



Dated: 5th of June 2026

Ref No. RFT T.034/2026

Tender procedure: Open procedure

**Tender Deadline 15:00 hrs. on Tuesday
the 9th of July 2026**

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Part 1: Introduction

- 1.1 **The Commissioner of An Garda Síochána** (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise; the provision of Managed Cloud Services for An Garda Síochána
- 1.3 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of three **(3) Years** (“the Term”).
- 1.4 The Contracting Authority reserves the right to extend the Term for a period or periods of up to twelve (12) months with a maximum of four (4) such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.5 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some €2.8 million (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.6 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “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”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority 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 RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.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 Contracting Authority for the purposes of its participation in this Competition.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:
- (i) the information contained in it continues to be correct and
 - (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- (b). To submit all documentation which this RFT requires to be submitted with their Tender;

- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 RESPONSE SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the "paper plane" icon first and then on the "Submit" button. After the "Submit" button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than **15.00 hrs on the 9th of July 2026** (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

- 2.6.3 Tenders must be submitted in English.

- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word, Microsoft Excel or PDF Format. Tenderers must ensure that the document(s) submitted is text searchable using non-OCR software i.e. IT MUST NOT BE A DOCUMENT THAT HAS BEEN SCANNED AS AN IMAGE OR PROTECTED AGAINST SEARCH. The Contracting Authority is not responsible for corruption in electronic documents.

Tenderers must ensure electronic documents are not corrupt. Tenderers must not exceed the stated maximum word count limits specified where they are stated within each Award Criterion and Sub-Criterion in the Tender Response Document. Any additional words in excess of the maximum word count limits specified WILL NOT be considered for evaluation. Tenderers also must not insert additional items, hyperlinks or make any alterations to the formatting of the Tender Response Document (TRD). Any information submitted in this manner will be disregarded and will not be evaluated.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15.00 hrs on 26th of June 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2** All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3** The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4** The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5** Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1** All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1** All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for ninety (90) days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.
- 2.10.6 Tenderers should note that prices may be increased or decreased only on the third (3rd) anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Harmonised Consumer Price Index has increased or decreased in the edition of that index published by the Central Statics Office most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall

have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly

identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. 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.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their 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.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *Not Used:*

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability*	€13 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability*	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Product Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Cyber & Data Breach Liability	€6.5 million - Limit for any one claim or series of claims arising out of a single occurrence and in the aggregate for all claims per insurance year

*The Employers Liability and Public Liability policies should include an indemnity to principal's clause under which the Client shall be indemnified in respect of claims made against the Contracting Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Successful Tenderer is legally liable. Confirmation will be required prior to contract award.

2.21.2 2.21.1 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

2.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

2.22 VETTING AND SECURITY CLEARANCE

As a prerequisite for involvement with any Garda Síochána contract, advance identification of personnel will be required together with personal details. The successful Tenderer and all personnel plus sub-contractors working on the contract will be required to complete a Vetting Invitation Form

(NVB 1a) (this form will be made available to the successful Tenderer on identification of personnel that will be servicing the contract) for vetting before a contract is signed.

- (a)** This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.
- (b)** The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.
- (c)** The Commissioner reserves the right to refuse entry by any person in the employment of the Contractor (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and

(ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

3.2.A.1 Evidence of Turnover

Tenderers must provide evidence from a suitably competent external person (by way of audited accounts, a statement from their auditors or otherwise) or the copy of the Financial Statements for the last 3 years to confirm that the tenderer's turnover has exceeded 800,000 Euro per annum during the last 3 financial years or pro-rata, if more recently established.

3.2.A.2 Evidence of Financial Capacity

Prior to the award of any Service Contract, a successful Tenderer will be required to furnish a Banker's statement, dated within the last six months, providing evidence of its financial standing and/or copies of their audited accounts for the 3 most recent years. In the case where the Tender is a subsidiary, the parent companies audited accounts for the last 3 years or, the most recent years if in operation for fewer than 3 years

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must demonstrate that they have experience in providing high quality services and Services of a similar nature as those that are sought herein.

3.2. B.1 Client References

Using the template provided in the Tender Response Document, Tenderers must possess a sufficient level of experience demonstrated by suitable references from contracts previously performed. (Tenderers references must include details of three (3) contract examples to demonstrate that they have provided Cloud Services of a similar scale and nature to those set out in Appendix 1. The reference examples provided should also

demonstrate the provision of services to a public sector body similar to the Contracting Authority. Details should include client names, contract values, details of services provided, delivery dates and details of the comparability of the examples to the Contracting Authority's requirements.

Tenderers are also required to submit contact details of the three (3) clients referenced so that they may be contacted on a confidential basis. Details should include client names, email address and telephone number.

If at least one reference will be negative, the Contracting Authority may disqualify the tenderer.

Rule: Pass/Fail

Failure to submit Client Reference details to the Contracting Authority's satisfaction will result in the Tenderer being awarded a fail.

The Contracting Authority reserves the right to contract the referees without prior notice to Tenderers in order to check references.

3.2. B.2 Details of organisation including year of establishment, organisational structure and range of services provided which have particular relevance to the subject matter of the tender in question in order to satisfy the client as to their suitability for the contract.

Rule: Tenderers must demonstrate that they operate directly within the field of the tender being applied for and that they potentially possess adequate and relevant resources to provide this type of services.

3.2.B.3 Capacity

Rule: Tenderers are required to state the total number of people directly employed over the past 3 years;

Tenderers are required to demonstrate that overall staffing resources and facilities are sufficient to manage contracts similar to the specific requirements of this tender

3.2.B.4 Technical and users support:

Rule: Tenderers are required to allow the Contracting Authority to visit all support premises in order to demonstrate on-site their technical and users' support capacity.

3.2.B.5 Qualifications and Biographical Details of staff proposed to deliver the service:

Rule: Tenderers are required to provide a professional profile details for the project team that would be involved in providing the services to An Garda Síochána. The minimum Project Team requirements are detailed in the table below;

Minimum Requirements Managed Cloud Services Project Team	
General Requirements	The Tenderer shall provide suitably qualified, experienced and competent personnel to deliver the Managed Service throughout the contract term. All personnel proposed for service delivery shall: Be fluent in written and spoken English.

	Have experience supporting enterprise-scale ICT/ Cloud environments. Have experience operating within regulated or security-conscious environments. Be available to participate in service reviews, audits and incident management activities as required by the Contracting Authority. Demonstrate familiarity with IT Service Management (ITSM) best practices. The Contracting Authority reserves the right to request curriculum vitae (CVs), certification evidence and references for key personnel.
Key Personnel Requirements	Service Delivery / Project Manager Minimum Qualifications Degree (Level 8 NFQ or equivalent) in Information Technology, Computer Science, Engineering, Business Information Systems or related discipline. Professional Certifications One or more of: ITIL Foundation (minimum) ITIL Managing Professional PRINCE2 Practitioner PMP (Project Management Professional) Or Equivalent recognised qualification Minimum Experience 8 years ICT experience 5 years managing enterprise managed cloud services Experience managing contracts exceeding €400,000 annually Experience delivering services to public sector or regulated organisations
	Senior Infrastructure / Virtualisation Engineer Minimum Qualifications Degree (Level 8 NFQ or equivalent) in Information Technology, Computer Science, Engineering, Business Information Systems or related discipline or equivalent professional experience. Professional Certifications One or more of: VMware VCP / VCAP Nutanix Certified Professional Microsoft Windows Server Certification Red Hat Certified Engineer Or Equivalent certification Minimum Experience 7 years infrastructure support experience 5 years virtualisation platform administration Experience performing hypervisor upgrades and migrations Experience supporting high-availability cloud environments
	Network and Security Engineer Minimum Qualifications Degree (Level 8 NFQ or equivalent) in Information Technology, Computer Science, Engineering, Business Information Systems or related discipline or equivalent professional experience. Professional Certifications One or more of:

	Palo Alto PCNSA or PCNSE Cisco CCNP Enterprise Fortinet NSE CISSP Or Equivalent certification Minimum Experience 7 years network and security administration experience Experience supporting enterprise firewalls Experience supporting load balancing technologies Experience implementing network segmentation and security controls
	Database Administrator Minimum Qualifications Degree (Level 8 NFQ or equivalent) in Information Technology, Computer Science, Engineering, Business Information Systems or related discipline or equivalent professional experience. Professional Certifications One or more of: Microsoft Certified: Azure Database Administrator Associate Microsoft SQL Server Certification Oracle Certified Professional (OCP) Oracle Database Administrator Certified Professional PostgreSQL Professional Certification MySQL Database Administrator Certification Equivalent industry-recognised database administration certification Minimum Experience Minimum 7 years of experience in enterprise database administration and support. Minimum 5 years of experience supporting mission-critical production database environments. Experience administering one or more of the following database platforms: Microsoft SQL Server Oracle Database PostgreSQL MySQL / MariaDB Experience supporting databases within hybrid cloud and on-premises environments.
	Service Desk Manager Minimum Qualifications Relevant technical qualification or equivalent experience Professional Certifications ITIL Foundation (minimum) Minimum Experience 5 years of service desk management experience Experience managing multi-tier support operations Experience reporting against SLA and KPI frameworks

3.2.B.6 Relying on the Capacity of 3rd Parties

Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, and in terms satisfactory to the Contracting Authority, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

Rule: Pass/Fail

3.2.C TPRM Information Security Questionnaire

Tenderers shall also complete the separate TPRM Information Security Questionnaire. An Garda Síochána ICT Security Section will review the mandatory requirements and questionnaire responses; following confirmation that the requirements of the Contracting Authority can be met the tenderers response will proceed to full evaluation.

Tenderers may supply supporting documentation and product literature in support of their descriptions, however simply supplying this type of documentation in lieu of completing the description box for each of the questions contained in the questionnaire is NOT sufficient in this regard.

The successful tenderer will be required to provide evidence that they meet the requirements outlined in the TPRM Questionnaire.

Rule: Pass/Fail

Tenderers must provide any supporting documentation specified above without delay when requested by the Contracting Authority.

