Request for Tenders dated 03/07/2026
for the provision of
Bulk Print and Mailing Services for the Department of Transport

Tender procedure: Open procedure

Tender Deadline 24/08/2026 15:00

Contents

Part 1: Introduction

1.1 Minister for Transport (the "Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") from economic operators ("Tenderers") for the provision of the services as described in Appendix 1 to this RFT (the "Services").

1.2 In summary, the Services comprise: The provision of personalised bulk print and mail services related to the Departments National Vehicle and Driver File (NVDF) which includes printing and mailing for both the Department and the Road Safety Authority (RSA) organisations

1.3 *"Not Used":*

1.4 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Services Contract") will be issued for a term of **Four (4) years** ("the Term").

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to twelve (12) months with a maximum of three (3) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some €3 million (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

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

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

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

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

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

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

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

2.1.4 In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

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

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

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

(b). To submit all documentation which this RFT requires to be submitted with their Tender;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out in this RFT;

(e) To submit the statement required under paragraph 2.4 below; and

(f) Not to alter or edit this RFT in any way.

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

2.3 SERVICES CONTRACT

2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.

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

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

2.6 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 15.00 on 24th 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.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF or Microsoft Office format 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 15.00 on 10th August 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for six (6) months commencing from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.

2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the CPI index has increased or decreased in the edition of that index published by the Central Statistics Office (Ireland) most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 The Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. A site visit to view the Contracting Authority's premises or facilities at Department of Transport, Driver and Vehicle Services Division, Shannon, Co. Clare, V14P298 shall be organised on Thursday 30th July 2026 between the hours of 10 am and 5 pm. Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting David Hogan at david.hogan@transport.gov.ie by 4pm on Monday 27th July 2026. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.20.2 The Department reserves the right to attend the Tenderer's premises as part of the procurement process. This must be the location where the services will be provided; and must enable Department Officials assess various aspects such as the sites conditions, storage, physical security and compliance with all specifications detailed in this RFT.

As part of the evaluation process, the Contracting Authority will conduct a site visit to both premises of the "Highest-Ranked Tenderer" (as defined at paragraph 3.3) i.e. production site and contingency site (referred to in Appendix 1 Requirement 4 below). These visits will take place after the evaluation stage is completed but before the final decision is made. The objectives of the site visits are as follows:

1. **Verification of Information**: Confirm the accuracy of the information provided in the tender documents including Third Party Risk Management (TPRM) Information Security Questionnaire details.
2. **Assessment of Capabilities**: Evaluate the tenderer's facilities, equipment, and overall capacity to deliver the project.
3. **Compliance Check**: Ensure that the tenderer complies with all regulatory and contractual requirements.
4. **Quality Assurance**: Assess the quality control processes and standards in place.

5. **Risk Management**: Identify any potential risks associated with the tenderer's operations.
6. **Clarification of Details**: Resolve any ambiguities or questions that arose during the tender evaluation.

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7m Limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6.5m Limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€6.5m Limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Cyber Security	€3m Limit for any one claim or series of claims arising out of a single occurrence, per insurance year

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

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

(a) immediately advise the Contracting Authority of any material change to its insured status;

(b) produce proof of current premiums paid upon request;

(c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of eESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

(c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

(i) completes and submits a separate eESPD in respect of each such entity, and

(ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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

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

(i) a Declaration in the form attached at Appendix 4;

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;

(iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

(v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

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

3.2 SELECTION CRITERIA

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

3.2.A Economic and Financial Standing

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

Tenders must demonstrate that they have sufficient financial capacity to successfully deliver the service, as set out in this RFT, over the full Term of any resultant contract.

