

**Request for Tenders dated 01st July 2026
to establish a**

**Single Supplier Framework Contract
for the provision of**

**Fuel Charge Card Services
UGF018F**

Tender procedure: Open procedure

Tender Deadline: 12:00 Noon 05th August 2026

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Part 1: Introduction

- 1.1 The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the “Contracting Authority”) is issuing this request for tenders (“RFT”) as a central purchasing body for use by the Framework Clients (defined below). The Office of Government Procurement (the “OGP”) is an office within the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation tasked with sourcing goods and services on behalf of the public service. References to the Contracting Authority will be deemed to include the OGP.

The Contracting Authority invites tenders (“Tenders”) from economic operators (“Tenderers”) for the award of a single supplier framework contract (the “Framework Contract”) 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 fuel, energy, automotive products and fuel charge card services (the “Services”).

The Services are to include a fuel charge card mechanism (“Fuel Charge Card”), whereby holders of the Fuel Charge Card can purchase:

- Automotive fuel products (unleaded petrol, road diesel/derv, Hydrotreated Vegetable Oil (HVO) and green diesel/agri diesel)
- Automotive ancillary products (lubricants, and Fuel additives (Adblue))
- EV charging facilities
- Car washing facilities
- Air/water

The Services will also include the management and co-ordination of the Fuel Charge Cards.

Tenderers should be aware that the provision of Hydrogen, Compressed Natural Gas (CNG) or any other energy source developed that may be required during the lifetime of this Framework Agreement, as Public Sector bodies transition to sustainable energy sources; If a requirement for an additional energy source type is identified by the Contracting Authority, then the Framework Members will be required to work with the Contracting Authority to identify and implement a suitable solution.

- 1.3 This single supplier framework will be divided into 3 (three) Lots (each a “Lot”) as described below. Each Lot will result in a separate contract (each a “Framework Contract”).

Lot 1: Single Supplier Framework Contract for An Garda Síochána,

- the following Framework Clients may call off Services:

- An Garda Síochána

It is anticipated that approximately 5.5 million litres of liquid fuel will be provided annually under Lot 1, of which 90% will be diesel (including road diesel/derv, Hydrotreated Vegetable Oil (HVO) and green diesel/agri diesel) with the remainder being petrol.

- This is an estimate only, and the actual amount of liquid fuel required (and the proportions of diesel/petrol) may be higher or lower than this estimate.

Lot 2: Single Supplier Framework Contract for the Health Sector

– the following Framework Clients may call off Services:

- Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and HSE funded agencies throughout the state, including but not limited to , those organisations that are considered section 38 and 39 entities and the Health Information and Quality Authority (HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”);

It is anticipated that approximately 10.5 million litres of liquid fuel will be provided annually under Lot 2, of which 90% will be diesel (including road diesel/derv, Hydrotreated Vegetable Oil (HVO) and green diesel/agri diesel) with the remainder being petrol.

- This is an estimate only, and the actual amount of liquid fuel required (and the proportions of diesel/petrol) may be higher or lower than this estimate.

Lot 3 : Single Supplier Framework Contract for all entities specified in paragraph 1.4 (excluding An Garda Síochána and the Health Sector)

– the following Framework Clients (excluding Lot 1 & Lot 2 Framework Clients) may call off Services:

- Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (other than those specified in Lot 1) (themselves including regional assemblies, local enterprise boards and library bodies);
- Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service);
- Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
- The Irish Prison Service; and
- The Defence Forces
- For the avoidance of doubt, Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation

It is anticipated that approximately 8 million litres of liquid fuel will be provided annually under Lot 3, of which 90% will be diesel (including road diesel/derv, Hydrotreated Vegetable Oil (HVO) and green diesel/agri diesel) with the remainder being petrol.

- This is an estimate only, and the actual amount of liquid fuel required (and the proportions of diesel/petrol) may be higher or lower than this estimate.

1.3.1

Tenderers may submit Tenders for one, two or three Lots and each Lot will be evaluated separately (by application of the Award Criteria set out in paragraph 3.3 of this RFT).

Tenderers can be awarded a Framework Contract for a **maximum of two Lots only**.

If Tenderers submit Tenders for Lots 1 and 2 and 3, a single Tender will suffice.

In submitting a Tender, Tenderers must:

- a) clearly state which Lot(s) they are tendering for and
- b) ensure that their Tender(s) meet the requirements of each particular Lot.
- c) Fully adhere to the instructions set out in **Appendix 2: Pricing Schedule** and **Attachment 3- Proposed Service Stations & Minimum Coverage Requirements**.
 - In **Appendix 2: Pricing schedule**, where all values for a Lot are not entered, the tenderer will be eliminated from that Lot.

The tenderer awarded a Framework Contract for Lot 2 will not be awarded a further Framework Contract.

Where a tenderer has been identified as the highest ranked Tenderer for two Lots, including Lot 2, that Tenderer will be awarded a Framework Contract for Lot 2 only.

- In this case, the Framework Contract for the other Lot will be awarded to the second highest ranked Tenderer for that Lot.

Where a Tenderer has been identified as the highest ranked Tenderer for all Lots and has complied with all the requirements of this RFT, that Tenderer will be awarded Framework Contracts for Lot 1 and Lot 3.

- In this case, the Framework Contract for Lot 2 will be awarded to the second highest ranked Tenderer for that Lot.

Tenderers must submit one Tender Response Document (TRD) and state which Lot(s) they are tendering for on the Tender Response Document (TRD).

1.4 The following entities (each a “Framework Client”) may activate (or “call off”) the purchase of Services by way of a “Client Contract” in accordance with the rules set out in clause 23 of the Framework Contract set out at Appendix 5. The Contracting Authority is also a Framework Client.

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
2. Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and the Health Information and Quality Authority (HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
3. Contracting authorities which are Third Level Educational Institutions (including universities, technical universities, institutes of technology and members of the Education Procurement Service);
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools
5. An Garda Síochána (Police);

6. The Irish Prison Service; and

7. The Defence Forces.

1.5 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 Framework Contract that may result from this Competition will be issued for a term of **48 months** (“the Term”).

1.6 *Not Used*

1.7 The Contracting Authority estimates that the expenditure to be covered by the proposed Framework Contracts may amount to some €197,000,000.00 (One hundred and ninety-seven million euro) (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.

Lot	Est. Volumes	Est. Value
Lot 1	5,500,000	€ 45,145,833
Lot 2	10,500,000	€ 86,187,500
Lot 3	8,000,000	€ 65,666,667
Total	24,000,000	€ 197,000,000

1.8 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 Client Contracts 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 Client 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 / Framework Client 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 Framework Contract and/or a Client Contract. The conclusion of a Framework Contract does not guarantee the award of any Client Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Contract has been executed by and on behalf of the Contracting Authority.

In respect of Framework Clients, no enforceable commitment of any kind will exist unless and until a formal written notification ("Notification to Activate Services Form" or "NASF") is executed by the Framework Client and furnished to the Contractor in accordance with the requirements of clause 23 of the Framework Contract. Tenderers should note the requirements of clause 23D of the Framework Contract which provides that *"Upon execution by the Contractor of the NASF, the Contractor shall comply with all obligations under the Framework Contract and the Confidentiality Agreement for the benefit of the Framework Client as if references to the Client in the Framework Contract and the Confidentiality Agreement were references to the Framework Client and, for these purposes, the NASF, the Framework Contract and the Confidentiality Agreement shall together constitute the "Client Contract".*

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 (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Framework Contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender. The award of a Framework Contract or a Client Contract under the Framework Contract does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that neither the Contracting Authority nor any Framework Client shall be under any obligation to purchase any minimum value of Services under any Framework Contract or Client Contract.

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; the information contained in it continues to be correct and
- (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 paragraph 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 FRAMEWORK CONTRACT AND CLIENT CONTRACT

2.3.1 The award of Client Contracts under a Framework Contract shall be made in accordance with the rules set out in clause 23 of the Framework Contract at Appendix 5 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Contract by signing the Tenderers' Statement at Appendix 3. Tenderers may not amend the Framework 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 resubmit. 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 and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email 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 Framework Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework 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 TENDER 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 ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that 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 **12:00 (noon) on 05th August 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 for each Lot.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Word, Excel or PDF reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

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 12:00pm noon on 22nd July 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact potential Framework Clients 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.

2.9.2 The successful Tenderer must return the original signed confidentiality agreement, as set out in Appendix 6 ("Confidentiality Agreement") to the Contracting Authority in accordance with paragraph 3.6 below. The Confidentiality Agreement must be in the form as set out at Appendix 6 and Tenderers may not amend the Confidentiality Agreement. In the event of a Client Contract (as defined in clause 23D of the Framework Contract) being activated by a Framework Client in compliance with clause 23, the successful Tenderer shall comply with the terms of the Confidentiality Agreement in respect of Confidential Information provided by the Framework Client as if references in the Confidentiality Agreement to the Client were references to the Framework Client. The successful Tenderer shall, if requested to do so by the Framework Client, execute a separate Confidentiality Agreement on the terms of the Confidentiality Agreement set out in Appendix 7 for the benefit of the Framework Client.