3.3 AWARD CRITERIA

3.3.1 Only those Tenderers who have submitted compliant tenders will be evaluated in accordance with the Award Criteria in this Part 3.3

The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Table 1 Award Criteria

Main Criteria	Sub Criteria Requirement	Total Marks Available	Minimum Marks Required
Technical Merit 70%	1. Technical Capability of Proposed Solution - Reference Section 3	410	246
	1. IaaS Requirements	130	78
	2. PaaS Requirements	130	78
	3. AI Requirements	100	60
	4. Managed Cloud Service Build Requirements	50	30
	2. Managed Cloud Service Provider Requirements - Reference Section 3.5	230	138
	1. Cloud Architecture and Platform Governance	20	12
	2. Monitoring, Incident and Service Operations	20	12
	3. Security Operations and Compliance	20	12
	4. Cloud Cost Management and Optimisation (Financial Operations)	50	30
	5. Automation and DevOps Enablement	10	6
	6. Continuous Service Improvement	10	6
	7. Service Levels and Performance Management	30	18
	8. Maintaining Cloud Environment	50	30
	9. RACI Matrix	20	12
Cost 30%	3. Managed Cloud Service Provider Additional Support and Maintenance - Reference Section 3.6	10	6
	4. Innovation and Continuous Improvement - Reference Section 3.7	50	30
	5. Fully Inclusive Price	300	N/A
	Total	1000	420

Vendors must address each of the requirements in this RFT by submitting the relevant details required for each criterion in their written tender response. The tender response must clearly illustrate the Vendor's approach with key tasks and deliverables demonstrating how requirements will be met. A mere affirmative statement from the Vendors in their tender that they can meet the requirement, or a reiteration of the tender requirements is NOT sufficient in that regard.

Only those tenderers which have obtained the stipulated minimum score shall be evaluated for price and thus, for award of the contract.

Price shall account for 30% of the weighting for this procurement procedure.

Tenderers must achieve a minimum of 60% on each tender award criteria and sub criteria above, excluding Ultimate Cost, in order to avoid elimination from the competition. Only tenderers who have achieved the minimum 60% on each tender award criteria and sub criteria will be evaluated against Ultimate Cost.

3.3.2 Scoring Methodology for Award Criteria

Scoring will be from a total 1,000 marks as indicated in Table 1 above. Scoring of the qualitative award criteria will be based on an assessment of the full provision of the information requested by the Contracting Authority from Tenderers, which must be supplied by Tenderers via the completed Tender Response Document. Tenderers should note that only the information provided in the relevant section of the Tender Response Document will be considered for the purposes of scoring. The tender evaluation panel will determine into which of the five scoring bands per the table below the response falls. The available marks for each criterion are divided evenly amongst bands 1-7. The tender evaluation panel will assign a mark within the selected band depending on the quality of the response and based on a comparative assessment of tenders under each award criterion and the advantages it offers to the CA.

Figure 2. Rating and score categories

BAND RANGE	Score Range	MEANING
7	90-100%	Excellent response that fully meets and exceeds the requirements set out in the RFT: the response provides great clarity and gives a comprehensive, detailed, and convincing assurance that the Tenderer will deliver the services required to an excellent standard.
6	80-89%	A very good response that fully meets all the requirements set out in RFT: the response demonstrates a very high level of understanding of the requirements provides comprehensive detail and convincing assurance that the Tenderer will deliver the services required to a very high standard.
5	70-79%	A good response with very few minor weaknesses: The response demonstrates a good understanding of the requirements set out in the RFT and gives sufficient detail and assurance that the Tenderer will deliver the services to a good standard.
4	60-69%	A satisfactory response with a number of weakness and demonstrates a reasonable understanding of the requirement of the RFT: The response demonstrates reasonable understanding in relation to the requirements set out in the RFT and provides some assurance that the Tenderer will meet the basic requirements of the contract. To achieve a higher score the tender would require to provide much greater specific detail and clarity in relation to the requirements, to give the evaluation team an assurance that the tender could deliver the services required to a higher standard under the terms of the proposed contract
3	20-59%	A response with reservations. The response does not provide sufficient convincing detail and / or there is a risk that the tenderer would not meet the requirements set out in the RFT based on the response given. To achieve a higher score the tender would require to provide much greater detail and clarity in relation to the requirements set out in the RFT to give the evaluation team an assurance there is not a risk of non-delivery of the services under the terms of the proposed contract.
2	1-19%	A response where serious reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the contract will be unsuccessful. This

		may be because, for example, insufficient detail is provided, and / or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility
1	0%	Response completely fails to address the criterion under consideration

A combination of the costs provided will be used to arrive at a single cost figure for evaluation purposes

Marks for Cost will be allocated using the following formula:

$\text{Score for Tender "X"} = \frac{\text{Maximum marks available} \times \text{Lowest Valid Tendered Cost}}{\text{Cost of Tender "X"}}$

Tenders will be scored in inverse proportion to the maximum score which is awarded to the lowest cost valid tender assuming the tender meets the minimum scoring requirements in relation to the qualitative award criteria.

3.3.3 Tie Break:

If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall Service Quality score (total of Criteria 1-4) shall be deemed the Most Economically Advantageous Tender.

In the event that the Tenders have received the same score for the overall Service Quality element of their Tenders, the Tender who has been awarded the highest marks for Consulting and Managed Service Provision element of their Tender will be deemed to be the preferred MEAT. (Most Economically Advantageous Tender)

In the unlikely event of the application of this tie-break rule not resulting in the determination of a preferred MEAT at this stage, the approach will continue to be applied to each of the sub-criteria in the descending order listed below until such time as a preferred MEAT can be determined;

Criterion	Submissions
1	Technical Capability of Proposed Solution
2	Managed Cloud Service Provider Requirements
3	Innovation and Continuous Improvement
4	Managed Cloud Service Provider Additional Support and Maintenance

3.3.4 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at

paragraph 3.2; and

the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Additionally, to providing the above information into the Tender Response Document, Tenderers may be invited to make presentations on their proposals for the purpose of elaboration, clarification and/or aiding mutual understanding. Invited Tenderers must be in a position to make such a presentation within one week's notice by e-mail. All parties to a tender must attend any required presentation. Any proposed subcontractors may also be required to participate in the presentation. Members of AGS, and its evaluation team, may be present and actively participate at such presentations. Such presentations will be strictly confidential and will not result in any change to the original tender. No discussions regarding the progress of the evaluation or the Tenderer's performance will be entered into.

Tenderers should note that performance at presentations will not be evaluated.

3.5 STANDSTILL PERIOD

- 3.5.1** In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2** Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1** The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than fourteen (14) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful

Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

BACKGROUND

An Garda Síochána (AGS), Ireland's National Police and Security Service, has its headquarters in the Phoenix Park, Dublin.

The Garda Commissioner is responsible for the general direction, management and control of An Garda Síochána and is appointed by Government. The Minister for Justice, Equality & Law Reform is responsible to the Government for the performance of An Garda Síochána.

An Garda Síochána has a long established tradition of working closely with communities all across Ireland. By fostering and maintaining effective community partnerships, and ensuring a more visible Garda presence, An Garda Síochána works to achieve a reduction in crime and the fear of crime in communities.

Some of An Garda Síochána's core functions include:

- The detection and prevention of crime;
- Ensuring our nation's security;
- Reducing the incidence of fatal and serious injuries on our roads and improving road safety;
- Working with communities to prevent anti-social behaviour;
- Promoting an inter-agency approach to problem solving and improving the overall quality of life.

To enhance public interactions with An Garda Síochána (AGS), online web services provide essential information and access to AGS web applications.

To enable AGS to continue providing a premium service to the Citizens of Ireland the provision of Managed Cloud Services will allow the organisation to grow and provide a first-class experience for all our users.

REQUIREMENTS AND SPECIFICATIONS

1. Introduction

The Contracting Authority (CA) invites suitably qualified and experienced economic operators to submit tenders for the provision of the following for AGS:

Tenderers shall propose options for the following Technologies to provide Landing Zone capabilities to the CA:

- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)

The IaaS and PaaS options must include the following technology components:

- Compute Services
- Storage Services
- Backup Services
- Disaster Recovery Services
- Identity and Access management Services.
- Security Services to include, Anti-Virus, Intrusion Detection, DDoS Protection and Monitoring Services
- Network Management Services to include Security with Virtual firewalls.
- Load Balancing Services to include Virtual Load Balancers.
- Application Hosting with Support for all languages including: NET, Java, Python, Node.js and PHP.
- Provision of Cloud AI Services

The Tenderer shall propose, design, and deliver IaaS / PaaS solutions that are operable across multiple Cloud Service Providers (CSP). The Tender will provide 2 options for the CSP in both IaaS and PaaS. CSP1 shall be compatible with Microsoft Enterprise and Security technologies and CSP2 shall provide solutions for non-Microsoft environments and highly scalable applications.

Tenderers must demonstrate the capability to deploy, manage, and support workloads on each platform independently, as well as enable interoperability and portability between them where required.

To support the tendered technologies, the Tenderer shall provide the following management options:

- Fully Managed by Public Cloud Consulting and Managed Service Provider (PCCMSP)
- Partially Managed by PCCMSP and CA (Co-Managed)

The Contracting Authority reserves the right to implement one or both of the options outlined.

2. Mandatory Requirements

All the specified mandatory requirements below must be met for the tender to proceed to the Award Criteria Evaluation Stage. Failure to do so will result in elimination from the competition. Tenderers should provide a full explanation of how each requirement is met. Simple Yes/No responses are not acceptable. Tenderer's must use the Tender Response Document and follow the format laid out therein.

MR.1 Integrated Public Cloud Service Provider

The Tenderer must propose an Integrated Public Cloud Service Provider.

MR.2 Membership of The Cloud Service Provider Managed Service Provider Program

Tenderers must be able to demonstrate ongoing membership of the Cloud Service Provider Managed Services Provider [MSP] partner program, as validation of their recognized and demonstrated experience and capability in the provision of end-to-end solutions to customers at any stage of the cloud journey, including planning and design, building and migration, operations and support, and automation and optimization from their partner program.

MR.3 Service Delivery by Personnel in The EEA

It is a requirement that the service delivery personnel for provision of these consulting and managed services are located in the European Economic Area (EEA), for security and data sovereignty purposes.

MR.4 Data Hosting in the EEA

The data must be hosted within data centre(s) within the EEA, throughout the provision of the solution (including business continuity) or within a country in respect of which an adequacy decision made by the European Commission under Article 45 GDPR is in force. In the event that an adequacy decision is withdrawn the data will have to be moved to the EEA.

MR.5 Data Protection Requirements

All data belongs to the CA and cannot be used for any purpose other than that set out in the Data Protection Agreement.

All data, including backups, will be deleted, or returned to AGS in accordance with the retention schedule and in accordance with the Data Protection Agreement.

Data Protection Agreement will be required to be put in place before contracts are signed.

MR.6 Exit Management

An Exit Management process must be put in place as per schedule F, the Schedule must be produced within the first six (6) months of the contract commencement.