Turnover

<table>
<tr>
<td colspan="2">Tenderers <u>must</u> have an annual turnover of not less than €6,000,000 (excluding VAT) for <u>each of the last Three (3) financial years</u> (or where the date of establishment of a Tenderers is more recent, for each year the Tenderer has been established).</td>
<td rowspan="2"><u>Rule: Pass/Fail</u>
Where the submitted turnover does not meet the requirements as set out above, Tenderers will be issued a FAIL mark for this section and their tender submission will not be forwarded for evaluation.</td>
</tr>
<tr>
<td>Evidence Required</td>
<td>Prior to entering a Contract and within such period as may be specified by the Contracting Authority, the preferred Tenderer(s) will be required to submit audited accounts to the Contracting Authority for each of the last Three (3) financial years (or where the date of establishment of a Tenderer is more recent, for each year the Tender has been established) to demonstrate its compliance with the Turnover Requirement.

If, within the period (or any extended period permitted by the Contracting Authority), the preferred Tenderer fails to produce the required accounts demonstrating that it meets the minimum requirements for economic and financial standing as specified in sections 3.2.A (Turnover) above, it shall be eliminated from the Competition, unless there is a valid reason given for not being able to provide the accounts, in which case the Tenderer must inform the Contracting Authority of that valid reason and provide such other suitable alternative documentation as will demonstrate that it meets the minimum requirement to the satisfaction of the Contracting Authority.

In the case that a Tenderer fails to produce the required documents or suitable alternative documentation to the satisfaction of the Contracting Authority, the Contracting Authority may (but shall not be obliged to) invite the next</td>
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	highest-ranking Tenderer to enter into Contract with the Contracting Authority, subject to that Tenderer satisfying all necessary evidentiary requirements in relation to the Exclusion and Selection Criteria.	

Solvency

Solvency	The Tenderer must declare by way of the eESPD that it is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due and will upon request, prior to (and as a condition of) award of contract provide the Contracting Authority with a letter from their principal auditors/accountants confirming the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.	**Rule: Pass/Fail**
Evidence Required	A letter from their principal auditors/accountants confirming the Tenderer can pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.	

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

1. Previous Experience

Previous Project / Contract	Tenderers must demonstrate they have experience of providing goods or services of a similar / comparable nature and scale by way of **Three (3)** contracts within the last **Three (3)** years. Tenderers should include information on the scale of the projects (prior to Tender deadline), their value, dates and details of the goods or services provided, and how the goods or services are comparable to those required by the Contracting Authority further to this tender process. Contact details of a referee in respect of each contract must also be provided. The Contracting Authority may contact any or all referees without prior notice given to the Tenderer to verify the information stated in the Tenderer's response. The total value of the proposed contract in each example must not be less than **€350,000** (exclusive of VAT) and a minimum volume for print and mailing as per those in Appendix 1 Table 1. Each example should clearly demonstrate the Tenderer's previous experience and be completed in the format shown in **Appendix 7**.	**Rule: Pass/Fail**
Evidence Required	Tenderers are required to provide without delay when requested by the Contracting Authority **a satisfactory written reference from the client organisation** in respect of each of the contract examples cited above. Each reference must confirm the information provided by the Tenderer and be of sufficient detail to satisfy the Contracting Authority as to the veracity of the information provided. These references must be provided on the reference organisation's official / company letter head(s) and duly signed by the reference organisation's authorised representative. In the event of insufficient detail in the reference, the Contracting Authority may contact the referee for verification purposes without prior notice to the Tenderer. **The Tenderer must use the Template provided in Appendix 7 to return the previous contract examples with their Tender response.** A satisfactory reference is defined as one where the referee confirms that the contract information provided by the Tenderer is correct and that the contract was delivered to the required specification and met or continues to meet the required service levels	

2. **Suitability to Pursue Professional Activity**

ISO Certification	Tenderers must demonstrate their capability to deliver the contract. The Contracting Authority requires that Tenderers hold ISO Certification, or an equivalent to support the provision and management of a printing mailing service.	**Rule: Pass/Fail**
Evidence Required	Tenderers must provide proof of valid ISO 9001 Certification, or equivalent Quality Management System certification, without delay, to confirm compliance with this requirement and to support their ability to manage and deliver the required printing and mailing service.	