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 6 months commencing from the Tender Deadline.
- 2.10.4** Any currency variations occurring over the term of the Client Contract shall be borne by the Tenderer.
- 2.10.5** Payments for Services provided pursuant to this RFT shall be made subject to and in accordance with the Framework Contract at Appendix 5 to this RFT.
- 2.10.6** *Not Used*

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1** In the performance of any Client Contract activated in accordance with clause 23 of the Framework Contract, the successful Tenderer(s) 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 S.I. 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 Framework Contract or Client 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/Subcontractor and the Contracting Authority, any Framework Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or any Framework Client 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/Subcontractor.

The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 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 Framework Contract or Client Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderer's 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 Framework Contract or Client 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 Framework 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 or any Framework Client. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority and any Framework Client 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*

2.20.2 *Not Used*

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million for any one claim or a series of claims arising out of a single occurrence.
Public Liability	€6.5 million for any one claim or a series of claims arising out of a single occurrence.
Product Liability	€6.5 million for any one claim or a series of claims arising out of a single occurrence.
Environmental Indemnity Insurance	€2 million for any one claim or a series of claims arising out of a single occurrence.
Cyber Liability Insurance	€5 million for any one claim or a series of claims arising out of a single occurrence.

- 2.21.2** By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Framework Contract under this Competition, (i) they will, from the Commencement Date of the Framework Contract (as defined in the Framework 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 Framework Contract.
- 2.21.3** The successful Tenderer will, during the term of the Framework Contract, be required to:
- (a)** immediately advise the Contracting Authority and any Framework Client which has activated a Client Contract of any material change to its insured status;
 - (b)** produce proof of current premiums paid upon request; and
 - (c)** produce valid certificates of insurance upon request.

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 S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 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 S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016), 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 for each Lot applied for in 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) all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives 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 subcontractor, supplier, or other entity on whose capacity the prime contractor relies 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 *unless* it replaces the entity concerned 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 in respect of each Lot tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

(i) Annual Turnover Requirements

Lot 1: Tenderers must demonstrate a minimum annual turnover of **€8,000,000** (ex. VAT) for at least one of the last three financial years.

Lot 2: Tenderers must demonstrate a minimum annual turnover of **€16,000,000** (ex. VAT) for at least one of the last three financial years.

Lot 3: Tenderers must demonstrate a minimum annual turnover of **€12,000,000** (ex. VAT) for at least one of the last three financial years.

In order to be awarded Framework Contracts for both Lot 1 and Lot 3, Tenderers must demonstrate a minimum annual turnover of **€20,000,000** (ex. VAT) for at least one of the last three financial 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 in respect of each Lot tendered for] 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 B (i) Experience

Tenderers must have successfully undertaken three (3) contracts within the last three (3) years which demonstrate that the Tenderer has delivered similar services to those as set out in Appendix 1, and in respect of each Lot:

Lot 1: Tenderers should note that the three (3) contracts provided must have included the provision of a minimum of 1,000 (in aggregate over the 3 contracts) fuel charge cards.

Lot 2: Tenderers should note that the three (3) contracts provided must have included the provision of a minimum of 1,000 (in aggregate over the 3 contracts) fuel charge cards.

Lot 3: Tenderers should note that the three (3) contracts provided must have included the provision of a minimum of 700 (in aggregate over the 3 contracts) fuel charge cards.

Tenderers must provide three (3) references to demonstrate this capacity.

Each reference in respect of each contract must be on client headed paper and clearly state the following:

- i. that the client was content with the level of service provided by the Tenderer in the provision of the contract,
- ii. the number of fuel charge cards provided in the contract undertaken;
- iii. the date and term/duration of the contract; and
- iv. relevant contact details which may be used for verification purposes.

Tenderers must include the 3 references as detailed above with their tender response.

Prior to award of a Framework Contract, the Contracting Authority may contact some or all referees for the purpose of verifying that the details contained in the references are a true and accurate reflection of service delivery undertaken by the Tenderer in question.

3.2 B (ii) Disaster Recovery and Business Continuity (DRBC) Plan

A comprehensive Disaster Recoveries and Business Continuity (DRBC) Plan will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract.

The DRBC plan must detail the processes and procedures, which the Contractor shall follow to ensure business continuity in the event of any disaster. It must detail operational steps to be taken in the event of any failure, or disruption of any element, which may impact upon performance of the Framework Contract. Where a disaster of any kind occurs, be it natural or otherwise, the plan must demonstrate how any disruption to services will be restored to the greatest extent possible. In particular, the DRBC Plan should address how the Contractor will manage any breakdown in the supply chain, and reduce the impact of same including recovery time. Supply chain issues should include, but shall not be limited to:

- extreme weather conditions,
- accidents,
- shipping shortages/distribution issues,
- trade embargo,
- civil and international unrest and disputes,
- Issues at the point of fuel import,
- quality issues.

The DRBC plan must ensure that all risks, including any risks to the supply chain are regularly monitored so that the Contractor can at all times have in place a robust risk management plan.

3.2.B (iii) Complaints Handling Code of Practice

A comprehensive Complaints Handling Code of Practice will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract. The Code of Practice must set out in detail and to the satisfaction of the Contracting Authority how the tenderer will meet its obligations under section 13 of **Appendix 1: Requirements and Specifications**.

3.2.B (iv) Minimum Coverage Requirements

The locations required to be served for each Lot, the maximum distance from each location to be served, the minimum required number of service stations required in each County or Garda Division (as appropriate), and the minimum required number of 24 hour service stations required in each County or Garda Division (as appropriate) are set out within Attachment 3 and Appendix 1. Tenderers must complete Attachment 3 in accordance with the instructions therein and submit this with their tender submission.

- Where a completed Attachment 3 is not received with a tender submission, the tender will be eliminated.

The Contracting Authority will perform and document verification of all tenders submitted to verify the details set out in the tender submission and ensure minimum coverage requirements are met.

Where a tender submission does not meet the minimum coverage requirements, the tender will be eliminated.

3.2.B (v) Cyber Security Risk Management

A comprehensive Cyber Security Risk Management policy will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract. The Policy must set out in detail and to the satisfaction of the Contracting Authority how the tenderer will manage Cyber Security Risk during the term of the Framework Contract.

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

3.3 AWARD CRITERIA

- 3.3.1 The Framework Contract for each Lot will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Award Criteria	Maximum Marks Available	Minimum Marks Required
AWARD CRITERION ONE: Implementation and Roll-Out (25 marks available)		
Implementation and roll out of the Framework and Client Contract:	25	15

With reference to the requirements detailed at Appendix 1, see section 3 “Implementation Plan” Tenderers must demonstrate the quality of their implementation plan to deliver the Services so as to ensure timely delivery in accordance with Framework Client requirements. The requirements to be taken into account are: - A comprehensive Project Plan to include 3rd party supplier if being utilised must be submitted with your tender. - Identify the Account Manager and clearly outline their role in facilitating the introduction of the Fuel Charge Card Services. - Timescale of roll out with key milestones listed including resource requirements - IT requirements-planning and implementation - Defining of Fuel Charge Card collection and delivery points and site access protocols including security clearance - Development of user guides Minimum scoring applies. Failure to meet the minimum score for this criterion will result in the Tender being eliminated from the competition.		
AWARD CRITERION TWO: Quality of Contract Management (50 marks available)		
Quality of Contract Management: With reference to the requirements detailed at Appendix 1, see section 11 “Account Manager” Tenderers must demonstrate their approach for the provision of a dedicated account manager so as to ensure that Framework Clients have a direct point of contact and to ensure that there is user support, for the duration of the Framework. The requirements to be taken into account are: - The account manager shall provide a single point of contact to the Framework Client for all day-to-day administrative functions.	50	30

- Explain the features and benefits of Fuel Charge Cards to Framework Clients. - Introduce the commercial basis on which the Fuel Charge Card Service will operate. Tenderers must provide: - A description of the roles and duties of the account/contract management team, and the relevant skills and experience of the personnel specifically assigned to those roles. - A description of the IT systems that will be used to manage and deliver a high quality, reliable, efficient and well-managed service. - A detailed and specific description of how the Tenderer will manage the proposed contractors/consortia to deliver a high-quality, reliable, efficient and well-managed service for all products required on the following Fuel Charge Card services - o automotive fuel products(unleaded petrol, road diesel/derv, HVO, and green diesel/agri diesel) - o Lubricant products - o air/water - o car washing facilities Minimum scoring applies. Failure to meet the minimum score for this criterion will result in the Tender being eliminated from the competition.		
AWARD CRITERION THREE: Proposed approach to Prioritising Provision of Fuel to Emergency Services (25 marks available)		
Tenderers are required to demonstrate in a clear and comprehensive manner their proposed arrangements to ensure the continuity of supply to emergency services in the event of supply chain or logistical issues (including inaccessibility or closure- of whatsoever nature and for whatsoever reason- of individual sites, roads or routes) arising (whether national, regional, or local) which has the effect of reducing or limiting the supply of fuel at individual service stations. The procedure will apply • In its entirety to Lot 1 and Lot 2	25	15