MR.7 Service Desk and Support

The public cloud consultants and managed service provider (PCCMSP) is to provide a fully operational and appropriately manned service desk based on ITIL Standards or equivalent which will provide operational support to the CA.

MR.8 Defined Contact and Escalation Process for Support

The Successful Tenderer will be required to provide a Key Account Manager (KAM).

MR.9 Security and Compliance Certification

Evidence must be provided that the Candidate has attained the data security and compliance standards ISO27001.

3. Scope of Requirements – Technical Capabilities of Proposed Solution:

This section sets out the technical requirements to be met by the proposed solution. The specifications are divided into sub-criteria. In order to demonstrate the quality of Tenderers' proposed solutions.

Tenderers must, for each sub-criterion:

- Respond to the questions set out below using the Tender Response Document (TRD) and
- Demonstrate, by clearly and comprehensively describing, how their proposed solution can meet and deliver on each requirement.

"Landing Zone" Requirements:

Centralised services such as Logging, Monitoring and Anti-Virus/Anti-Malware should utilise Cloud native/Cloud Marketplace product sets if possible, however if the Tenderer believes there are better suited alternatives please provide the details.

This Zone will have the following requirements

- Cloud Centralised Account information and tagging
- Cloud Centralised Access Control
- Cloud Centralised Logging
- Cloud Centralised Monitoring
- Cloud Centralised Anti-Virus/Anti-malware product and reporting
- Cybersecurity Protections e.g. DDOS, vulnerability scanning
- Production Websites
- Test/Dev Websites
- Future add-ons (design should cater for this likely growth, but implementation will not be part of this tender)
- AI Dev (POCs)
- AI Production
- Training/Sandbox environment
- File storage location for use by AGS Systems

The Initial build of the Cloud ‘Landing Zone’ is to host the CA’s current requirements and allow for easy additions of different workload instances if required under the same core AGS Landing Zone, including the following:

- Tagging and centralised billing of workloads will be required.
- Implementation of the common centralised services.
- Development of “Infrastructure as Code” artefacts.

As the Tenderer shall propose, design, and deliver IaaS / PaaS solutions that features a cloud-agnostic architecture that provides high workload portability across major cloud service providers. The Tenderer will provide two (2) options for the CSP in both IaaS and PaaS. CSP1 shall be compatible with Microsoft Enterprise and Security Technologies and CSP2 shall provide solutions for non-Microsoft environments and highly scalable applications.

3.1 Sample IaaS Requirements (130 Marks):

The table below represents a sample IaaS environment. The Tenderer must provide Two (2) designs from different CSPs, defined as TRD 5.1.1 and TRD 5.1.2 in the “Tender Response Document 1”.

As part of the design for each CSP, the Tenderer must provide the following for each of the two required examples:

Component	Description	Response Document Location	Mark Available
System Diagram	Detailed system diagram of the IaaS solution	5.1.1	20
Description of Environment	Detailed description of the proposed IaaS environment outlining an overview of the various components outlined in the example below. Performance benchmarks for each component in the design, should be provided in the response. One holistic diagram of the environment per example is permissible. <i>Note: Any other diagrams and pictures of text will be disregarded in the evaluation process.</i>	5.1.2	25
The Tenderer will provide details in the response document (Max 1000 words)			

Component	Environment	CPU	Memory (GB)	Software/Engine Components	Storage GB/TB	Mark Available
Web application	Production	8	24	Windows Server 2025 operating system with IIS 11+, ASP.Net 4.8,.Net Core 3.2 (migrating to .net 8 in future).	600GB SSD	5

Component	Environment	CPU	Memory (GB)	Software/Engine Components	Storage GB/TB	Mark Available
Database	Production	4	32	Microsoft SQL Server 2022 Web Edition, with reporting services.	1.4TB SSD	5
Web application	Pre-Production	8	24	Windows Server 2022 operating system with IIS 11+, ASP.Net 4.8,.Net Core 3.2 (migrating to .net 8 in future).	600GB SSD	5
Database	Pre-Production	4	32	Microsoft SQL Server 2019 Web Edition, with reporting services.	1.4TB SSD	5
Web application	UAT	8	8	Windows Server 2025 operating system with IIS 11+, ASP.Net 4.8, .Net Core 7,.Net Core 3.2 (migrating to .net 8 in future).	600GB SSD	5
Database	UAT	2	4	Microsoft SQL Server 2022 Web Edition, with reporting services.	1.4TB SSD	5
Web application	Staging	8	8	Windows Server 2022 operating system with IIS 11+, ASP.Net 4.8, .Net Core 7., .Net Core 3.2 (migrating to .net 8 in future).	600GB SSD	5
<u>IaaS – Required Network Components</u>						
1. High Availability	- Multi availability zone HA deployment - No single points of failure - SLA documented					5
2. Inbound traffic architecture	- DDoS protection enabled - Layer 7 WAF - Support for multiple websites behind same entry point (Public IP address)					5

Component	Environment	CPU	Memory (GB)	Software/Engine Components	Storage GB/TB	Mark Available
	- SSL Offloading, SNI routing based on Host header and path routing - Health probes of backend pool servers - Enterprise Grade WAF – E.g. – Palo Alto, F5 Big IP					
3. Segmentation	- Network segmentation per Application (App1, App2, etc.) - Network segmentation per App tier (Web, App, DB, API, etc.) - Network segmentation per environment based on VRFs or equivalent (Production, UAT, Dev, Etc.). - Explicit policy required for communication (Default deny of east/west traffic). - Advance routing support to send traffic to firewall (service Graph or similar). - Shared services.					5
4. East-West traffic control	- Ability to enforce east/west filtering without forcing all traffic through a central firewall. - Use of distributed controls (ACL or equivalent). - Visibility into flows.					5
5. Hybrid connectivity	- Two independent VPN connections to on-premises datacentres (Site-to-site or Private Circuit). - Active/active failover. - BGP support. - Support for hybrid applications calling on-prem backends/APIs.					5
6. Egress security	- Default deny outbound Internet. - Centralised egress filtering. - Logging of outbound flows. - Data flow encryption					5
7. Routing and traffic engineering	- Custom route tables - Forced tunnelling capability - Control over asymmetric routing - BGP support					5
8. Admin access	- Bastion access without public RDP/SSH - MFA support					5
9. Observability (Monitoring)	- Full logging of public requests - Logs (East/West traffic Flow, WAF, VPN, Firewalls, etc.) - Central log export					5
10. Private access to platform services	- Private endpoints for storage, databases, key vault - No public exposure of PaaS					5

The Tenderer must provide managed options described in section 3.5 to provide the service.

The CA has requested Additional Networking Options to be costed for the IaaS proposal, the items are detailed in the Tender Response Document 2 - Cost Workbook (Section - 3.1 & 3.2 Additional Services).

The proposed IaaS Environment must be submitted in Tender Response Document 1

3.2 Sample PaaS Requirements (130 Marks):

The table below represents a sample PaaS environment. The Tenderer must provide Two (2) designs from different CSPs, defined as TRD 5.2.1 and TRD 5.2.2 in the “Tender Response Document 1”.

As part of the design for each CSP, the Tenderer must provide the following:

Component	Description	Response Document Location	Marks Available
System Diagram	Detailed system diagram of the PaaS solution	5.2.1	20
Description of Environment	Detailed description of the proposed PaaS environment outlining an overview of the various components outlined in the example below. Performance benchmarks for each component in the design, should be provided in the response. <i>Note: Diagrams and pictures of text will be disregarded in response document.</i>	5.2.2	25
The Tenderer will provide details in the response document (Max 1000 words)			

Component	Environment	CPU	Memory (GB)	Software/Engine Components	Storage GB/TB	Marks Available
Web application	Production	8	24	To be provided by Tenderer	600GB SSD	5
Database	Production	4	32	To be provided by Tenderer	1.4TB SSD	5
Web application	Pre-Production	8	24	To be provided by Tenderer	600GB SSD	5
Database	Pre-Production	4	32	To be provided by Tenderer	1.4TB SSD	5
Web application	UAT	8	8	To be provided by Tenderer	600GB SSD	5
Database	UAT	2	4	To be provided by Tenderer	1.4TB SSD	5
Web application	Staging	8	8	To be provided by Tenderer	600GB SSD	5
<u>PaaS Network based Components</u>						
1. High Availability	- Multi availability zone HA deployment - No single points of failure - SLA documented					5
2. Inbound traffic architecture	- DDoS protection enabled - Layer 7 WAF - Support for multiple websites behind same entry point (Public IP address)					5

	- SSL Offloading, SNI routing based on Host header and path routing - Health probes of backend pool servers - Enterprise Grade WAF – E.g. – Palo Alto, F5 Big IP	
3. Segmentation	- Network segmentation per Application (App1, App2, etc.) - Network segmentation per App tier (Web, App, DB, API, etc.) - Network segmentation per environment based on VRFs or equivalent (Production, UAT, Dev, Etc.) - Explicit policy required for communication (Default deny of east/west traffic) - Advance routing support to send traffic to firewall (service Graph or similar) - Shared services	5
4. East-West traffic control	- Ability to enforce east/west filtering without forcing all traffic through a central firewall - Use of distributed controls (ACL or equivalent) - Visibility into flows	5
5. Hybrid connectivity	- Two independent VPN connections to on-premises datacentres (Site-to-site or Private Circuit) - Active/active failover - BGP support - Support for hybrid applications calling on-prem backends/APIs.	5
6. Egress security	- Default deny outbound Internet - Centralised egress filtering - Logging of outbound flows - Data flow encryption	5
7. Routing and traffic engineering	- Custom route tables - Forced tunnelling capability - Control over asymmetric routing - BGP support	5
8. Admin access	- Bastion access without public RDP/SSH - MFA support	5
9. Observability (Monitoring)	- Full logging of public requests - Logs (East/West traffic Flow, WAF, VPN, Firewalls, etc.) - Central log export	5
10. Private access to platform services	- Private endpoints for storage, databases, key vault - No public exposure of PaaS	5

The Tenderer must provide managed options described in section 3.5 to provide the service.

The CA has requested Additional Networking Options to be costed for the PaaS proposal, the items are detailed in the Tender Response Document 2 - Cost Workbook (Section - 3.1 & 3.2 Additional Services).

The proposed PaaS Environment must be submitted in Tender Response Document 1

3.3 Sample AI Cloud Based Requirements (100 Marks)

The CA requires provision of AI Cloud Based Services to enable AI development and the future production of AI-enabled applications.

The table below sets out sample requirements for AGS AI cloud landing zones to be referenced in the provision of the Managed Cloud Service.