3. **Information Security**

Selection Criteria	Evaluation Methodology
IT/ICT or Cyber Policy Tenderers must have an IT/ICT or Cyber Security policy in place which includes the minimum requirements as listed below. All Staff and the management team who are involved in the delivery of the Service must be informed of the IT/ICT or Cyber Security Policy. ***Minimum Requirements*** Your organisation's IT/ICT or Cyber Security Policy must include as a minimum: a) the purpose of the policy; b) Scope; c) Data classification; d) Data/systems security; e) Third party access; f) Data transfers; g) Encryption management; h) Disposal of equipment and media; and i) Mitigations to prevent the loss and/or theft of equipment and/or data. In the event that this occurs a process outlined as to how this will be managed. j) Incident response: policy level commitment to having a process, roles, escalation k) Access control & identity management l) Supply chain / fourth party risk	**Pass/Fail** To achieve a "Pass" in this question Tenderers must confirm with a "YES" response that your organisation can provide: • A copy of your organisation's IT/ICT or Cyber Security Policy which includes the minimum requirements as listed over; • An outline of how all Staff and the management team who are involved in the delivery of the Service are informed of the IT/ICT or Cyber Security Policy to include as a minimum, details of content of induction and other training course(s) and evidence of assessment of staff understanding. • Confirm that the policy is reviewed at least annually or upon significant chage. • Conform their ability to support the Contracting Authority's obligations under the NIS2 Directive (EU 2022/2555). Including incident reporting and cooperation requirements. **Otherwise "Fail"**

Data Protection Policy	Pass/Fail
Tenderers must have a Data Protection Policy in place which includes the minimum requirements as listed below including confirmation that your organisation has appropriate organisational and technical measures in place to ensure compliance with Article 5 and Article 32 of GDPR. All Staff and the management team who are involved in the delivery of the Service must be informed of the Data Protection Policy. ***Minimum Requirements*** Your organisation's Data Protection Policy must include as a minimum: 1) The purpose of the policy: This can serve as your introduction, explaining the policy's relation to the GDPR, the importance of compliance and why the policy is necessary. 2) Definition of key terms in the GDPR to include as a minimum the terms 'controller', 'processor' and 'data subject'. 3) Scope: GDPR's/DPIA 2018 apply to all personal information processed by your organisation. Your policy must also define what types of information the GDPR applies to, to include as a minimum, 'special categories of personal data'. 4) Principles: your policy must explain the GDPR's six principles for data processing (Article 5(1) GDPR), and accountability (Article 5(2) GDPR). Your policy must also note your organisation's commitment to meeting these principles. 5) Data subject rights: Your policy must define the eight data subject rights contained in the GDPR and state your organisation's commitment to ensure that they are met. 6) DPO (data protection officer): Your policy must provide the contact details of your DPO OR the senior member of staff responsible for data protection.	To achieve a "Pass" in this question you must confirm with a "YES" response that your organisation can provide: • A copy of the Data Protection Policy in place which complies with the DPA 2018 and GDPR and includes the minimum requirements as listed over; • An outline of how all Staff and the management team who are involved in the delivery of the Service are informed of the Data Protection Policy. • Details of organisational and technical measures in place showing how Article 5 and Article 32 of GDPR are managed in your organisation. **Otherwise "Fail"**