• For Lot 3 to ○ The Defence Forces (and all components thereof) ○ The Fire/Rescue Service/Brigade of each Local Authority ○ Civil Defence ○ Criminal Assets Bureau ○ Revenue & Customs Unit ○ Railway accident investigation unit ○ Irish Prison Service ○ Probation Service ○ Revenue Commissioners ○ Fiosru ○ Coast Guard ○ Commissioner of Irish Lights ○ Oberstown CDC ○ Prison Service Escort Corps ○ Any Framework Client which the Contracting Authority notifies to the supplier is for the purpose of the Framework Agreement is an Emergency Service. Tenderers must describe: - The key personnel within the tenderer who will communicate on an ongoing basis with client emergency services ○ 2 or more key personnel should be named ○ At least 1 contact phone number and at least 1 contact email address should be provided - How it will ensure that email correspondence will be responded to substantively within 24 hours of issue. ○ A “substantive” response shall include the actions which will be taken to meet the requirements of the client emergency services, and a clear timeline for implementation of those actions. - How sufficient supplies will be maintained nationally and regionally to ensure the demands of emergency services can be met for period of at least 30 days commencing from the time supply chain or logistical issues commence - How they will liaise with emergency services (in particular An Garda Síochána and National Ambulance Service) to identify key locations for prioritisation of fuel supply. - How they will ensure access to a sufficient number of delivery vehicles to provide fuel to key locations identified in consultation with emergency services - How communications with emergency service personnel will ensure affected clients are aware of locations where fuel is available ○ The response process and maximum time for substantively responding to email		
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communications from emergency services should be set out in detail - How emergency services will be prioritised to ensure official vehicles may be fuelled (without limit as to quantity of fuel per official vehicle) Minimum scoring applies. Failure to meet the minimum score for this criterion will result in the Tender being eliminated from the competition		
AWARD CRITERION FOUR: Environmental (200 marks available)		
Hydrotreated Vegetable Oil (HVO) Tenderers must complete the relevant sheets of Attachment 3 by selecting the relevant response in the column headed “HVO Available” as outlined in the instructions set out within Attachment 3 Marks will be awarded according to the number of sites providing HVO refuelling services nationwide, according to the following formula: $\text{Score} = \left(\frac{\text{Number of service stations providing HVO Tendered}}{\text{Highest Number of service stations providing HVO Tendered}} \right) * \text{Available Marks}$	150	n/a
Electric Vehicle Charging Tenderers must complete the relevant sheets of Attachment 3 by selecting the relevant response in the column headed “EV Charging Available” as outlined in the instructions set out within Attachment 3 Marks will be awarded according to the number of sites providing Electric Vehicle Charging services nationwide according to the following formula: $\text{Score} = \left(\frac{\text{Number of service stations providing EV Charging Tendered}}{\text{Highest Number of service stations providing EV Charging Tendered}} \right) * \text{Available Marks}$	50	n/a
AWARD CRITERION FIVE: Price (700 Marks Available)		

Supplier Premium for Liquid Automotive Fuels Please refer to Appendix 2 for instructions on completing the Pricing Schedule. $\text{Score} = \left(\frac{\text{Lowest Cost Tender}}{\text{Cost of Tender being evaluated}} \right) * \text{Available Marks}$	650	n/a
Supplier Pricing- All Other Products Please refer to Appendix 2 for instructions on completing the Pricing Schedule. $\text{Score} = \left(\frac{\text{Lowest Cost Tender}}{\text{Cost of Tender being evaluated}} \right) * \text{Available Marks}$	50	n/a
TOTAL MARKS FOR AWARD CRITERIA 1-5:	1,000	

The evaluation of Tenders in response to the Award Criteria in paragraph 3.3.1 above will be conducted in accordance with the following methodologies:

AWARD CRITERIA ONE to THREE: Quality of Service Proposal (100 Marks)

Tenderers must respond to each of the three qualitative criteria questions detailed at paragraph 3.3.1 of the RFT. Tenderers must provide their written responses in the Tender Response Document. **Written responses must not exceed 1,500 words for each answer. Members of the Evaluation Panel will stop reading the response after 1,500 words.**

Each response shall receive an initial score of between 0 and 5, in accordance with the scoring matrix below. This mark, or multiplier, will be used to calculate the score to be awarded. For example, if a score of 100 is available, the base score is 20 (100 / 5). If the Tenderer is marked 5 (excellent), a score of 100 marks will be awarded (20 x 5). If the Tenderer is marked 2, a score of 40 marks will be awarded (20 x 2). Scores will be awarded on the basis of whole numbers only.

Minimum Score Required - Tenderers should note that they must achieve the minimum score for each individual criterion (where required). Any Tenderer who fails to achieve any minimum qualifying mark as specified above shall be eliminated from the Competition for the Lot (or Lots) in question, and the remainder of its Tender submission shall not be assessed.

Scoring Matrix:

Score	Characteristics of Response
5	An excellent response providing comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
4	A very good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a high standard.
3	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
2	A response where reservations exist. Lacks full credibility/convincing detail, and does not provide confidence to the Contracting Authority that the required services will be successfully delivered.
1	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0	No response or partial response only and poor evidence provided in support of it: failure to meet the requirements.

AWARD CRITERIA FOUR: Environmental (200 marks available)

Tenderers must, as part of their tender submission, state which of the Service Stations proposed in Attachment 3 provides (at the time of tender submission) Hydrotreated Vegetable Oil (HVO) or Electric Vehicle (EV) charging. This should be stated by selecting “Yes” in the column(s) headed **“HVO Available”** or **“EV Charging Available”** for the relevant service station if HVO and/or EV charging is available at that location.

- Tenderers may also propose additional service stations which are not listed as proposed for a specific Garda Station (Lot 1 & Lot 3) or Client Location (Lot 2). Attachment 3 sets out where to enter the details of such additional service stations for the relevant Lot.
- The Contracting Authority will verify whether service stations submitted have HVO and EV Charging available.

Hydrotreated Vegetable Oil (HVO)

Marks will be awarded according to the number of service stations providing HVO refuelling services nationwide, according to the following formula:

$$\text{Score} = \left(\frac{\text{Number of service stations providing HVO Tendered}}{\text{Total Number of Service Stations}} \right) * \text{Available Marks}$$

Electric Vehicle (EV) Charging Services

Marks will be awarded according to the number of sites providing Electric Vehicle Charging services nationwide according to the following formula:

$$\text{Score} = \left(\frac{\text{Number of service stations providing EV Charging Tendered}}{\text{Highest Number of service stations providing EV Charging Tendered}} \right) * \text{Available Marks}$$

AWARD CRITERIA FIVE: Price (700 Marks)

The weighting applied to Price is as follows;

Pricing Schedule Award Criteria	Weighting	Marks
Supplier Premium for Liquid Automotive Fuels	65%	650
Supplier Pricing - All Other Products	5%	50
Total Available	70%	700

Pricing will be directly linked to the PLATTS Index Monthly Average and the ECB USD vs Euro exchange Monthly Average without exception for the duration of the Framework Agreement.

- Instructions for completion of the pricing schedule are set out on sheet **01 Information Page** of Appendix 2: Pricing Schedule.
- The weightings used to calculate the price for evaluation purposes (*and an example of the application of these weightings to example prices to calculate an example price for evaluation purposes*) of each element of each premium are set out in sheet **02 Supplier Pricing** of Appendix 2: Pricing Schedule.

Supplier Premium for Liquid Automotive Fuels

The per litre price of fuel will include import costs, handling, transport costs to final destination, bio-fuels insurance and freight, etc., as well as the Suppliers margin.

Evaluation of Cost

Costs will be evaluated using the following formula;

$$Score = \left(\frac{\text{Lowest Cost Tender}}{\text{Cost of Tender being evaluated}} \right) * \text{Available Marks}$$

The results of application of the above formula will be rounded to the nearest whole number.

The same methodology will be used to evaluate the scores across all lots.

Tie Break Rule

In the event that there is a tie for a Lot, the following tie-break approach will be adopted:

(i) The Tenderer who has been awarded the highest overall mark for the Qualitative Award Criteria element (i.e. non-cost related element) of their Tender will be deemed to be the higher ranking.