AI Compute Component (100 Marks)		Marks Available
VM Size	Standard_NC4as_T4_v3 or Similar	N/A
GPU	1x NVIDIA T4 (16 GB VRAM) or Similar	N/A
vCPUs	4	N/A
RAM	28 GB	N/A
OS	Windows Server 2022 Datacentre	N/A
OS Disk	128 GB Premium SSD (P10)	N/A
Response time	2-5 seconds per query	10

Component	Enterprise Search & LLM	AI-enabled Cloud Data Platform	Marks Available
Data ingestion	OCR, PII handling, metadata	OCR, PII handling, metadata	N/A
Indexing & retrieval	RAG-based search	Conversational search and chat-bot integration	10
LLM build	Secure model hosting	Secure model hosting	10
Platform options	AWS/Azure/Google	AWS, Azure, Google	5
Security & privacy	Access controls, auditability	Access controls, auditability	5
Control Area	Requirement		
Testing	Bias, fairness, robustness, and accuracy testing		10
Monitoring	KPIs for drift, performance, and usage		5
Auditability	Model cards, data sheets, change logs		5

Incident Response	Escalation routes and rollback procedures	5
Compliance	Evidence packs and reporting for oversight	5
Scenario	Required Technical Components	
Enterprise Search and LLM (RAG)	Data ingestion (OCR/ PII/ metadata), indexing & retrieval, LLM build, platform options, security & privacy.	10
AI-enabled Cloud Data Platform	Data ingestion (OCR/ PII/ metadata), indexing & retrieval, LLM build, platform options, security & privacy.	10
Digital Human	Phased integration into AI projects; secure interactive interface for internal services and training.	10

The Tenderer will need to provide infrastructure managed options based on the provided RACI matrix in section 3.5.

The proposed AI Cloud Environment must be submitted in Tender Response Document 1.

3.4 Managed Cloud Service Build Requirements (50 marks)

3.4.1 Managed Cloud Service Build		Marks Available
Build of Landing Zone	Describe how the initial build of the 'Landing Zone' will be implemented to cater for section 3.1,3.2,3.3 described above.	
	- Provide the following for each stage of the project - Timelines involved - Project Plan & milestones - Resource levels for tasks - Roles of CA and the tenderer by means of a RACI matrix - Overall Project Governance approach - Costings for Project Personnel (to be provided in the Costings Workbook)	50
The Tenderer will provide details in the response document (Max 400 words) <i>Note: No diagrams, or pictures of text permitted in this section</i>		

3.5 Managed Cloud Service Provider Requirements (230 Marks)

The Tenderer shall provide the CA with a choice of the following management options; Fully Managed Public Cloud Consulting and Managed Service Provider(PCCMSP) and Partially Managed by PCCMSP and CA (Co-Managed) for all the examples listed in section 3.1, 3.2, 3.3.

The PCCMSP shall provide services that enhance the operational, security, and cost efficiency of the cloud environment. The proposed services must demonstrate clear value beyond the native capabilities of the underlying cloud platform.

The Tenderer must describe how their Managed Service offering will deliver **operational management, security governance, cost optimisation and continuous improvement** of the proposed cloud environment.

3.5.1 Cloud Architecture and Platform Governance		Marks Available
The PCCMSP will provide a Cloud Architecture and maintain the Required Platform Governance:	The Tenderer will Implement, Maintain and evolve the AGS cloud architecture and landing zone including the following:	20
	- Implement governance policies covering: - Identity and access management (2FA) - Resource tagging and policy enforcement - Network segmentation - Security baseline controls	
	Detail architectural guidance for new workloads	
	Outline how Tenderer will align with recognised cloud best practices (NIS2, CSA, ISO, CIS)	
	Provide Cloud architecture documentation for proposed system	
	- Provide Governance framework documentation - Carryout Architecture review reports (minimum quarterly)	
The Tenderer will provide details in the response document (Max 600 words) <i>Note: No diagrams, or pictures of text permitted in this section</i>		

3.5.2 Monitoring, Incident and Service Operations		Marks Available
The PCCMSP will provide 24x7 operational management of the cloud environment.	The following Management Tasks must be included:	20
	Infrastructure and platform monitoring	
	Incident detection, triage, and resolution	
	Problem management and root cause analysis	
	Change and release management support	
	Operational monitoring dashboards to be created	
	- Provision of Incident and problem management reports - Provision of Monthly service performance reports	
The Tenderer will provide details in the response document (Max 400 words) <i>Note: No diagrams, or pictures of text permitted in this section</i>		

3.5.3 Security Operations and Compliance		Marks Available
The PCCMSP will operate security controls across the cloud environment consistent with security standards (ISO 27001 and NIS2).	Services must include the provision of the following:	20
	Security monitoring and alerting	
	Vulnerability scanning and remediation	
	Patch management	
	Identity and access governance	
	Compliance reporting	
	The PCCMSP must demonstrate support for regulatory and security frameworks including:	
	- ISO 27001 - NIS2 - GDPR compliance obligations within the European Union	
The Tenderer will provide details in the response document (Max 600 words) <i>Note: No diagrams, or pictures of text permitted in this section.</i>		

3.5.4 Cloud Cost Management and Optimisation (Financial Operations)		Marks Available
The PCCMSP will actively manage cloud consumption to maximise cost efficiency.	The PCCMSP will provide the following capabilities:	50
	• Cloud usage monitoring	
	• Cost forecasting and budgeting	
	○ Cost of any adds/move/changes to workloads	
	○ Any cap or penalty for the numbers of L1, L2, L3 alerts raised	
	• Resource rightsizing	
	• Reserved capacity optimisation strategies	
	• Monthly cost and utilisation reports	
	• Cost optimisation recommendations	
	• Financial forecasting reports	
The Tenderer will provide details in the response document (Max 400 words)		
<i>Note: No diagrams, or pictures of text permitted in this section</i>		

3.5.5 Automation and DevOps Enablement		Marks Available
The PCCMSP will provide automation capabilities designed to improve operational efficiency and deployment reliability.	Capabilities must include:	10
	• Infrastructure as Code	
	• Automated provisioning	
	• Continuous integration, continuous delivery and continuous security (CI/CD/CS) enablement	
	• Automated remediation of operational issues where appropriate	
The Tenderer will provide details in the response document (Max 400 words)		
<i>Note: No diagrams, or pictures of text permitted in this section</i>		

3.5.6 Continuous Service Improvement		Marks Available
The PCCMSP must demonstrate a structured approach to improving the performance, security, and efficiency of the cloud environment.	The PCCMSP must include the following:	10
	• Quarterly service review meetings	
	• Continuous improvement plans	
	• Technology roadmap recommendations	
	• Identification of innovation opportunities	
The Tenderer will provide details in the response document (Max 400 words)		
<i>Note: No diagrams, or pictures of text permitted in this section</i>		

3.5.7. Service Levels and Performance Management		Marks Available
The Tenderer is to provide a fully operational and appropriately manned service desk based on ITIL Standards which will provide operational support to the CA.	The Tenderer will provide the Level 1 (L1), Level 2 (L2), and Level 3 (L3) lines of support.	20
	- Service desk support will include: - A staffed service desk during office hours which are Mon-Fri, 9:00am to 5:00pm Irish time, excluding public holidays.	
	Tenderer will describe how the response to P1 and P2 incidents and security incidents are handled 24/7/365. - AGS requires the following Response and Fix times be achieved for issues relating to the solution components: Severity P1 Critical issues - a software/hardware issue that AGS considers a significant threat to the Confidentiality, Integrity or Availability of the systems. Escalation of a Major issue not resolved within 24 hours of a call being logged. - Initial Response – 20 minutes - Recovery Time Objective (RTO) of 4 hours from initial call Severity P2 Major issues - Software or hardware failure that causes a degradation greater than 50% in service A minor issue escalated if not resolved within 48 hours - Initial response – 20 minutes - RTO of 8 hours from initial call Severity P3 Minor issues - Software or hardware failure that causes a minor degradation in service. A solution capability query. - Initial response 4 hours - RTO of 48 hours from initial call	
	Tenderer will describe how Level 1 (L1) , Level 2 (L2) and Level 3 (L3) Alerts are handled 24 /7/365.	
	The Tenderer will Enable Integration with AGS Service Now platform	
The Tenderer must provide details of service levels covering:	All Incident response times	10
	All Incident resolution targets	
	Monitoring coverage	
	System availability targets	
	Escalation procedures	
The Tenderer will provide details in the response document (Max 800 words) <i>Note: No diagrams, or pictures of text permitted in this section</i>		

3.5.8 Maintaining Cloud Environment		Marks Available
The PCCMSP must provide continuous monitoring, patching, updating, optimisation	The PCCMSP must provide proactive and reactive maintenance covering the following :	
	Compute and Infrastructure Layer - OS patching and updates - Instance health monitoring - Scaling configuration tuning - Availability and failover setup	

3.5.8 Maintaining Cloud Environment		Marks Available
and support of the cloud environment.	• Networking and Connectivity ○ Network configuration management ○ Firewall rule updates ○ Connectivity monitoring ○ Load balancer optimisation	50
	• Storage and Data Services ○ Backup scheduling and validation ○ Storage lifecycle management ○ Data replication configuration ○ Storage performance tuning	
	• Identity and Access Management (IAM) ○ Role and permission reviews ○ Access audits ○ Credential rotation ○ Enforcement of least privilege	
	• Security Controls and Tooling ○ Security alert monitoring ○ Vulnerability remediation ○ Patch compliance ○ Security policy enforcement	
	• Monitoring, Logging, and Observability ○ Alert tuning (reduce noise) ○ Log retention management ○ Dashboard maintenance ○ Incident correlation	
	• Backup and Disaster Recovery (DR) ○ Backup verification ○ DR testing (failover drills) ○ Recovery time objective (RTO) validation ○ Recovery point objective (RPO) compliance	
	• Cost Management and Resource Optimisation ○ Rightsizing resources ○ Removing unused assets ○ Scheduling shutdowns ○ Cost anomaly detection	
	• Automation and Configuration Management ○ Updating automation scripts ○ Maintaining CI/CD pipelines ○ Version control of infrastructure ○ Ensuring configuration consistency	
	• Governance and Policy Enforcement ○ Policy enforcement ○ Compliance monitoring ○ Audit preparation ○ Governance reporting	
	The Tenderer will provide details in the response document (Max 1500 words) <i>Note: One diagram permitted in this section. Pictures of text not permitted in this section</i>	

3.5.9 RACI Matrix (20 Marks)

The following RACI- style responsibility matrices defines the allocation of responsibilities between the CA and the Public Cloud Consulting and Managed Service Provider (PCCMSP) under both a Fully Managed and Co-Managed service model.