<table>
<tr>
<td>Records Management Policy
Tenderers must have a Records Management Policy in place which includes the minimum requirements as listed below.
All Staff and the management team who are involved in the delivery of the Service must be informed of the Records Management Policy.
<u>Minimum Requirements</u>
Your Records Management Policy must include as a minimum a description of the responsibilities of managers, Staff (permanent and temporary) and contractors with respect to records management to include the requirement of management of records from creation to disposal and to document actions and decisions by keeping records and subsequent maintenance and disposal of those records.</td>
<td>Pass/Fail
To achieve a “Pass” in this question you must confirm with a “YES” response that your organisation can provide:
A copy of your organisation’s Records Management Policy which includes the minimum requirements as listed
An outline of how all Staff and the management team who are involved in the delivery of the Service are informed of the Records Management Policy to include as a minimum, details of content of induction and other training course(s) and evidence of assessment of staff understanding.
Otherwise “Fail”</td>
</tr>
<tr>
<td>Cyber Security Certification
1. Certification
Tenderers must hold one of the following accepted certifications. All three are considered equally acceptable for the purposes of this tender.
<table>
<tr><td>Accepted Certification</td><td>Requirements</td></tr>
<tr><td>ISO/IEC 27001:2022</td><td>Must be issued by a certification body accredited by a national accreditation body that is a signatory to the IAF Multilateral Recognition Arrangement (MLA). In Ireland the relevant accreditation body is the Irish National Accreditation Board (INAB)</td></tr>
<tr><td>Cyber Essentials Plus</td><td>Must be verified and issued by an accredited certification body</td></tr>
</table></td>
<td>Pass or Fail
To achieve a Pass under this criterion, Tenderers must submit all of the following:
1. A copy of one of the three accepted certifications listed, confirming that it is:
Current and valid at the time of tender submission
Issued by an appropriately accredited body
Scoped to cover the services, systems, personnel, and sites involved in the delivery of this contract
2. A written description of their organisation's approach to supporting the Contracting Authority's NIS2 obligations, addressing all three areas set out above
A Tenderer who cannot provide a current, in-scope certification from the accepted list, or who fails to provide a satisfactory NIS2 response, will receive a Fail and will not proceed further in the evaluation process.

Otherwise “Fail”.</td>
</tr>
</table>

<table>
<tr><td>
<table>
<tr><td>SOC 2 Type II</td><td>Must be a Type II report only, issued by an accredited CPA firm or equivalent auditing body. Report must be dated within 12 months of tender submission</td></tr>
</table>
For all certifications the following conditions apply:

The certification must be current and valid at the time of tender submission
The certification must not be expired, lapsed, or overdue for surveillance audit
The scope of the certification must explicitly cover the services, systems, personnel, and sites involved in the delivery of this contract

<hr>
2. NIS2 Compliance
Tenderers must provide a written description of how their organisation will support the Contracting Authority's obligations under the NIS2 Directive (EU 2022/2555), to include as a minimum:

How security incidents affecting the delivery of this contract will be detected, managed, and escalated to the Contracting Authority
How the Tenderer will support the Contracting Authority's 24-hour early warning and 72-hour notification obligations under NIS2
How the Tenderer will cooperate with audits and right-of-access requests from the Contracting Authority during the contract period

</td><td></td></tr>
<tr><td>IT Audit/Penetration Check
Tenderers must have commissioned an independent penetration test, carried out by a suitably qualified third party, within the 12 months prior to the closing date of this RFT. The scope of the penetration test must cover</td><td>Pass or Fail
To achieve a Pass, the tenderer must provide all of the following:
Evidence Required
A penetration test report, or formal executive summary letter from the</td></tr>
</table>

the systems, infrastructure, and applications that will be used to deliver the services under this contract.	testing provider, dated within 12 months of the RFT closing date. 2. Confirmation that the test was carried out by an independent third party, with the tester's name, accreditation (e.g. CREST, CHECK, OSCP, or equivalent), and contact details. 3. Confirmation that the scope of the test covered the systems, infrastructure, and applications relevant to the delivery of this service. 4. A summary of findings by severity (Critical, High, Medium, Low). 5. Evidence of remediation status for each Critical and High finding, showing either: (a) the finding has been remediated and retested / closed, or (b) a documented remediation plan with owner, target date, and compensating controls in place in the interim. **Otherwise "Fail".**

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

3.3 AWARD CRITERIA

3.3.1 The Services Contract will be awarded by the Contracting Authority to the Tenderer which has submitted the most economically advantageous tender (the "MEAT").

The total number of marks available is 14,000 marks. 9,500 marks are available in respect of the qualitative criteria. 4,500 marks are available in respect of cost. The Tenderer which has submitted the Tender with the highest overall marks ("the Highest-Ranked Tenderer") shall, subject to paragraph 3.3.2, be deemed to be the MEAT.