(ii) In the unlikely event of the application of this tie-break rule still not resulting in the determination of the higher-ranking Tenderer at this stage, the approach will continue to be applied to each of the qualitative criteria in the descending order by weighting until such time as the higher-ranking Tenderer can be determined.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Framework Contract for each Lot 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
- (b) 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

Tenderers may be required to make a presentation of the proposal contained in their Tender. The

Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). 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 FRAMEWORK CONTRACTS

- 3.6.1** The successful Tenderer must sign and return the Framework Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 10 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Contract in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Framework 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 Framework 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.

This Competition relates to the provision of fuel, automotive products and fuel charge card services (together the “Services”). The Services include a card mechanism (“Fuel Charge Card”) which work in a similar way to a credit card, whereby holders of the Fuel Charge Card can purchase

- automotive fuel products (including unleaded petrol, road diesel/DERV, Hydrotreated Vegetable Oil (HVO) and green diesel/agri diesel
- automotive fuel products (including lubricants, and Fuel additives (AdBlue))
- EV charging facilities
- Car washing facilities
- Air/water

The Services also include the management and co-ordination of the Fuel Charge Cards and other services/requirements set out in this Appendix 1.

As public sector bodies transition to sustainable energy solutions, Tenderers should be aware that the provision of Hydrogen, Compressed Natural Gas (CNG) or any other energy source developed may be required during the lifetime of this Framework Agreement. If a requirement for an additional energy source type is identified by the Contracting Authority, then the Framework Members will be required to work with the Contracting Authority to identify and implement a suitable solution.

Fuel Charge Cards must be accepted at a geographically wide range of nationwide outlets. Specific details of the required geographical distribution of services are set out below and in the attachments referred to.

All the Services described in this Appendix 1, including the Fuel Charge Card, must be factored in and included in the prices quoted in the supplier premium and all other products (see Appendix 2 Pricing Schedule).

Each of service stations proposed as part of the tender (either in direct ownership or by third party service provider / franchise extension) must accept the Fuel Charge card for all services stated to be available at that service station in the tender submission.

Tenderer must submit one Tender Response Document (TRD) and state which Lot(s) they are tendering for on the Tender Response Document (TRD).

Tenderer must submit pricing schedule in accordance with the instructions set out in this RFT.

This single supplier framework will be divided into 3 (three) Lots (each a “Lot”) as described below. Each Lot will result in a separate contract (each a “Framework Contract”).

- **Lot 1:** Single Supplier Framework Contract for An Garda Síochána,
- **Lot 2:** Single Supplier Framework Contract for the Health Sector
- **Lot 3 :** Single Supplier Framework Contract for all entities specified in paragraph 1.4 of the RFT (excluding An Garda Síochána and the Health Sector)

Further particulars of each Lot and the Framework Clients which may call of services from each Lot are set out in sections 1.3 and 1.4 of the Request for Tenders

Lot 1: This is solely for the use of An Garda Síochána. Their specific requirements form the basis for the coverage requirements for Lot 1 (see Attachment 3 to this RFT).

Tenderers should note that the requirements for Lot 3 are modelled on the An Garda Síochána coverage map as An Garda Síochána (of all potential Framework Clients) has a consistently widespread coverage requirement throughout all counties in the State.

Lot 2: Can be utilized by the National Ambulance Service, HSE and the Health Sector (see Attachment 3 to this RFT).

Lot 3: Can be utilized by all Local Authorities, Education sector and Central Government bodies including Irish Prison Service (see Attachment 3 to this RFT).

The Framework Clients according to the particular Lot set out in paragraph 1.4 of the RFT will be eligible to call off the purchase of Services.

The following table illustrates the approximate of fuel usage for 2025, per Lot, based on current framework usage from 01 January 2025 to 31 December 2025:

2025	<i>Diesel (Litres)</i>	<i>Unleaded (Litres)</i>
Lot 1		
An Garda Síochána	4.6 million	0.6 million
Lot 2		
Health Service Executive	9.9 million	0.5 million
Lot 3		
All other Public Sector bodies	8.4 million	0.4 million

1. Coverage Requirements

- **Maximum Distance by Road from Garda Station to Service Station**
 - See 'Attachment 3'
- **Minimum number of Service Stations per County or Garda Division**
 - See 'Attachment 3'
- **Minimum Number of Individual 24 Hour Service Stations per County or Garda Division**
- See 'Attachment 3'

Completion of Attachments

In respect of each Lot tendered for, Tenderers must complete the attachments provided with this RFT and refer to instructions set out in the attachment.

1. Attachment 3: Maximum Distance by Road from Garda Station/Client Location to Service Station

Attachment 3 identifies Garda Stations/Client Locations required to be serviced and indicates within which of the 6km, 12km or 27km maximum distances by road tenderers must provide a service station.

- The minimum number of Garda Stations/Client Locations required to be serviced within the stated maximum distance for each Lot is set out in Attachment 3.
- The minimum number of service stations, and 24 hour service stations required within the relevant geographic area (as set out in Attachment 3) is also set out in Attachment 3.
- Eircodes are provided for each Garda Station/Client location and should be used as the point of origin to determine the distance by road to the Service Station proposed.

Failure to meet any of the minimum number of Garda Stations/Client Locations required to serviced, minimum number of service stations with the relevant geographic area, or minimum number of 24 hour (twenty four hour) service stations with the relevant geographic area for a Lot will result in the tender being eliminated from that Lot.

A detailed map of the Garda Administration Boundaries (divisional borders) can be found at the following link:

<https://garda.maps.arcgis.com/apps/webappviewer/index.html?id=6b2f1764d5254ceea88ab0d5daf82ed>

AVAILABLE SERVICES:

Tenderers should, for each service station proposed, (indicate in adherence to the instructions set out) in Attachment 3, the availability of:

- 24-hour (twenty four hour) services
- Hydrotreated Vegetable Oil (HVO) as specified below
- Battery Electric Vehicle (EV) charging as specified below
- Car wash facilities

Any of the services above indicated as being available must be available to purchase through the Fuel Charge Card at the locations where its availability is indicated.

- Tenderers must ensure that all appropriate Permits, Licenses and Certifications required in relation to car-washing and wastewater management are in place for sites offered.

Where a Tenderer intends to rely on any independent entity or entities for utilisation of their Service Stations in the provision of the Services, the tenderer is responsible for ensuring they hold all appropriate Permits, Licenses and Certifications required in relation to car-washing and wastewater management.

Reliance on third party service stations – proof of agreements

Where a Tenderer intends to rely on any independent entity or entities for utilisation of their Service Stations in the provision of the Services, an undertaking will be required from such entity/entities (i.e. sub-contractor(s) or independent franchisee(s)) confirming their agreement that:

- (i)*** their service stations can be used for the supply of fuel and other products for the duration of any Framework Contract held by the Tenderer; and
- (ii)*** it shall place the relevant resources at the disposal of the Tenderer (prime-contractor) for the duration of any Framework Contract.
- (iii)*** they hold all appropriate Permits, Licenses and Certifications required in relation to car-washing and wastewater management.

This must be provided with the Tender, on the relevant entity headed paper.

Where the successful Tenderer(s) rely on any independent entity or entities for utilisation of Service Stations in the provision of the Services and any one or more such entities ceases its commercial arrangements with the Tenderer for whatever reason during the term of any Framework Contract, the successful Tenderer(s) undertakes to provide alternative arrangements to meet any resultant shortfall in the provisions of the Service and any such proposed alternative arrangements must meet the minimum requirements of this RFT and be approved by the Contracting Authority.

Contracting Authority Verification Process

A verification process will be conducted, for each lot and for each tender received, which will test whether the submitted tender meets with the requirements set out in Attachment 3 for:

- The minimum number of Garda Stations/Client Locations required to be serviced within the stated maximum distance for the relevant Lot.
- The minimum number of service stations, and 24 hour service stations required within the relevant geographic area (as set out in Attachment 3) for the relevant Lot
- The Services offered at the proposed service station

Each tender submitted will be verified in the same manner.

The verification process may include:

- Selection of a sample of Counties/Garda Divisions for verification of service stations proposed within the relevant County/Garda Division
 - The Counties/Garda Divisions selected shall be entirely at the discretion of the Contracting Authority
 - The Counties/Garda Divisions selected shall be the same for each tender submitted; i.e. if Cork City is selected for verification then all all tenders submitted shall be subject to a verification of service stations proposed for Cork City.
 - The Contracting Authority reserves the right (but shall not be obliged) to select **all** Counties/Garda Divisions for verification.
- Selection of sample of proposed service stations within the Counties/Garda Divisions selected for verification
 - A similar proportion of service stations proposed shall be selected for verification from each tender submission for each Lot, i.e. where Tenderer A proposes 25 service stations in a County/Garda Division and 5 are selected for verification and Tenderer B proposes 20 service stations in that County/Garda Division, then 4 of the service stations proposed by Tenderer B for that County/Division shall be selected for verification.
 - The Contracting Authority reserves the right (but shall not be obliged) to select **all** proposed service stations with the Counties/Garda Divisions selected for verification.
- The verification process of the service stations selected for verification may include (but the Contracting Authority shall neither be limited to or obliged to use) any of the following steps:
 - Telephone calls to the proposed service to verbally confirm the hours of operation and the services available
 - Referencing the website of the tenderers, the proposed service station including any pages thereof or documents or images which may be viewed or downloaded therefrom.
 - Email inquiries sent to the tenderer or the individual service station from any email address
 - Use of third party services of any nature
- The Contracting Authority shall not be obliged to carry out identical verification steps for each proposed service station subjected to the verification process.
- The verification process shall be documented appropriately for each service station subjected to the verification process.