The Tenderer will define any differences in responsibilities from this model in the Tender Response Document section 5.5.9.

Activity / Service Area	<u>Fully Managed</u>		<u>Co-Managed</u>	
	CA	PCCMSP	CA	PCCMSP
Infrastructure Provisioning	I	A/R	A/R	I
Network Configuration	I	A/R	C	A/R
Business ownership of applications	I	A/R	C	A/R
Cloud landing platform operations	I	A/R	R	R
Infrastructure monitoring	I	A/R	R	R
Operating system administration	I	A/R	C	A/R
IIS administration	I	A/R	C	A/R
Firewall management	I	A/R	C	A/R
Load balancer management	I	A/R	A/R	R
Backup operations and restore testing	I	A/R	C	A/R
Disaster recovery execution	C	A/R	C	A/R
Security monitoring and alerting	I	A/R	R	R
Vulnerability management	I	A/R	C	A/R
Patch management	I	A/R	A/R	R
Service desk and incident management	I	A/R	A/R	C
Change management implementation	C	A/R	A/R	C
Security policy definition	A/R	C	A/R	R
Identity governance and RBAC policy	A/R	C	C	A/R
Compliance and audit coordination	A	R	A/R	C
Third-party vendor coordination	I	A/R	A/R	R
Data classification and governance	A/R	C	A/R	I
Exit management and transition-out	C	A/R	C	A/R

Key: R = Responsible, A = Accountable, C = Consulted, I = Informed

3.6 Managed Cloud Service Provider Additional Support and Maintenance (10 Marks)

The PCCMSP will be providing access to multiple CSP environments, any additional costs not covered by the PCCMSP must be provided to the CA to enable proper cost management.

3.6 Public Cloud Consulting and Managed Cloud Service Provider Additional Support and Maintenance		Marks Available
Tenderer will provide a table with all additional costings required to provide the Additional Support and Maintenance Services for the Managed Cloud Environment for the term of the Tender		10
Note: If applicable, CSP support plans must be included.		
The Tenderer will provide details in the response document (Max 600 words) <i>Note: No diagrams, or pictures of text permitted in this section</i>		

Note: See Section 5.6 in the Tender Response Document 1 for relevant table for Section 3.6

3.7 Innovation and Continuous Improvement (50 marks)

The CA recognises that the PCCMSP may offer new innovations and service enhancements beyond the mandatory requirements defined in this tender.

Tenderers are invited to propose value-added services and innovations that enhance the overall effectiveness, efficiency, security and strategic value of the proposed cloud environment.

3.7 Innovation and Continuous Improvement		Marks Available
Tenderers must clearly document any proposed innovations using the following structure.	The PCCMSP will provide the following:	50
	• Description of the innovation / Service ○ Clear explanation of the proposed innovation	
	• Business Value and Outcomes ○ Measurable benefits (e.g. cost reduction, risk reduction, performance improvement)	
	• Implementation Approach ○ How the service will be delivered and integrated	
	• Dependencies and Assumptions ○ Any prerequisites or constraints	
	• Commercial Model ○ Whether the service is: ▪ Included in the base price ▪ Provided at additional cost (with pricing details) ▪ Offered as a value-added inclusion at no extra charge	
The Tenderer will provide details in the response document (Max 500 words) <i>Note: One diagram permitted in this section. Pictures of text not permitted in this section</i>		

Note: See Section 5.7 in the Tender Response Document 1 for relevant table for Section 3.7

4. Documents required to be submitted by Tenderers

The following documentation for the Selection and Award Criteria must be submitted in the Tenderers Response:

Tender Responses must include the following completed Documentation	
1.	Tender Response Document 1 – Managed Cloud Services Requirements (Award & Selection Criteria)

Appendix 2: Pricing Schedule

The CA will require a cost-effective solution to implement its Managed Cloud Services requirement. A solution to balance the 'pay as you go' features of Cloud with cost forecasting and cost stability will be required.

Costs will need to address initial build, ongoing service / support and any end of contract exit costs.

Tenderers should provide costs using the TRD Workbook referenced below.

Tender Responses must include the following completed Documentation	
1.	Pricing Schedule Workbook 2 – Cost Proposal AGS Managed Cloud Services

The Cost Proposal AGS Managed Cloud Services Workbook consists of 9 sheets to be completed by the Tenderer, each sheet will be completed as per instructions listed below:

1. Intro AGS Managed Cloud

- a. Insert the Tenderers Name and read the Instructions provided.

2. Section 3.1 Costings

- a. Insert Costings for the IaaS components for CSP 1 and CSP 2 for a 5-year period, (Monthly, Year 1, Year 2, Year 3, Year 4, Year 5). See Cost Breakdown section below.

3. Section 3.2 Costings

- a. Insert Costings for the PaaS components for CSP 1 and CSP 2 for a 5-year period, (Monthly, Year 1, Year 2, Year 3, Year 4, Year 5). See Cost Breakdown section below.

4. 3.1 & 3.2 Additional Services

- a. Insert Costings for the Additional Services AGS may require from CSP 1 and CSP 2 for a 5-year period, (Monthly, Year 1, Year 2, Year 3, Year 4, Year 5). See Cost Breakdown section below.

5. Section 3.3 AI Compute Costings

- a. Insert Costings for the AI Compute components for CSP 1 and CSP 2 for a 5-year period, (Monthly / Pay as you go, Year 1, Year 2, Year 3, Year 4, Year 5). See Cost Breakdown section below.

6. 3.5 Managed-Co-Managed Costings

- a. Insert Costings for a Fully Managed and a Co-Managed Solution for CSP 1 and CSP 2 for a 5-year period, (Monthly, Year 1, Year 2, Year 3, Year 4, Year 5).

7. 3.6 & 3.7 Support & Innovation

- a. Insert the costing for Annual Support and Maintenance outside of the costs for Managed and Co-Managed Cloud Services for a 5-year period. The cost provided will be evaluated in the total Cost.

- b. Provide Costing for any initiatives proposed under Innovation and Continuous Improvement for a 5-Year period - These Costings will not be evaluated as part of this Tender.

8. Project Rate Card

- a. Tenderers are required to provide a maximum daily rate for each of the resource types specified as Core Personnel for a total of 150 days.
- b. The Contracting Authority may, at its discretion, procure the above days over the Term of the Services Contract, Tenderers should note that there is no commitment to draw down these days.
- c. The Tenderer may provide costings for additional resource types in the table labelled Other Relevant Personnel, these additional resources must be costed on the basis of a total of 150 days.
- d. The rates provided for Other Relevant Personnel supplied by the Tenderer will not be evaluated as part of this Tender.
- e. A Per Diem Rate will be based on eight (8) hours of work (excluding breaks).

9. Total Tendered Cost

- a. The Total Tendered Cost sheet will take the total costs from each section of the workbook automatically and total the cost for the Tenderer.
- b. Please ensure this process is working correctly as the amount in the Total Tendered Cost will be evaluated and the CA reserves the right to amend any errors identified in the completion of the workbook.

Cost Breakdown

1. **Compute resource costings** shall be based on a consumption model calculated **per second**, operating continuously on a 24 hours per day, 7 days per week basis over a standard 30-day month. Tenderers shall clearly identify the unit rate applicable to compute resources, including virtual CPU and memory allocation, and provide transparency regarding any minimum billing thresholds or reserved capacity assumptions.
2. **Storage costings** shall be calculated based on the volume of storage consumed, charged **per megabyte (MB)** on a continuous 24x7 over 30 days basis, with separate identification of any premium, backup, archival or replicated storage tiers.
3. Tenderers shall separately identify all charges associated with **Network data transfer**, including both network egress (outbound data transfer from the cloud environment) and data download or retrieval charges. Such charges shall be calculated and submitted on a **per megabyte (MB)** basis, measured continuously on a 24 hours per day, 7 days per week basis over a standard 30-day month.
 - a. Pricing shall clearly distinguish between:
 - i. Internal network traffic within the cloud environment
 - ii. Data transfer between cloud availability zones or regions

- iii. Internet egress traffic
 - iv. Data download, extraction, or retrieval charges
 - b. Where Tenderers submit network transfer pricing using alternative units or billing methodologies, including gigabytes, terabytes, bundled allowances or tiered charging structures, the Contracting Authority reserves the right to normalise all submitted pricing into an equivalent per MB consumption model for evaluation purposes. Tenderers shall provide sufficient detail and assumptions to support such recalculation and ensure a fair and transparent like-for-like commercial assessment.
- 4. All pricing assumptions, metering methodologies and billing intervals must be clearly documented within the response to ensure transparency and like-for-like evaluation by the Contracting Authority.**

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: **The Commissioner of An Garda Síochána** (the "Contracting Authority")

RE: Request for Tenders for the provision of Managed Cloud Services for An Garda Síochána

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the provision of Managed Cloud Services for An Garda Síochána

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

I, [\[Click here and insert name of Declarant\]](#), of [\[Click here and insert name of entity\]](#) do solemnly and sincerely declare that:

1. I am a [\[insert role of Declarant\]](#) of [\[Click here and insert name of entity\]](#) and am authorized by [\[Click here and insert name of entity\]](#) to make this declaration which relates to a tender ("the Tender") submitted by [\[Click here and insert name of entity\]](#) in response to an RFT dated titled "*Request for Tenders for the provision of Managed Cloud Services for An Garda Síochána*" published by the Commissioner of An Garda Síochána ("the Contracting Authority").
2. Neither [\[Click here and insert name of entity\]](#) nor any person who is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) nor any person who has powers of representation, decision or control in [\[Click here and insert name of entity\]](#) has:
 - a. ever 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. ever 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 the law of the state in [\[Click here and insert name of entity\]](#) is established.
 - c. ever 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. ever 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. ever 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. ever 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.
3. [\[Click here and insert name of entity\]](#):
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:
- a. 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).
 - b. 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.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown 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.
 - h. 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).
 - i. 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.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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.

Signature of Declarant

Declared before me by _____ who is personally known to me
(or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

Appendix 5: Services Contract

The Commissioner of An Garda Síochána

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Managed Cloud Services for An Garda Síochána

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 2025 BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 8, D08HN3X (“the Client”);

and

[Contractor's full legal name], of [address] (“the Contractor”)
(each a “Party” and together “the Parties”).