The Tender submitted by the Highest-Ranked Tenderer shall, subject to paragraphs 3.3.2 and 3.3.4, be deemed to be the MEAT.

Appendix 1 Requirement	Award Criteria	Marks Available	Minimum Marks Required
1	Quality of approach to the delivery of the **Methodology for the supply of Services and Quality Management Process**	2250	
1a	Service Requirements	1500	600
1b	Quality Management Process	750	300
2	Quality of approach to the delivery and execution of the **Implementation of the Service**	1250	500
3	Quality of approach to the delivery and execution of **Contract Management**	1000	400
4	Quality of approach to the delivery and execution of an **Exit Strategy Plan**	1000	400
5	Quality of approach to the delivery and execution of **Contingency Plan**	1200	600
6	Quality of approach to the delivery and execution of **Secure Storage**	1200	600
7	Quality of approach to the delivery and execution of **Compliance and Security of Data**	1050	420
8	Quality of responses to **Third Party Risk Management (TPRM) Information Security Requirements**	1080	432
9	Quality of approach to the delivery and execution of **Green Procurement**	470	188
Total Marks for Quality and Comprehensiveness		**10500**	
COST			
10	**Cost for printing/mailing/supply of non-printed stationery**	4000	
11	**Proposed daily rates for additional services**	500	
Total Marks for Costs		**4500**	
TOTAL		**15000**	

Please note: Tenderers must provide answers in an *Arial* font, font size 9. Answers must only be given in the provided boxes. Supplementary information may be given as an appendix only where specifically requested.

Where a Tenderer's response to a sub-criterion exceeds the given page limit, the response will cease to be evaluated beyond the maximum page limit.

Evaluation of 8. Third Party Risk Management (TPRM) Information Security Requirements Award Criteria

The Department will evaluate Tenderers' responses to the Third Party Risk Management (TPRM) Information Security Requirements and award marks on a per-question basis.

Each response will be evaluated and scored in accordance with the Bands set out in the evaluation table below, with a score between 1 and 15 marks awarded depending on the band achieved. A score of zero (0) will be awarded where no response is provided.

Band	Meaning
5 (13 to 15 marks)	The Tenderer's response to the question is assessed as demonstrating an excellent to exceptional level of quality, comprehensiveness and understanding.
4 (10 to 12 marks)	The Tenderer's response to the question is assessed as demonstrating a good to very good level of quality, comprehensiveness and understanding.
3 (7 to 9 marks)	The Tenderer's response to the question is assessed as demonstrating a satisfactory to very satisfactory level of quality, comprehensiveness, and understanding.
2 (4 to 6 marks)	The Tenderer's response to the question is assessed as being poor to very poor in that it is lacking in sufficient quality, comprehensiveness and understanding.
1 (1 to 3 marks)	The Tenderer's response to the question is assessed as being inadequate to very inadequate in that it is totally lacking in sufficient quality, comprehensiveness, or understanding.
0	No response provided

The TPRM Information Security Requirements comprise 72 individual questions, each with a maximum score of 15 marks, resulting in a total of 1,080 marks available under:
Section *3.3.1 Table – Appendix 1 Requirement Quality of responses to Third Party Risk Management (TPRM) Information Security Requirements*.

Tenderers must achieve a minimum score of 756 marks out of 1,080 in this section to progress to the next stage of the tender evaluation process.

Any Tender submission that fails to achieve this minimum threshold will be deemed non-compliant, unsuccessful, and will be excluded from further consideration.

Tenderers MUST achieve each of the 'minimum marks required' scores in "Quality and Comprehensiveness of the Response to Specification Requirements" specified in the table above to proceed to be evaluated under the 'Cost' criterion. Failure to achieve any minimum threshold scores will result in the Tenderer being eliminated from the Competition.