Where the verification process identifies proposed service stations which **do not** offer the services stated in the tender submission, the Contracting Authority reserves the increase the sample of service stations proposed as part of that tender submission until it is satisfied that the tender submission either meets or does not meet the minimum requirements.

Where the Contracting Authority is satisfied that the tender submission **does not meet** the minimum requirements the tenderer shall be notified of this (including documentary evidence of the verification process conducted) and given the opportunity to provide contradictory evidence.

- For the avoidance of doubt, under no circumstances shall a tenderer be permitted to change the information submitted as part of their tender submission or propose additional service stations after the expiry of the tender deadline.

For the avoidance of doubt where the information submitted relating a proposed service station is found to be inaccurate in terms of the any of the hours of operation or services offered, that service station shall— for the purpose of both meeting the minimum requirements and evaluation under Award Criterion Four— be disregarded in its entirety.

Tenderers must note:

It is the Tenderers responsibility to ensure that all the data entered in Attachments 3 is correct and verifiable.

If during the verification process, the Tenderer fails to achieve the minimum requirements, the Tender will be eliminated from this Competition.

Tenderers should note that all Service Stations (and available services) offered, including Service Stations with 24 hour status, must be in place at the Tender Deadline and the Contracting Authority reserves the right to request that Tenderers provide evidence to support this.

- Upgrading of Service Stations to 24-hour status after the Tender Deadline will be permitted but only those 24-hour Service Stations submitted prior to the tender deadline will be taken into consideration for the purpose of evaluation.
- The proposal of new Service Stations will not be permitted after the Tender Deadline. However, in the period from the Tender Deadline to award of any Framework Contract, Tenderers may be permitted to substitute service stations in strict circumstances only, namely where the reasons behind any proposed substitution arise **due to circumstances outside the control of the Tenderer**.
 - In this circumstance, any proposed substitution of a service station must be fully substantiated to the satisfaction of the Contracting Authority: (i) the Tenderer will be required to provide any and all documentation to prove that the substitution was necessitated by circumstances outside the control of the Tenderer, and (ii) the final determination on the substitution, and approval or rejection thereof, will be made in writing by the Contracting Authority.

2. Fuel and Automotive Fuel Products

The fuel and automotive fuel products which can be purchased via the fuel charge card must comply with the following specification:-

- 95 RON octane regular unleaded (often blended with up to 10% ethanol (E10), for use in spark ignition Automotive and Stationary plant internal combustion engines conforming to IS EN 228: 2012+A1:2017 or equivalent (as amended or subsequently amended during the currency of the Framework Agreement).
- Automotive Ultra Low Sulphur Diesel Fuel with up to 13% FAME, for use in Road Vehicles Class A1, conforming to UNE-EN 590:2026 or equivalent which allows for up to 7% biodiesel blending (B7). (as amended or subsequently amended during the currency of the Framework Agreement).
- Low Sulphur Content Gas Oil Fuel Oil for agricultural and industrial engines, as well as static boilers and central heating burners, which must be at 10ppm Sulphur content or less and must conform to BS 2869:2017, as well as SI 155 of 2011, SI 273 of 2014 and SI 249 of 2019 or equivalent (as amended or updated during the currency of the Framework Agreement).
- HVO (Hydrotreated Vegetable Oil) Cetane range 70-90. Classified under EN 15940, the European standard for paraffinic diesel fuels. Formulated from fossil-free and FAME (Fatty Acid Methyl Esters) free sources and is certified by the International Sustainability and Carbon Certification (ISCC) or equivalent (as amended or subsequently amended during the currency of the Framework Agreement).
- EV Charging Infrastructure – Technical Requirements. The tenderer shall provide Electric Vehicle (EV) charging infrastructure supporting a minimum of Alternating Current (AC) and optionally Direct Current (DC) charging. The tenderer must ensure that all charge points meet the minimum technical specifications set out below.

Standard AC Charge Points shall provide a nominal power output of minimum 20 kW (AC) and be equipped with Type 2 connectors as a minimum requirement. Where feasible, support Combined Charging System (CCS2) connectors as an optional additional feature.

The tenderer shall implement a transparent and auditable billing system based on energy consumption measured in kilowatt-hours (kWh), or part thereof.

Ensure all billing is accurate, metered, and compliant with applicable regulatory standards.

Provide billing functionality linked to a valid fuel charge card account. The tenderer shall ensure payment systems remain compatible and adaptable throughout the contract term.

Accommodate any amendments, upgrades, or replacements to payment systems introduced during the duration of the Framework Agreement.

All EV charging infrastructure provided shall comply with relevant EU, Irish, and industry standards applicable at the time of installation and throughout the contract duration.

Additional optional charging infrastructure can be provided as per the below technical specifications

Fast DC Charge Points shall provide a power output greater than 22 kW (DC) and up to and including 150 kW. Must be equipped with CCS2 connectors as a minimum requirement.

High Power Charge Points (HPC) shall provide a power output greater than 150 kW (DC). Be equipped with CCS2 connectors.

3. Implementation

A comprehensive Project Implementation Plan will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract. The Project Implementation Plan must address the following points to the satisfaction of the Contracting Authority:

- Timescale of roll out
- IT requirements-planning and implementation
- Defining of Fuel Charge Card collection and delivery points and site access protocols including security clearance
- Development of user guides
- Project management

4. Issuance of Fuel Charge Cards

Standard Cards

- Prior to a fuel charge card expiring, the Contractor must issue a renewal or replacement Fuel Charge Card.
- The Contractor must issue a new Fuel Charge Card, where the current card has been lost, stolen, damaged or mutilated.
- The Contractor must issue a new Fuel Charge Card where the current card has been cancelled.
- 100% of replacement Fuel Charge Cards must be issued within five (5) business days from the date of: receipt of an authorised request for a replacement or cancellation; or not later than three (3) weeks before the expiry of the existing Fuel Charge Card.
- Fuel Charge Cards must be issued to the relevant Framework Client, who will in turn circulate the Fuel Charge Cards to the relevant personnel
- The Contractor shall be responsible for the embossing and printing of Fuel Charge Cards at its own expense.
- The Contractor shall be required to dispatch Fuel Charge Cards at its own risk.
- A Fuel Charge Card shall not be deemed to be properly issued until it is confirmed as being received by the relevant Framework Client.
- Some clients require card holders and/or key-rings to be provided with the Fuel Charge Card.

Emergency Cards

- The Contractor must provide emergency / wild cards that will be used as an immediate replacement for any lost, stolen or damaged card. These cards will not be allocated to any particular vehicle but will be allocated to a Cost Centre as specified by the Framework Client. The use of these cards will be tracked by their unique card number and highlighted on monthly invoices and in any requested reports.
- The emergency / wild cards must be issued within three business days of receipt of an authorised request.

Facilitating Card Issuance

The Contractor must have an online management system that must facilitate card issuance including:

- ordering new and replacement cards;
- the allocation of Fuel Charge Cards to Cost Centres; and
- the allocation of Fuel Charge Cards to regions/areas.

Digital Fuel Charge Card

A number of clients may require an alternative to a physical fuel charge card e.g. Fuel Charge card app on a mobile phone, with the functionality to pay for their Fuel on the Fuel charge Card via the phone. The Contractor shall be required to work with Framework Clients to endeavor to meet this requirement. Any digital methods must include a sufficient level of security to ensure that the details of Framework Clients are securely protected, meet their security requirements and work in tandem with their current operating systems.

5. Ongoing operation of the Services

- Once any Framework Contract has been executed and the Services are in operation, any changes to the list of Service Stations submitted in the Tender response must be notified in advance to the Contracting Authority and the Framework Clients. Any such changes whether they be additions or withdrawals must be approved in writing and in advance by the Contracting Authority.
- Where a change is agreed by the Contracting Authority, the minimum requirements specified in this RFT (including but not limited to in relation to the provision of the Services in regions) must continue to be adhered to at all times during the Term of any Framework Contract and any Client Contract issued thereunder. Therefore, the new service station proposed as replacement must be fully operational before the existing one ceases to be used for the provision of the Services.
- Where an additional requirement is identified, the supplier will collaborate with the contracting authority to deliver increased capacity to the station network. There is to be no additional cost for this increase in capacity and therefore any costs incurred for adding additional locations should be incorporated into the original tendered prices.