WHEREAS:

- A. By Request for Tender entitled “*Request for Tenders for the provision of Managed Cloud Services for An Garda Síochána*” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XXXXXX of 2026 dated [insert date] of RFT (“the RFT”) the Contracting Authority invited tenders from economic operators (“Tenderers”) for the provision of the services described in Appendix 1 to the RFT (the “Services”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. The Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission (“the Specification”).
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client’s Contact is [name of contact person] of [address of contact person]; the Contractor’s Contact is [Contractor contact name] of

[Contractor contact address].

5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).
- The Client reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of 2 such extensions permitted subject to its obligations at law
6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client

SIGNED for and on behalf of the Contractor

(being a duly authorised officer)

Witness

Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to 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 Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services 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 Services are provided, that have been established by EU law, 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) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract 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 sub-contract which it awards.
- E. During this Agreement 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.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
- i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point

- (i) or (ii) above;
- iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

- C. 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.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. 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.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;

7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 8. it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and
 10. the Client shall be under no obligation to purchase any minimum number or value of Services.
- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. 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, Subcontractors 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 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100 per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

One Hundred Percent of the amount in dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed One Hundred percent of the Charges in dispute. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.
- G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

6. INTELLECTUAL PROPERTY

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

for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.

- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client’s Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and 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 this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

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

thereby accruing to the Client as a result of the breach.

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

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
1. its professional advisers subject to the provisions of this clause 7; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; 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.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 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; or
 2. which is or becomes public knowledge other than by breach of this clause; or
 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).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable

directions of the Client arising therefrom.

- D. 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 Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. 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.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
 - 1. the nature of the Force Majeure Event;
 - 2. the anticipated delay in the performance of obligations;
 - 3. the action proposed to minimise the impact of the Force Majeure Event;and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for fourteen (14) calendar days either Party may terminate at fourteen 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that

payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving sixty (60) days written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving sixty (60) days written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes 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;
 - 3. 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; and
 - 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
 - i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
 - ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

- E. If requested by the Client, the Contractor shall promptly furnish such anonymized information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 3. comply with all reasonable directions of the Client; and
 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
 - 1. if personally delivered, at the time of delivery;
 - 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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.

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. 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 Client.

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor 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 has any conflicts in relation to the Services and its obligations undertaken under this Agreement. 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 Agreement 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 Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, 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 (Subcontractor 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 Agreement 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.
- C. 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 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement 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.

21. ACCESS TO PREMISES

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

"Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"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"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
- (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access

to or disclosure of Personal Data.

- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

Schedule F: Exit Management

1 Introduction

- 1.1 This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition without any undue disruption to the Services and which shall form the basis of the Exit Management Plan.
- 1.2 The Contractor shall be responsible for the overall management of the exit and service transfer arrangements and shall cooperate with the Client and/or with any Replacement Contractor(s) to facilitate the orderly transfer of the Services (in whole or in part).

2 Exit Management Plan

- 2.1 Within 6 Months of the Effective Date, the Contractor shall deliver to the Client a first draft of the Exit Management Plan which sets out the Contractor's proposed methodology for an exit (including generic details of the Exit Management Services to be provided by the Contractor), with the objective of achieving an orderly transition of the Services from the Contractor to the Client and/or to a Replacement Contractor(s) (if any), on termination of this Agreement (in whole or in part) and which includes:
 - (a) the details set out in the Annex to this Schedule;
 - (b) details to address all of the issues set out in this Schedule; and
 - (c) a timetable for the transition of the Services in alignment with the proposed take on of the Services by the Client and/or Replacement Contractor(s), project milestones, generic timings, process, the responsibilities of each of the Parties and a list of any critical controls for providing the Exit Management Services.
- 2.2 The Exit Management Services to be performed by the Contractor shall include, as a minimum:
 - (a) converting Client Data to a form acceptable to the Client;
 - (b) where required by the Client, providing parallel services until transition to a new system, including providing on-site technical support;
 - (c) where required by the Client, cooperating with the Client and/or Replacement Contractor(s) in developing required interfaces; and
 - (d) such other services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to the Client and/or any Replacement Contractor(s) in accordance with the Contractor's best practices; and the Contractor shall include these activities within the Exit Management Plan.
- 2.3 After the submission of the first draft of the Exit Management Plan, each Party will use its reasonable endeavours to agree the contents of the draft Exit Management Plan. Once the Exit Management Plan is agreed by Client it shall be included in the Detailed Project Plan.
- 2.4 Contractor shall review and (if appropriate) update the Exit Management Plan:
 - (a) in the first Month of each Year ("**Draft Exit Management Plans**"); and
 - (b) within ten (10) Business Days of a notice by either Party to terminate this Agreement ("**Final Exit Management Plan**"),

and following any update, Contractor shall submit the revised Exit Management Plan to Client for review. Following submission of the revised Exit Management Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Management Plan.

- 2.5 If the Parties are unable to agree the contents of any Exit Management Plan (including the Draft Exit Management Plan and the Final Exit Management Plan) then that Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.6 If no Exit Management Plan has yet been agreed to or such plan requires updating at the time of the Exit Assistance Start Date, then the Parties shall work together in good faith to agree and/or update the Exit Management Plan as soon as practicable, setting out the timing and scope of Exit Management Services required by the Client and in accordance with the timescale set out in paragraph 6.4(b) (or such longer period as may be agreed between the Parties).
- 2.7 The Final Exit Management Plan produced by the Contractor must contain sufficient information and detail of all activities required to enable the orderly transfer of the Services to the Client and/or to the Replacement Contractor(s).
- 2.8 Upon the commencement of the Exit Assistance Period the Parties will implement the Exit Management Plan.
- 2.9 In the event of any conflict or inconsistency between this Schedule and the applicable Exit Management Plan, then this Schedule shall govern unless both Parties agree in writing to proceed in accordance with the conflicting or inconsistent part of the Exit Management Plan.

3 Exit Management Services

Appointment of an Exit Manager

- 3.1 Upon commencement of the Exit Assistance Period, each Party shall appoint a member of staff who is appropriately skilled, knowledgeable and experienced to handle the respective obligations under this Schedule and in any Exit Management Plan ("**Exit Manager**") and promptly provide written notification of such appointment to the other Party. The notification provided by the Contractor pursuant to this paragraph shall include details of the relevant background and skills of the Contractor's Exit Manager. The Contractor's Exit Manager shall be responsible for ensuring that the Personnel comply with the provisions of this Schedule and any Exit Management Plan.
- 3.2 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule.
- 3.3 The Parties' Exit Managers shall:
 - (a) liaise with one another in relation to all issues relevant to the termination of this Agreement, and all matters connected with this Schedule and each Party's compliance with it; and
 - (b) meet on a regular basis and as directed by Client to discuss each Parties' performance of its obligations under this Schedule and the Exit Management Plan.

Exit support

- 3.4 The Contractor shall, as soon as reasonably practical, and in any event no later than ten (10) Business Days after a request by the Client, provide information and instruction to the Personnel which could reasonably be expected to enable the Client, the Replacement Contractor(s) (if any) and/or any third parties as the Client may, at its absolute discretion, appoint, to fully understand the scope of and the methodologies used by the Contractor to provide the Services under this Agreement and to enable them to provide the Replacement Services with minimal disruption to the Client. This instruction includes the Contractor assigning relevant members of Personnel to work with the Client and/or the personnel of the Replacement Contractor(s) (if any) to facilitate necessary knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s), as set out in paragraph 7.7.
- 3.5 No later than ten (10) Business Days following the Client's written request, the Contractor shall promptly provide the Client and/or the Replacement Contractor(s) with all necessary information to construct the Exit Management Plan any other items reasonably requested by the Client relating to the Services, as necessary for the Client and/or Replacement Contractor(s) to provide the Replacement Services or undertake their relevant obligations in any Exit Management Plan regarding the Services being terminated.
- 3.6 The obligation on the Contractor in paragraph 7.5 shall include providing (in the format reasonably requested by the Client) any Confidential Information or other material contained in a Contractor proprietary tool which relate to the Services.

Knowledge Transfer

- 3.7 The Contractor shall transfer all necessary knowledge reasonably required for the supply of the Services to the Client and/or to any Replacement Contractor(s), which may, as appropriate, include:
- (a) permitting the Client and/or Replacement Contractor(s) (if any) to participate in workshops, meetings, and "hands-on" activities, where requested by the Client;
 - (b) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services that are necessary to implement the Exit Management Plan;
 - (c) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services as necessary for the client and/or Replacement Contractor(s) to assume responsibility for the Replacement Services in an orderly manner so as to minimise disruption to the operations of the Client;
 - (d) permitting the Client and/or Replacement Contractor(s) (if any) to bring laptops and recording devices to, and use other equipment and connectivity at the Contractor premises to facilitate knowledge transfer;
 - (e) providing training to any Client and/or Replacement Contractor(s) personnel in the performance of those Services that are to be transferred, where requested by the Client;
 - (f) permitting the Client and/or Replacement Contractor(s) (if any) to assign Personnel to work with appropriate members of Personnel to facilitate knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s);
 - (g) providing access to Personnel who have worked or are working on the Client' account (even if they are not dedicated to the Client' account); and
 - (h) explaining any relevant standards and procedures to the Client and/or to any Replacement Contractor(s).

Continued Provision of Services

- 3.8 Unless specified otherwise by the Client, in addition to providing the Exit Management Services, throughout the Exit Assistance Period, the Contractor shall continue to provide the Services up until the date of their actual transfer to the Client and/or to the Replacement Contractor(s) in accordance with the Performance Standard and Service Levels required under this Agreement (except where any Change is expressly agreed under the Final Exit Management Plan). The Client shall continue to pay the relevant Charges in respect of such Services which the Contractor continues to deliver to the Client, and the Contractor shall refund to the Client any amount which it may have been paid in advance in respect of those Services that the Client has not requested the Contractor to continue to provide during the Exit Assistance Period (if any).
- 3.9 The Contractor shall have no right to withhold or limit any of the Services or Exit Management Services on the basis of any alleged breach of this Agreement by the Client.