Marks will be awarded based on the quality and comprehensiveness of the proposed approach and the Tenderer's understanding in addressing the requirements specified in detail in Appendix 1 of this RFT and repeated in the Tender Response Document (TRD) to this RFT. Each response provided by the Tenderer for each individual sub-criteria will be evaluated using the Scoring Methodology Table below. For each of the qualitative award criteria and Sub-Criteria (i.e. non-cost criteria) stated above, the following scoring methodology will be applied:

Scoring Methodology Table	
Band	**Meaning**
5 (80 to 100%)	The Tenderer's proposal is assessed as demonstrating an excellent to exceptional level of quality, comprehensiveness and understanding in respect of the qualitative criterion.
4 (60 to 79%)	The Tenderer's proposal is assessed as demonstrating a good to very good level of quality, comprehensiveness and understanding in respect of the qualitative criterion.
3 (40 to 59%)	The Tenderer's proposal is assessed as demonstrating a satisfactory to very satisfactory level of quality, comprehensiveness, and understanding in respect of the qualitative criterion.
2 (20 to 39%)	The Tenderer's proposal is assessed as being poor to very poor in that it is lacking in sufficient quality, comprehensiveness and understanding in respect of the qualitative criterion.
1 (1 to 19%)	The Tenderer's proposal is assessed as being inadequate to very inadequate in that it is totally lacking in sufficient quality, comprehensiveness, or understanding in respect of the qualitative criterion.
0	No response provided

Evaluation process for Cost Award Criteria

Tenderers are required to complete the Pricing Schedule in Appendix 2 in accordance with the instructions set out therein.

In calculating marks to be awarded Cost, the following methodology will apply for each criterion:

The lowest tendered total cost will be awarded full available marks.

All other Tenders will be marked relative to the lowest tendered total cost using the following formula:

Maximum marks available X Lowest Cost Tender

-- = Mark Awarded

Cost of Tender being evaluated.

Awarded marks for each Criterion will be added together to provide an overall total cost score.

Overall Scores

Following the application of the evaluation methodologies set out above, each Tenderer's mark for the qualitative (non-cost) award criteria will be added to their mark for Costs to give an overall score out of 15,000.

Tenderers will be ranked from highest to lowest, based on the total overall scores, in order to determine the Highest-Ranked Tender. The Tender submitted by the Highest-Ranked Tenderer shall, subject to paragraphs 3.3.2 and 3.3.4, be deemed to be the MEAT.

Tie Break Rule

In the event that there is a tie in total marks awarded (i.e. two or more highest ranking Tenderers obtain the same total mark), the following tie-break rules will be adopted:

i. The Tender which has been awarded the highest total marks available pursuant to the **Qualitative Requirements Table** will be deemed to be the Highest-Ranked Tender.

ii. In the event of the application of the tie-break rules above not resulting in the determination of the highest-ranking Tender, the Tender which has been awarded highest marks in respect of **QR1** shall be considered the Highest-Ranked Tender. In the event that there continues to be a tie then the Tender which was awarded the highest marks in respect of **QR2** shall be considered to be the highest-ranking Tender.

iii. The approach above will continue to be applied to each qualitative requirement (**QR3** – **QR8**) until such time as the Highest-Ranked Tender can be determined.

iv. In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to attend at the Contracting Authority's premises to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

3.3.2 Following an assessment of the overall marks the Highest-Ranked Tenderer shall be required to make their premises (both main and disaster recovery) available by appointment as per paragraph 2.20.2 so that the Contracting Authority may verify that the proposed premises meet the requirements of this RFT.

3.3.3 If the Contracting Authority is satisfied that the premises proposed by the Highest-Ranked Tenderer meet the requirements of this RFT then the Highest-Ranked Tender shall be deemed to be the MEAT.