6. Management Information Reports

- The Contracting Authority is the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation. Framework Clients shall refer to eligible Public Sector Bodies entitled to purchase goods and services from a pre-established framework agreement.
- Management information reports must be formally approved by an Accounting Officer. This is the individual responsible for signing off on the annual accounts of a Government Department, Office, or public body.
- The Accounting Officer is the Secretary General of a Government Department or the head of an Office or Body (such as a CEO, Director, or Chairperson) whose funding has been approved by vote in Dáil Éireann.

- The Contractor must provide a reporting solution that integrates with the fleet management software of Framework Clients (e.g. Tranman or equivalent).
- The Contractor will provide management information to the Contracting Authority and Framework Client on a monthly basis, and in a common format that is approved by the Contracting Authority. Said management reports must be delivered within 7 (seven) working days of the making of the request, and in line with Framework Clients' requirements.
 - The Contractor shall supply such management information in the format and at the level of detail/granularity requested by the Contracting Authority, which may change from time to time.
- Reports will clearly define singular client accounts and will not deviate to multiple cost centres associated with one client. For example, a client may have multiple sites with individual vehicle / machinery allocations. These sites are to be reported under a single client account.
- Some clients may require reports split out by sub-sections within their department.

These reports may be required to contain, but shall not be limited to, the following details:

- account number
- Vehicle registration number
- cost centre
- invoice date
- card number
- gross invoice amount
- net invoice amount
- unit price
- VAT rate applicable to product or service
- quantity
- product charge description
- transaction date
- supplier invoice number
- transaction registration number
- transaction count
- supplier name
- brand name
- supplier address
- supplier city/town
- purchases by brand
- litres purchased per site
- litres purchases by regional area
- purchases by Garda division breakdown
- total annual spend per contacting body
- total annual spend for each site
- number of replacement cards issued per month

- number of cards recording purchases less than €100
- number of cards cancelled per month
- Details of cost centers and vehicle locations will be provided to the Framework Member/Contractor at the beginning of any Contract that may be entered into.
- Any other reports required by the Framework Client.

7. Controls and Security

The Contractor must provide appropriate controls and security in relation to the Fuel Charge Cards to ensure that they are not misused, that fraud is detected and that the prevention methods are adequate to protect the Framework Client from fraudulent use of the Fuel Charge Cards.

The Contractor must provide the following services:

- Chip and Pin and a hot-line for reporting lost or stolen cards.
- Stolen cards to be blocked as soon as possible and as a minimum, within 24 hours of notification.
- Fraud investigation arrangements
- Full protection to the Contracting Authority and the Framework Client from claims related to cloned or fraudulently obtained cards
- An arrangement to ensure that the Contracting Authority and the Framework Client are not liable for any expenditure on a card after a card issue (theft/loss) has been notified to the Contractor
- A system for issuing a warning for heavy or unusual card usage.
- A process to ensure registration details are captured at point of sale
- Provision of the facility to include limits on individual card expenditure
- Security involved with using any digital format of a Fuel Charge Card

8. Security Plan

A comprehensive security plan will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract.

- The security plan must set out security measures, to the satisfaction of the Contracting Authority/Framework Client, which will be maintained by the Contractor in relation to all aspects of the Fuel Charge Cards. These measures shall include, but shall not be limited to:
 - Ensuring that all information and security systems, including those used in the delivery of Fuel Charge Cards are in accordance with all legal, regulatory and contractual requirements
 - Ensuring the confidentiality and integrity of the information, and systems used to process said information, are protected at all times.
 - The security plan should identify the measures taken to ensure that any are protected at all times.
 - The security plan should encompass methods of identifying, analysing and mitigating against any potential security threats

- The security plan should outline methods of investigating any security irregularities and/or breaches.
- Ensuring that staff and sub-contractors, where relevant, are fully trained in security awareness and any systems that they are required to operate in relation to same.

9. Disaster Recoveries and Business Continuity (DRBC) Plan Continuity of Service and Supply
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- A comprehensive Disaster Recoveries and Business Continuity (DRBC) Plan will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract.

The DRBC plan must detail the processes and procedures, which the Contractor shall follow to ensure business continuity in the event of any disaster. It must detail operational steps to be taken in the event of any failure, or disruption of any element, which may impact upon performance of the Framework Contract. Where a disaster of any kind occurs, be it natural or otherwise, the plan must demonstrate how any disruption to services will be restored to the greatest extent possible. In particular, the DRBC Plan should address how the Contractor will manage any breakdown in the supply chain, and reduce the impact of same including recovery time. Supply chain issues should include, but shall not be limited to:

- extreme weather conditions,
- accidents,
- shipping shortages/distribution issues
- trade embargo,
- civil and international unrest and disputes
- Issues at the point of fuel import
- quality issues

- **Continuity of Service and Supply – Mandatory Requirements**

1. General Requirement

The Tenderer shall ensure the continuity of service to Emergency Services (Blue Light services) in the event of any supply disruption event.

The Tenderer must provide a comprehensive, documented plan detailing the arrangements that will be implemented to ensure continuity of supply during and following any supply disruption event

2. Inventory Management and Safety Stock

The Tenderer shall implement and maintain robust inventory management procedures designed to ensure uninterrupted continuity of supply for the full duration of the Framework Agreement Lot(s) applied for.

The Tenderer must:

- Maintain a defined level of contingency/emergency safety stock within its supply chain.
- Clearly specify the minimum number of weeks of safety stock available at all times.
- Ensure that such stock levels are sufficient to mitigate against supply disruptions.
- Ensure there is no maximum fuel limit enforced on emergency services vehicles.

3. Continuity of Services

The Tenderer must

- Maintain contingency arrangements to address unforeseen resourcing issues or logistical disruptions (including but not limited to weather, social, economic, or other external factors).
- Provide alternative delivery mechanisms and/or backup personnel resources sufficient to meet contractual obligations.
- Ensure emergency vehicles are not required to queue with retail customers to access fuel.

4. Key Personnel and Communication

The Tenderer shall designate a minimum of two (2) key personnel responsible for managing supply disruption events.

These personnel must:

- Be contactable via multiple communication channels (including landline, mobile phone, and email).
- Be available for the full duration of any supply disruption event.
- Have clearly defined roles and escalation responsibilities.

5. Coordination with Emergency Services

The Tenderer shall establish formal coordination mechanisms with Emergency Services, including An Garda Síochána and the National Ambulance Service.

The Tenderer must:

- Liaise with Emergency Services to identify and prioritise critical locations requiring supply.
- Ensure the availability of a sufficient fleet of delivery vehicles to service these prioritised locations.
- Maintain clear and continuous communication with Emergency Services personnel.
- Ensure Framework Clients are informed of alternative supply locations where necessary.

Where the tenderer is notified by **any of** the Contracting Authority, An Garda Síochána, The National Ambulance Service or the HSE that it (the party notifying the tenderer) is experiencing a supply chain issue (as set out above) the tenderer shall implement in its entirety its **Proposed approach to Prioritising Provision of Fuel to Emergency Services** submitted with its tender submission for award criterion three in the Request for Tenders.

For the avoidance of doubt, the referred to **Proposed approach to Prioritising Provision of Fuel to Emergency Services** shall be a part of the Framework Agreement between the Contracting Authority and a tenderer with which a Framework Agreement is concluded. Failure to adhere to the referred to Proposed Approach shall constitute a “serious breach” as referred to in section 9.B.1 of Schedule A: Terms and Conditions to the Framework Agreement.

6. Delivery Capability

The Tenderer shall ensure access to adequate delivery infrastructure.

This must include:

A sufficient number of delivery vehicles with driver availability.

Contingency transport arrangements in the event of fleet or logistical failures.

Capacity to prioritise and supply critical sites without delay.

10. Support Help Desk

- A customer support help desk, must be provided by the Contractor. The help desk is to be staffed from 09:00 to 17:00 weekdays and also have a 24 hours a day/365 days a year out of hours answer phone facility.
- In respect of the help desk the Contractor must have written escalation procedures for dealing with problems that are not resolved in the first instance by the initial contact person.
- All staff members should be trained in card order and card cancellation, cards pins, lost/stolen cards or whatever actions are necessary to ensure that the client's operational needs are not impeded by the failure to have the use of a fuel card.
- In the event of an out of hours emergency incident which needs immediate resolution service station personnel should be able to have access to contact a manager/key account manager to resolve the incident in a timely manner.

11. Account Manager

The Contractor must provide a dedicated account manager so as to ensure that Framework Clients have a direct point of contact and to ensure that there is user support, for the duration of the Framework.