Cooperation

- 3.10 The Contractor and the Client acknowledge and agree that their mutual cooperation is important to an effective transition of the Services provided by the Contractor to the Client and/or to a Replacement Contractor(s). Subject to the Client and/or any Replacement Contractor(s) entering into reasonable written confidentiality undertakings with the Contractor, the Contractor shall:
- (a) provide all reasonable assistance to the Client and any Replacement Contractor(s);
 - (b) meet with the Client as soon as practicable after a notice of termination or notice of a decision not to extend this Agreement has been given to discuss any required modifications to the then current Exit Management Plan;
 - (c) use all reasonable endeavours to assist the Client and/or the Replacement Contractor(s) in effecting a transition of the Services, in accordance with Good Industry Practice, ITIL standards for service transition and the Contractor's best practices, to the Client and/or the Replacement Contractor(s), including:
 - (i) enabling access to any information held by the Contractor regarding the Services; and
 - (ii) permitting the Client and/or the Replacement Contractor(s) to have reasonable access to the Contractor premises, as may be required for the purpose of conducting reasonable due diligence in relation to the scoping of the Replacement Services; and
 - (iii) providing the number and types of resources necessary to complete the transition in accordance with the Exit Management Plan and/or this Schedule.
- 3.11 The Client shall ensure that the Client and/or any Replacement Contractor(s) complies with the Contractor's reasonable directions and rules if granted access to the Contractor's premises in order to carry out any activities in connection with the transition of the Services. In no event shall the Replacement Contractor(s) be entitled to access records, data, secure areas of the Contractor's premises, or other materials that are not related to the Services.

Transferring Contracts

- 3.12 The Contractor must seek the Client's consent prior to entering into any contract for the procurement of any goods or services (including in relation to any software as a service) which are wholly or substantially used in the supply of the Services from any third party ("**Dedicated Third Party Contracts**") and whose contractual terms do not permit novation or assignment to a Replacement Contractor(s) upon termination of any Services.
- 3.13 The Client shall have the option to require the novation of each Dedicated Third Party Contract (whose terms permit its novation) ("**Transferring Contract**") to a Replacement Contractor(s). As one of the activities to be undertaken pursuant to the Exit Management Plan, the Contractor shall promptly provide the Client with a list of potential Transferring Contracts, together with such accompanying information as may be relevant or as the Client may reasonably require. If the Client elects to request the novation of any Transferring Contracts, it may serve notice(s) upon the Contractor, identifying which Transferring Contracts it wishes to have novated to a Replacement Contractor and the Contractor shall promptly do all such things as may be reasonably required to novate such Transferring Contracts at no additional cost to the Client.
- 3.14 The Contractor shall indemnify and hold harmless the Client and any other Replacement Contractor(s) against all liabilities, losses, damages, claims, demands, actions, costs, regulatory fines, penalties or awards and expenses (including legal expenses) which the Client and/or any other Replacement Contractor(s) suffers or incurs as a result of any claim under any Transferring Contract, arising, or alleged to arise, from any act or omission made prior to the effective date of the assignment of such Transferring Contract.
- 3.15 In respect of any Dedicated Third Party Contracts which the Client chooses not to novate pursuant to paragraph 7.13 or which do not permit novation under paragraph 7.13 but which the Client continues to require the benefit of until the end of the Exit Assistance Period, the Contractor shall continue to provide such goods or services under this Agreement and the Client shall pay an equitable portion of the Charges related to such goods or services being continued.

Other provisions

- 3.16 Save as expressly stated otherwise, the Contractor shall perform its obligations set out in this Schedule and the Exit Management Plan at no cost to the Client.

4 Annex 1 – Details of Exit Management Plan

The Exit Management Plan shall (subject to any limitations imposed by Applicable Laws), include the following details at a minimum:

No.	Activity Description
1	GENERAL
1.1	Contractor's management structure during the Exit Assistance Period and to support the Exit Management Services.
1.2	Confirmation of activities to be conducted during the handover period including the provision of other services or information requested by Client.

1.3	Confirmation of activities to be conducted after the Termination Notice, including the provision of other services or information requested by Client.
1.4	Any contingency measures in respect of delay or the inability of Replacement Contractor(s) to fulfil its obligations;
1.5	Confirmation of the proposed plans to return or dispose of Client property, as required under this Agreement.
1.6	Any other matters agreed between the Parties in respect of the migration of the Services to the Client and/or to a Replacement Contractor(s).
1.7	A definition of the acceptance criteria to be met by the Contractor in providing the Exit Management Services.
1.8	An agreed time line for the Exit Assistance Period during which the delivery and acceptance of the Exit Management Services must be completed.
2	TECHNICAL
2.1	Confirmation of technical details necessary to enable transfer of the Services to the Client and/or to a Replacement Contractor(s), including details of: • consumption and utilisation of resources (such as people, software and equipment); • confirmation of sufficient bandwidth to be made available for the duration of the Exit Management Services by the Contractor to enable the timely migration of all data; • all software and hardware used by the Contractor to provide the Services; • any interfaces with or assistance required from the Client or third party suppliers of the Client; • any IT and telephony requirements (including, where appropriate, the decommissioning of any hardware, software and infrastructure used in the provision of the Services); • technical performance histories over the Term.
2.2	Arrangements for work shadowing and mirroring of the Contractor and training of the Client and/or Replacement Contractor(s).
3	FINANCIAL
3.1	Details of any relevant financial implications of termination of this Agreement, including details of any sums payable by the Client in respect of Exit Management Services.
4	SOFTWARE LICENCES AND SUPPORT CONTRACTS
4.1	Confirmation of licensing and support arrangements for contracts to be transferred/extended.
5	DATA, CONFIDENTIAL INFORMATION, DELIVERABLES AND OTHER DOCUMENTATION/MATERIALS
5.1	Identification of all Data and Confidential Information of the Client held by or on behalf of the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.

5.2	Identification of Deliverables held by or on behalf of the Contractor and the transfer (to the Client and/or to the Replacement Contractor(s)) dates.
5.3	Identification of documentation and any other materials held by the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.4	Knowledge transfer and hand over requirements, including any applicable timetable.
5.5	Data gathering and migration requirements and timetable.
5.6	Deletion of all data after the completion of the Exit Management Services, within a period to be agreed between the Parties when agreeing this Exit Management Plan. Such deletion to be certified and/or evidenced by the Contractor.
6	COMMUNICATIONS
6.1	Communications plan for staff, trade unions and external public relations where applicable.
7	SUPPLIER PREMISES
7.1	Identification of use and location of Contractor premises.
8	KEY PERSONNEL
8.1	Identification and availability of the Key Contractor Personnel to perform the Exit Management Services

5 Introduction

- 5.1 This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition without any undue disruption to the Services and which shall form the basis of the Exit Management Plan.
- 5.2 The Contractor shall be responsible for the overall management of the exit and service transfer arrangements and shall cooperate with the Client and/or with any Replacement Contractor(s) to facilitate the orderly transfer of the Services (in whole or in part).

6 Exit Management Plan

Within 1 Month of the Effective Date, the Contractor shall deliver to the Client a first draft of the Exit Management Plan which sets out the Contractor's proposed methodology for an exit (including generic details of the Exit Management Services to be provided by the Contractor), with the objective of achieving an orderly transition of the Services from the Contractor to the Client and/or to a Replacement Contractor(s) (if any), on termination of this Agreement (in whole or in part) and which includes:

- (a) the details set out in the Annex to this Schedule;
- (b) details to address all of the issues set out in this Schedule; and
- (c) a timetable for the transition of the Services in alignment with the proposed take on of the Services by the Client and/or Replacement Contractor(s), project milestones, generic

timings, process, the responsibilities of each of the Parties and a list of any critical controls for providing the Exit Management Services.

- 6.2 The Exit Management Services to be performed by the Contractor shall include, as a minimum:
- (a) converting Client Data to a form acceptable to the Client;
 - (b) where required by the Client, providing parallel services until transition to a new system, including providing on-site technical support;
 - (c) where required by the Client, cooperating with the Client and/or Replacement Contractor(s) in developing required interfaces; and
 - (d) such other services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to the Client and/or any Replacement Contractor(s) in accordance with the Contractor's best practices;

and the Contractor shall include these activities within the Exit Management Plan.

- 6.3 After the submission of the first draft of the Exit Management Plan, each Party will use its reasonable endeavours to agree the contents of the draft Exit Management Plan. Once the Exit Management Plan is agreed by Client it shall be included in the Detailed Project Plan.

- 6.4 Contractor shall review and (if appropriate) update the Exit Management Plan:

- (a) in the first Month of each Year ("**Draft Exit Management Plans**"); and
- (b) within ten (10) Business Days of a notice by either Party to terminate this Agreement ("**Final Exit Management Plan**"),

and following any update, Contractor shall submit the revised Exit Management Plan to Client for review. Following submission of the revised Exit Management Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Management Plan.

- 6.5 If the Parties are unable to agree the contents of any Exit Management Plan (including the Draft Exit Management Plan and the Final Exit Management Plan) then that Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.6 If no Exit Management Plan has yet been agreed to or such plan requires updating at the time of the Exit Assistance Start Date, then the Parties shall work together in good faith to agree and/or update the Exit Management Plan as soon as practicable, setting out the timing and scope of Exit Management Services required by the Client and in accordance with the timescale set out in paragraph 6.4(b) (or such longer period as may be agreed between the Parties).

- 6.7 The Final Exit Management Plan produced by the Contractor must contain sufficient information and detail of all activities required to enable the orderly transfer of the Services to the Client

and/or to the Replacement Contractor(s).

- 6.8 Upon the commencement of the Exit Assistance Period the Parties will implement the Exit Management Plan.
- 6.9 In the event of any conflict or inconsistency between this Schedule and the applicable Exit Management Plan, then this Schedule shall govern unless both Parties agree in writing to proceed in accordance with the conflicting or inconsistent part of the Exit Management Plan.

7 Exit Management Services

Appointment of an Exit Manager

- 7.1 Upon commencement of the Exit Assistance Period, each Party shall appoint a member of staff who is appropriately skilled, knowledgeable and experienced to handle the respective obligations under this Schedule and in any Exit Management Plan ("**Exit Manager**") and promptly provide written notification of such appointment to the other Party. The notification provided by the Contractor pursuant to this paragraph shall include details of the relevant background and skills of the Contractor's Exit Manager. The Contractor's Exit Manager shall be responsible for ensuring that the Personnel comply with the provisions of this Schedule and any Exit Management Plan.
- 7.2 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule.
- 7.3 The Parties' Exit Managers shall:
- (a) liaise with one another in relation to all issues relevant to the termination of this Agreement, and all matters connected with this Schedule and each Party's compliance with it; and
 - (b) meet on a regular basis and as directed by Client to discuss each Parties' performance of its obligations under this Schedule and the Exit Management Plan.

Exit support

- 7.4 The Contractor shall, as soon as reasonably practical, and in any event no later than ten (10) Business Days after a request by the Client, provide information and instruction to the Personnel which could reasonably be expected to enable the Client, the Replacement Contractor(s) (if any) and/or any third parties as the Client may, at its absolute discretion, appoint, to fully understand the scope of and the methodologies used by the Contractor to provide the Services under this Agreement and to enable them to provide the Replacement Services with minimal disruption to the Client. This instruction includes the Contractor assigning relevant members of Personnel to work with the Client and/or the personnel of the Replacement Contractor(s) (if any) to facilitate

necessary knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s), as set out in paragraph 7.7.