3.3.4 If, in the view of the Contracting Authority, the premises proposed by the Highest-Ranked Tenderer does not meet the requirements of this RFT then the Highest-Ranked Tenderer shall be deemed to have failed the site visit. In such circumstances, the Contracting Authority shall remove the Highest-Ranked Tenderer's Tender from the assessment of costs (calculated in accordance with the above Scoring Methodology for Cost) in order to identify a Highest-Ranked Tenderer which complies with all applicable requirements contained in this RFT. The approach outlined in this paragraph 3.3.4 will continue to be applied by the Contracting Authority until such time as the Contracting Authority is satisfied that the Highest-Ranked Tenderer complies with all applicable requirements contained in this RFT.

3.3.5 For the avoidance of doubt, the selection of the Highest-Ranked Tender in accordance with paragraphs 3.3.2 or 3.3.4 shall not give rise to any form of representation or enforceable commitment of any kind on the part of the Contracting Authority to accept the premises proposed by the Highest-Ranked Tenderer), deem the Tender submitted by the Highest-Ranked Tenderer to be the MEAT or award the Services Contract to the Highest-Ranked Tenderer. It is a matter for the Contracting Authority to be satisfied, that the premises proposed by the Highest-Ranked Tenderer meets the requirements of this RFT.

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

(a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and

(b) the evidence specified at paragraph 3.3.6(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 CONTRACTS

3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than Fourteen (14) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

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

Appendix 1: Requirements and Specifications

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

INTRODUCTION

The Department of Transport is responsible for shaping the safe and sustainable development of transport in Ireland, to support economic growth and social progress. In 2026, the Department has an allocation of €4.7bn in Exchequer funding to deliver on its objectives.

The Department comprises six business areas supported by a corporate function providing HR, governance, risk, procurement, facilities, finance, and expenditure management services to those business areas.

In the period since 2019 the Exchequer allocation to the Department has increased by 50% and the Department has designed and implemented measures to ensure continued robust governance and oversight of the use of these funds. The Department has a staffing complement of c. 700 staff, and its head office is located at Leeson Lane, Dublin 2, D02 TR60.

Further information on the Department's activities is available at www.transport.gov.ie

The Department is seeking tenders for the provision of personalised bulk print and mail services related to the Department's National Vehicle and Driver File (NVDF).

BACKGROUND AND CONTEXT

The Department oversees the management of the National Vehicle and Driver File (NVDF), a comprehensive database housing records for approximately 3.2 million registered vehicles and 3.55 million licensed drivers nationwide.

The NVDF plays a pivotal role in processing motor tax and driving license functions, while also fulfilling legal obligations tied to the national register of drivers and vehicles. It underpins services such as Change of Vehicle Ownership operations based in Shannon, motor tax and driving licence functions across local Motor Tax Offices and NDLS (National Driver Licence Service) outlets, as well as online platforms like Online Motor Tax, End-of-Life Vehicle processing, and Motor Dealer Change of Ownership.

Beyond its core functions, the NVDF supports a range of customer-centric activities, including the issuance of motor tax and driving licence expiry notifications, motor tax discs (via the online motor tax portal), Certificates of Road Worthiness, Certificates of Destruction, Vehicle Registration Certificates, Advanced Reminder Notices, and Penalty Points correspondence. These operations depend on a robust mail and print system designed to meet high-performance standards for both volume and processing times.

For the purposes of this Request for Tender (RFT), preprinted forms, inserts, envelopes and postage expenses are out of scope. Tenderers should assume that preprinted stationary costs and franking/posting costs will be borne by the Department of Transport. These expenses should not be included in the tender price.

Current Process
The Department currently manages the production of over 7 million pieces of paper mail annually which includes documents on behalf of the Road Safety Authority (RSA), with consistent outputs throughout the year and occasional peak periods. Each month, the mailroom handles over 600,000 outbound mail items, involving tasks like scheduling batch jobs, securely transferring print files, logging data in the NVDF system, and preparing items for dispatch through processes such as enveloping and franking.

Additionally, the mailroom handles general business correspondence, including Change of Vehicle Ownership (CVO) letters dispatched via office franking machines. These are sent for printing as PDF files or as raw data files created by the NVDF and formatted as .txt files and securely transferred to printers using a Secure Transfer Application for processing and mailing. After dispatch, mail details are logged in the NVDF for stock and financial reconciliation purposes. Procedures are firmly established to address document errors, ensuring replacement printing and mailing as needed.