The requirements to be taken into account are:

- The account manager shall provide a single point of contact to the Framework Client for all day-to-day administrative functions.
- Explain the features and benefits of Fuel Charge Cards to Framework Clients.
- Facilitate the introduction of the Fuel Charge Card Service.
- Receive, investigate, and respond promptly and substantively to issues or complaints raised by any Framework Client in the course of the operation of the Framework.
- Authorised to independently resolve the majority of issues that may arise.
- All 3rd Party service providers proposed must feed into the main Contractor and the main Contractor through its appointed Account Manager will be expected to deal with all administrative functions for the duration of the contract.

12. Communications

The Contractor must ensure that there will be effective communication with the Framework Clients. The requirements to be taken into account are:

- When queries are raised a full response with a resolution must be provided within 10 working days of the issue being raised. An acknowledgement of query received should be sent within 24 hours
- The Contractor will be required to communicate the fuel prices to Framework Clients on a regular basis. (i.e. Monthly)
- The Contractor will be required to attend an initial set-up meeting following the award of any Contract and to attend quarterly service review meetings. These meetings may be held in person,

or online remotely. The location of the quarterly service review meetings will be notified by the relevant Framework Client.

- The agenda, frequency and venue for meetings will be reviewed on a quarterly basis. The Contracting Authority and the Framework Clients aim to achieve consistent performance measurement on contracts. Performance will be measured at the quarterly service reviews.
- The Contractor will be required to meet Metrics and KPI's as laid down by the Contracting Authority and the Framework Client.

In the event of a supply disruption, the previously outlined Continuity of Service and Supply measures will take precedence over all standard communication requirements.

13. Complaints Handling Code of Practice

The Complaints Handling Code of Practice must include, but is not limited to;

- The process, by which the Framework Client's complaints are received, acknowledged and managed on a step-by-step basis. Any complaint received by the first point of contact should be acknowledged within 24 hours, and if the complaint can be addressed by the first point of contact, then a response should issue within a reasonable timeframe. A full response with a resolution must be provided within 10 working days of the issue being raised.
- The process, by which the Framework Client's complaints are received, acknowledged and managed on a step-by-step basis in relation to 3rd party providers used in providing services under this contract. Any complaint received by the first point of contact should be acknowledged within 24 hours, and if the complaint can be addressed by the first point of contact, then a response should issue within a reasonable timeframe. A full response with a resolution must be provided within 10 working days of the issue being raised.
- The procedure for escalating complaints if the first point of contact cannot address the issue or if the Framework Client remains dissatisfied. The complaint should be escalated to a senior member of staff who is in a position to deal with the complaint. The Framework Client should be informed that their complaint is being escalated. Following their investigation, the senior staff member should respond to the Framework Client with their findings.
- Timescales for each stage of the complaints handling process leading to a final written answer issuing to the Framework Client. A full response with a resolution must be provided within 10 working days of the issue being raised.

14. Invoicing Arrangements

- The Contractor will be required to raise an invoice in respect of any amounts which fall payable under this Contract on a monthly basis.
- The Contractor will apply a month-by-month invoice price for each purchased fuel product in line with the Pricing Mechanism contained in Appendix 2.-Pricing Schedule.
- All invoicing to be issued by the main Contractor and not any 3rd Party service providers.
- Payments under this contract will be made payable to the main Contractor only.

15. Handover Arrangements

On contract conclusion or termination, the Contractor will be required to provide all assistance to the Contracting Authority and any Framework Client in order to ensure a smooth transition to a new provider, including the provision of any information required and requested by the Contracting Authority or Framework Client.

16. Permits, Licensing and Certification

The Contractor must ensure that they hold all appropriate Permits, Licenses and Certifications required in relation to car-washing and wastewater management. The Successful Tenderer(s) may also be required to provide any other permits, licences or certificates, as required by the Contracting Authority at any point throughout the duration of any Contract awarded. If using 3rd parties to provide this service, the tenderer(s) must ensure that they also hold the required Permits, Licenses and Certifications.

These Permits, Licenses and Certifications examples include, but are not limited to;

- All relevant planning legislation
- Environmental Protection Legislation
- All local Byelaws regarding Trading
- Trade Effluent Discharge to Sewer Licence
- Groundwater licence
- Waste facility permits and certifications

The successful Tenderer must provide the following documentation prior to (and as a condition of the award of any Framework Contract);

i. A Project Implementation Plan

ii. A Security Plan

iii. Complaints Handling Code of Practice

iv. A Disaster Recoveries and Business Continuity (DRBC) Plan

v. Cyber Security Risk Management policy

vi. Any further and other documentation specified as required to be supplied by the Tenderer to the Contracting Authority.

Appendix 2: Pricing Schedule

Tenderers should note that there is a separate document entitled **Appendix 2: Pricing Schedule**, which Tenderers will need to complete in full as per the instructions given within the document.

When completing the Pricing Schedule, Tenderers must note the following:

- Appendix 2 includes Tenderer Entry requirements for each Lot. Where a value is not entered for any element of a Lot as indicated in the instructions set out in Appendix 2, the tender will be eliminated from that Lot.
- Supplier Premium quoted shall remain fixed for the duration of the Framework Contract.
- Prices for all other products, lubricants etc. shall be fixed for the duration of the Framework Contract.
- Prices for car washes shall be fixed for the duration of the Framework Contract.
- Tenderers must not insert additional items in the Pricing Schedule, or make any alterations to the Pricing Schedule.
- The rates and prices quoted in the Pricing Schedules must include all costs associated with the provision of the required Services, and the terms and conditions set out or implied in this Request for Tenders and the Framework Contract.

Tenderers must understand that the figures used on Section 1.3 of this Request for Tenders setting out the estimated annual requirement for liquid automotive fuels for each Lot an estimate only based on current and future expected usage.

See Section 3.3.1, Award Criteria for details on how Tenderers Pricing Schedules will be evaluated.

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 Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the "Contracting Authority")

RE: Request for Tenders for the Provision of Fuel Charge Card Services

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 Framework Contract, we hereby agree and 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 Framework Contract and the Confidentiality Agreement and agree if awarded a Framework Contract to execute the Framework 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 Client Contract pursuant to a Framework 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 specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Framework Contract under the RFT, have in place on the Commencement Date of the Framework 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. Any subcontractor, supplier or other entity on whose capacity we rely as part of our 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).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Foreign Subsidies Regulation

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, tenders and candidates should note the requirements under Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of a foreign financial contribution, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

Appendix 3A: Schedule A – Declaration of no foreign financial contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has **not** been in receipt of any foreign financial contributions]

TO: **The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation** (the “Contracting Authority”)

RE: Request for Tenders for the Supply of Fuel Charge Card Services

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

SIGNED

Notifying Party

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed *de minimis* aid as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 3A: Schedule C – Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

[Signatory 2]

Name:

Organisation:

Position:

Address:

Phone Number:

Email:

Signed:

Table 2

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration

Third Country	Brief Description of the financial contributions
Country A	
Country B	
Country C	
Country D	

Appendix 3A: Schedule D – Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560.

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

Third Country	Type of Financial Contribution (FC)	Brief Description of the purpose of the FC and the granting entity	Estimated value of the FC
Country A			
Country B			
Country C			
Country D			

Appendix 3A: Schedule E – Notification of Foreign Financial Contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three (3) years prior to notification, valued equal to or greater than €4M per third country].

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Foreign Financial Contributions – (Section 3 of Form FS-PP)

3.1 For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

3.1.1. In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

3.1.1.1. Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.2. Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.3. Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

☐ yes ☐ no

3.1.1.4. In the case the notifying party in question is not an SME:

3.1.1.4.1. has the notifying party's book debt to equity ratio been greater than 7,5 for the past two years

and

3.1.1.4.2. has the notifying party's EBITDA interest coverage ratio been below 1,0 for the past two years?

☐ yes ☐ no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) ☐ yes ☐ no

3.1.1.6. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes a significant own contribution by the notifying party and provide details of that plan.

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.3 Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.4. Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

- 3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:
- 3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).
 - 3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.
 - 3.2.3. Amount of each financial contribution.
 - 3.2.4. Purpose and economic rationale for granting the financial contribution to the party
 - 3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.
 - 3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).
 - 3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).
 - 3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).
 - 3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.
- 3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

Information to be included in Table 1 below by notifying parties.

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.

- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
 - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
 - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
 - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
 - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
 - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
 - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

Third Country	Type of Financial Contribution (FC)*	Brief Description of the purpose of the FC and the granting entity**	Total Estimated value of the FC granted***
Country A			
Country B			
Country C			
Country D			

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other. (

** General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

*** Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'

4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)

4.1 For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

4.2 The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;
- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

5. Possible Positive Effects - (Section 5 of Form FS-PP)

- 5.1** If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

6. Supporting Documentation – (Section 6 of Form FS-PP)

Notifying parties are required to provide the following for each notifying party:

- 6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.
- 6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:
- Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.
- Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.
- 6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.
- 6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

7. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Fuel Charge Card Services

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 Fuel Charge Card Services published by The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation ("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 Framework Contract

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation

and

[Insert successful Tenderer's full legal name – to be completed on signing.]