- 7.5 No later than ten (10) Business Days following the Client's written request, the Contractor shall promptly provide the Client and/or the Replacement Contractor(s) with all necessary information to construct the Exit Management Plan any other items reasonably requested by the Client relating to the Services, as necessary for the Client and/or Replacement Contractor(s) to provide the Replacement Services or undertake their relevant obligations in any Exit Management Plan regarding the Services being terminated.
- 7.6 The obligation on the Contractor in paragraph 7.5 shall include providing (in the format reasonably requested by the Client) any Confidential Information or other material contained in a Contractor proprietary tool which relate to the Services.

Knowledge Transfer

- 7.7 The Contractor shall transfer all necessary knowledge reasonably required for the supply of the Services to the Client and/or to any Replacement Contractor(s), which may, as appropriate, include:
- (a) permitting the Client and/or Replacement Contractor(s) (if any) to participate in workshops, meetings, and "hands-on" activities, where requested by the Client;
 - (b) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services that are necessary to implement the Exit Management Plan;
 - (c) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services as necessary for the client and/or Replacement Contractor(s) to assume responsibility for the Replacement Services in an orderly manner so as to minimise disruption to the operations of the Client;
 - (d) permitting the Client and/or Replacement Contractor(s) (if any) to bring laptops and recording devices to, and use other equipment and connectivity at the Contractor premises to facilitate knowledge transfer;
 - (e) providing training to any Client and/or Replacement Contractor(s) personnel in the performance of those Services that are to be transferred, where requested by the Client;
 - (f) permitting the Client and/or Replacement Contractor(s) (if any) to assign Personnel to work with appropriate members of Personnel to facilitate knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s);
 - (g) providing access to Personnel who have worked or are working on the Client' account (even if they are not dedicated to the Client' account); and
 - (h) explaining any relevant standards and procedures to the Client and/or to any Replacement Contractor(s).

Continued Provision of Services

- 7.8 Unless specified otherwise by the Client, in addition to providing the Exit Management Services, throughout the Exit Assistance Period, the Contractor shall continue to provide the Services up until the date of their actual transfer to the Client and/or to the Replacement Contractor(s) in accordance with the Performance Standard and Service Levels required under this Agreement (except where any Change is expressly agreed under the Final Exit Management Plan). The Client shall continue to pay the relevant Charges in respect of such Services which the Contractor continues to deliver to the Client, and the Contractor shall refund to the Client any amount which it may have been paid in advance in respect of those Services that the Client has not requested the Contractor to continue to provide during the Exit Assistance Period (if any).
- 7.9 The Contractor shall have no right to withhold or limit any of the Services or Exit Management Services on the basis of any alleged breach of this Agreement by the Client.

Cooperation

- 7.10 The Contractor and the Client acknowledge and agree that their mutual cooperation is important to an effective transition of the Services provided by the Contractor to the Client and/or to a Replacement Contractor(s). Subject to the Client and/or any Replacement Contractor(s) entering into reasonable written confidentiality undertakings with the Contractor, the Contractor shall:
- (a) provide all reasonable assistance to the Client and any Replacement Contractor(s);
 - (b) meet with the Client as soon as practicable after a notice of termination or notice of a decision not to extend this Agreement has been given to discuss any required modifications to the then current Exit Management Plan;
 - (c) use all reasonable endeavours to assist the Client and/or the Replacement Contractor(s) in effecting a transition of the Services, in accordance with Good Industry Practice, ITIL standards for service transition and the Contractor's best practices, to the Client and/or the Replacement Contractor(s), including:
 - (iv) enabling access to any information held by the Contractor regarding the Services; and
 - (v) permitting the Client and/or the Replacement Contractor(s) to have reasonable access to the Contractor premises, as may be required for the purpose of conducting reasonable due diligence in relation to the scoping of the Replacement Services; and
 - (vi) providing the number and types of resources necessary to complete the transition in accordance with the Exit Management Plan and/or this Schedule.
- 7.11 The Client shall ensure that the Client and/or any Replacement Contractor(s) complies with the Contractor's reasonable directions and rules if granted access to the Contractor's premises in order to carry out any activities in connection with the transition of the Services. In no event shall the Replacement Contractor(s) be entitled to access records, data, secure areas of the Contractor's

premises, or other materials that are not related to the Services.

Transferring Contracts

- 7.12 The Contractor must seek the Client's consent prior to entering into any contract for the procurement of any goods or services (including in relation to any software as a service) which are wholly or substantially used in the supply of the Services from any third party ("**Dedicated Third Party Contracts**") and whose contractual terms do not permit novation or assignment to a Replacement Contractor(s) upon termination of any Services.
- 7.13 The Client shall have the option to require the novation of each Dedicated Third Party Contract (whose terms permit its novation) ("**Transferring Contract**") to a Replacement Contractor(s). As one of the activities to be undertaken pursuant to the Exit Management Plan, the Contractor shall promptly provide the Client with a list of potential Transferring Contracts, together with such accompanying information as may be relevant or as the Client may reasonably require. If the Client elects to request the novation of any Transferring Contracts, it may serve notice(s) upon the Contractor, identifying which Transferring Contracts it wishes to have novated to a Replacement Contractor and the Contractor shall promptly do all such things as may be reasonably required to novate such Transferring Contracts at no additional cost to the Client.
- 7.14 The Contractor shall indemnify and hold harmless the Client and any other Replacement Contractor(s) against all liabilities, losses, damages, claims, demands, actions, costs, regulatory fines, penalties or awards and expenses (including legal expenses) which the Client and/or any other Replacement Contractor(s) suffers or incurs as a result of any claim under any Transferring Contract, arising, or alleged to arise, from any act or omission made prior to the effective date of the assignment of such Transferring Contract.
- 7.15 In respect of any Dedicated Third Party Contracts which the Client chooses not to novate pursuant to paragraph 7.13 or which do not permit novation under paragraph 7.13 but which the Client continues to require the benefit of until the end of the Exit Assistance Period, the Contractor shall continue to provide such goods or services under this Agreement and the Client shall pay an equitable portion of the Charges related to such goods or services being continued.

Other provisions

Save as expressly stated otherwise, the Contractor shall perform its obligations set out in this Schedule and the Exit Management Plan at no cost to the Client.

8 Annex 1 – Details of Exit Management Plan

The Exit Management Plan shall (subject to any limitations imposed by Applicable Laws), include the following details at a minimum:

No.	Activity Description
1	GENERAL
1.1	Contractor's management structure during the Exit Assistance Period and to support the Exit Management Services.
1.2	Confirmation of activities to be conducted during the handover period including the provision of other services or information requested by Client.
1.3	Confirmation of activities to be conducted after the Termination Notice, including the provision of other services or information requested by Client.
1.4	Any contingency measures in respect of delay or the inability of Replacement Contractor(s) to fulfil its obligations;
1.5	Confirmation of the proposed plans to return or dispose of Client property, as required under this Agreement.
1.6	Any other matters agreed between the Parties in respect of the migration of the Services to the Client and/or to a Replacement Contractor(s).
1.7	A definition of the acceptance criteria to be met by the Contractor in providing the Exit Management Services.
1.8	An agreed time line for the Exit Assistance Period during which the delivery and acceptance of the Exit Management Services must be completed.
2	TECHNICAL
2.1	Confirmation of technical details necessary to enable transfer of the Services to the Client and/or to a Replacement Contractor(s), including details of: • consumption and utilisation of resources (such as people, software and equipment); • confirmation of sufficient bandwidth to be made available for the duration of the Exit Management Services by the Contractor to enable the timely migration of all data; • all software and hardware used by the Contractor to provide the Services; • any interfaces with or assistance required from the Client or third party suppliers of the Client; • any IT and telephony requirements (including, where appropriate, the decommissioning of any hardware, software and infrastructure used in the provision of the Services); • technical performance histories over the Term.
2.2	Arrangements for work shadowing and mirroring of the Contractor and training of the

	Client and/or Replacement Contractor(s).
3	FINANCIAL
3.1	Details of any relevant financial implications of termination of this Agreement, including details of any sums payable by the Client in respect of Exit Management Services.
4	SOFTWARE LICENCES AND SUPPORT CONTRACTS
4.1	Confirmation of licensing and support arrangements for contracts to be transferred/extended.
5	DATA, CONFIDENTIAL INFORMATION, DELIVERABLES AND OTHER DOCUMENTATION/MATERIALS
5.1	Identification of all Data and Confidential Information of the Client held by or on behalf of the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.2	Identification of Deliverables held by or on behalf of the Contractor and the transfer (to the Client and/or to the Replacement Contractor(s)) dates.
5.3	Identification of documentation and any other materials held by the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.4	Knowledge transfer and hand over requirements, including any applicable timetable.
5.5	Data gathering and migration requirements and timetable.
5.6	Deletion of all data after the completion of the Exit Management Services, within a period to be agreed between the Parties when agreeing this Exit Management Plan. Such deletion to be certified and/or evidenced by the Contractor.
6	COMMUNICATIONS
6.1	Communications plan for staff, trade unions and external public relations where applicable.
7	SUPPLIER PREMISES
7.1	Identification of use and location of Contractor premises.
8	KEY PERSONNEL
8.1	Identification and availability of the Key Contractor Personnel to perform the Exit Management Services

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 2026 BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 8, D08HN3X (hereinafter “the Contracting Authority”) of the one part;

and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled “*Request for Tenders for the provision of Managed Cloud Services for An Garda Síochána*” (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Services described in Appendix 1 to the RFT (the “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “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”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time
4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:
 - 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
5. The obligations in this Agreement will not apply to any Confidential Information:
 - i in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
 - ii which is or becomes public knowledge other than by breach of this clause; or
 - iii is independently developed by the Contractor without access to or use of the Confidential Information; or
 - iv is lawfully received from a third party (with full right to disclose).
6. The Contractor undertakes:
 - 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
- “Data Controller” has the meaning given under the Data Protection Laws;
- “Data Processor” has the meaning given under the Data Protection Laws;
- “Data Subject” has the meaning given under the Data Protection Laws;
- “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
- “Personal Data” has the meaning given under Data Protection Laws;
- “Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor

in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
- (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

- F. The Contractor shall without undue delay report in writing to the Contacting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contacting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor

Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

End of Document