SINGLE SUPPLIER FRAMEWORK CONTRACT

Relating to the Provision of Services pursuant to

Request for Tenders for the Provision of Fuel Charge Card Services

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR]:

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation of Government Buildings, Upper Merrion Street, Dublin 2 D02 R583 ("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 (RFT) to establish a Single Supplier Framework Contract for the provision of Fuel Charge Card services**" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [insert text] dated [insert date] ("the RFT") **The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation** 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 **Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation** 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] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the **Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation** between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

I 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. 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 F attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. Subject to clause 23 of Schedule A to this Single Supplier Framework Agreement (the "Agreement"), the Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Single Supplier Framework Contract ("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 Commencement 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").
"Not Used"
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), 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 S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 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 as well as in the case of contracts awarded based on a framework agreement, where the estimated value of those contracts is equal to or above the values set out in Article 4 of Directive 2014/24 EU and where those framework agreements 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 , 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 S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 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. **Not Used**

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 activate 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 50 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:
- 10 per cent ("the Retention Amount") which Retention Amount shall not at any given time exceed [number] per cent of the Charges. 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 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 terminate this Agreement in either case without prejudice to any other rights and remedies of the Client
- H. *Not Used*

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 specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. 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 [insert number] calendar days either Party may terminate at 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 three (3) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving six (6) months 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 anonymised 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 the Key Account Manager within the Contractor and to the main point of 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. ACTIVATION BY CLIENT OF SERVICES FRAMEWORK CONTRACT

- A. The following shall be Framework Clients for the purposes of this Clause 23:
 1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
 2. Contracting authorities in the Irish health sector including but not limited to the Health Service Executive (HSE); the Health Information and Quality Authority (HIQA) and HSE funded Agencies delivering health & personal social services funded by more than 50% from Exchequer funds;
 3. Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service);
 4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
 5. An Garda Síochána (Police);
 6. The Irish Prison Service;
 7. The Defence Forces; and

8. For the avoidance of doubt, the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation.
- B. The Contractor acknowledges and agrees that the Services shall be activated at the discretion of the Framework Client as notified to the Contractor in accordance with this Clause 23. The Contractor further acknowledges that neither the Client nor any other Framework Client shall be under any obligation to activate any minimum number or value of Services.
- C. A notification by the Framework Client to the Contractor to activate the provision of Services for the purposes of this Clause 23 shall be in the form set out at Schedule E to this Agreement (the “Notification to Activate Services Form” or “NASF”) signed by the Framework Client and served on the Contractor.
- D. Unless and until a NASF is executed and served in accordance with this Clause 23 by a Framework Client, discussions, submissions and negotiations between a Framework Client and the Contractor regarding the provision of the Services by the Contractor shall be treated as non-contractual and shall not create binding obligations on the parties. Upon execution by the Contractor of the NASF, the Contractor shall comply with all obligations under the Framework Contract and the Confidentiality Agreement for the benefit of the Framework Client as if references to the Client in the Framework Contract and the Confidentiality Agreement were references to the Framework Client and, for these purposes, the NASF, the Framework Contract and the Confidentiality Agreement shall together constitute the “Client Contract”.
- E. The Contractor will notify the Client of the activation of the purchase of Services by a Framework Client and agrees to make such returns in relation to a Client Contract as may be reasonably requested by the Client from time to time.
- F. The Contractor acknowledges that, upon activation of the Services in accordance with the NASF, the obligations of the Framework Client under the Contract are a matter for the Framework Client and that the Client shall have no liability or obligation for or in respect of any default by a Framework Client. However, the Contractor shall notify the Client of any event of default and the Client may, but without obligation, seek to assist in seeking compliance with the Client Contract by the Framework Client concerned provided always that nothing in this Clause 23F shall imply or import any financial obligations on or any commitment by the Client of resources or materials.
- G. Any of the Client or Framework Client’s premises made available from time to time to the Contractor by the Client or Framework 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.

24. 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.

25. 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.

26. 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 F 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

(OR IF USING A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

- N. Save for clauses 26B, 26C, 26D(4) and 26E, all the obligations on the Contractor in this clause 26 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 26 shall survive termination and or expiry of this Agreement for any reason.

27. ADDITIONAL CONDITION(S)

- A. *Delete and replace with "Not Used" if not applicable*

[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: Specification of Service

[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: Notification to Activate Services Form

NOTIFICATION TO ACTIVATE SERVICES FORM

This is a notice for the purposes of Clause 23 of the Framework Contract for the provision of Fuel Charge Card Services made between the [Insert name of Contracting Authority] ("the Client") and [redacted] ("the Contractor") dated [insert date].

The [INSERT FRAMEWORK CLIENT DETAILS] is a Framework Client as set out at clause 23A of the Framework Contract and in accordance with clause 23 **HEREBY NOTIFIES** the Contractor that it wishes to activate the purchase of Services with effect from [insert date] (the "Effective Date"). The Framework Client hereby acknowledges, agrees and confirms that the Framework Contract and the Confidentiality Agreement are hereby adopted by the Framework Client to govern the provision of the Services and references to the Client in the Framework Contract and the Confidentiality Agreement shall be deemed to be references to the Framework Client and the Framework Client hereby undertakes to comply with and observe all the terms and conditions of the Framework Contract and the Confidentiality Agreement applicable to it as if a party thereto.

Dated: _____

Signed for and on behalf of the Framework Client : _____

Signed for and on behalf of the Contractor: _____

Dated: _____

Schedule F: Data Protection

Processing, Personal Data & Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

all 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 the Agreement which relates to an identified or identifiable natural person.

1.2 Nature of processing

any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.3 Purpose of processing

to allow the Contractor to provide the services under the agreement.

1.4 Duration of the processing

the term of the agreement.

2. Types Of personal data

Employee data such as: PPSN, name, job title, birth date, passport data, private address, private telephone number, private email address, emergency contact, employee number, birth date, department ID, work location, days of absence and cause, education details, CV, work history with the firm, performance data, compensation data, payroll data, bank account data credit card data, transaction data from credit cards.

Customer data, such as: Name, address, telephone number, email address, contractual details, contract history, bank details, passport or driving licence details, PPSN, record of health or employment, educational details, criminal record, social welfare details, tax details

Supplier data such as: Name, address, telephone number, email address, contractual details, contract history, bank details.

3. Categories of data subject

A Data Subject is a natural person whose personal data is processed by a controller or processor. Data subjects may be categorised into groups with a common theme. For Example:

- Current employees
- Former Employees
- Pensioners
- Job candidates
- Customers
- Suppliers

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation of Government Buildings, Upper Merrion Street, Dublin 2 D02 R583 (hereinafter “the Client”) of the one part; and

[Framework Member's legal name] of [Framework Member's address] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation 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 and the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation have entered into a framework agreement dated [insert date] (“the Framework Agreement”).

- B. For the purposes of the tender process referred to in the RFT (the “Competition”), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) certain confidential information (the “Confidential Information”) as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

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 Client 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 Client 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 Client, 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 Framework Agreement and/or 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 Client, 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 Client; 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 Client, as applicable; 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 Client 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 Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;

- 6.3 upon termination of the Competition (or the Framework Agreement or the Contract) for whatever reason to furnish to the Client all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) 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 Client 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 Client and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client, as applicable, 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 Framework Agreement 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 Client 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 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 11 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.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

- M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Client and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

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 Client

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor

Witness

Schedule A to the Confidentiality Agreement: Data Protection

Processing, Personal Data & Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

all 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 the Agreement which relates to an identified or identifiable natural person.

1.2 Nature of processing

any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.3 Purpose of processing

to allow the Contractor to provide the services under the agreement.

1.4 Duration of the processing

the term of the agreement.

2. Types Of personal data

Employee data such as: PPSN, name, job title, birth date, passport data, private address, private telephone number, private email address, emergency contact, employee number, birth date, department ID, work location, days of absence and cause, education details, CV, work history with the firm, performance data, compensation data, payroll data, bank account data credit card data, transaction data from credit cards.

Customer data, such as: Name, address, telephone number, email address, contractual details, contract history, bank details, passport or driving licence details, PPSN, record of health or employment, educational details, criminal record, social welfare details, tax details

Supplier data such as: Name, address, telephone number, email address, contractual details, contract history, bank details.

3. Categories of data subject

A Data Subject is a natural person whose personal data is processed by a controller or processor. Data subjects may be categorised into groups with a common theme. For Example:

- Current employees
- Former Employees
- Pensioners
- Job candidates
- Customers
- Suppliers

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