The quantities outlined in this Request for Tender (RFT) are based on historical data and encompass the print runs within the scope of this procurement. However, these quantities may fluctuate, either increasing or decreasing, due to the expansion of the Contracting Authority's online services. Tenderers should be aware that the stated volumes are provided as estimates only, and no guarantees are offered regarding the actual quantities to be processed.

The Department seeks to retire the current process and establish a partnership with a contracting authority for the provision of bulk print and mailing services.

SPECIFICATION OF REQUIREMENT

High Level Requirements

This Request for Tender (RFT) relates to the print, enveloping and mail of all NVDF documents and supply of non-preprinted paper.

An overview of the quantities & specifications for the print and mail services is set out in Table 1 and 2 of this Appendix. Samples of the documents and inserts are also included separately.

Data File Handling - The Contracting Authority will provide pdf files and data files (.txt format) for printing through a secure file transfer process using SFTP. The Tenderer must demonstrate the capability to securely receive and store these files.

On Demand Printing - The Contracting Authority requires the capability to implement on-demand printing via secure API (using HTTPS) to support future business processes.

Full Life-Cycle Data Management - The Tenderer must implement full life-cycle data management processes to ensure the secure transfer, storage, handling, and eventual destruction of all Contracting Authority data.

Document Formatting - The Tenderer must utilise an application capable of formatting document templates in accordance with the Contracting Authority's requirements. This must align with the existing data output files generated by the Contracting Authority. Sample data files are included for reference.

Volume and Specification Handling - The successful Tenderer must have the capacity to manage the annual average document volumes specified in Table 1, as well as comply with the technical requirements outlined in Table 2.

All documents must be dispatched and received by An Post on the same business day as they are printed to facilitate end of day reconciliation.

Volume Variation – The quantities specified are based on historical data and include the print runs in scope for this RFT. These quantities are subject to potential fluctuations, either increases or reductions, due to the expansion of the Contracting Authority's online services. The average daily output typically ranges between 10,000 to 12,000 items per day. For instance, the Advance Motor Tax Reminders (approx. 70,000 per month) are bulk printed during the final week of each month, resulting in a temporary spike in daily volumes. Driver Reminders (approx. 25,000 per month) are printed at the beginning of each month, also contributing to higher output during that week.

Costing and Exclusions - For costing purposes, tenderers should assume that franking/posting and preprinted documents expenses will be borne by the Department of Transport. These costs should **not** be included in the tender price.

Material Substitution - In the event of unavailability of the specified paper, the Contracting Authority may approve the use of an alternative. Any adjustments to the Pricing Schedule resulting from this change must be agreed upon in advance between the Contractor and the Contracting Authority.

Delivery of Service - For operational reasons, the Department's preference is that the delivery of the Service is confined to the European Economic Area (EEA) region only. The Department will require assurance from the appointed supplier confirming this. This includes all activities required for the support of the service including all processing and storage.

Detailed Service Requirements

Requirement 1: Methodology for the supply of the service and quality management process

A. 1A - Service Requirements

Tenderers must provide Service Requirements, which at a minimum must include:

a) the relevant resources to print and deliver to An Post all document types listed in Table 1 and 2 in the specifications below.
b) all document types must be sorted and labelled for An Post in line with their specific delivery timeframes.
c) all specified items be sorted and enveloped within the times schedules laid down by the Contracting Authority.
d) the capability to securely receive and store pdf files and data files (.txt format) for printing through a secure file transfer process using SFTP.
e) the capability to implement on-demand printing via secure API (using HTTPS) to support future business processes.
f) the capability to print pdf files and data files (.txt format) in the required format as outlined in Table 2.
g) the capability to create bilingual (Irish and English) templates and maintain them. These templates must be signed off by the Department.
h) the capability to implement full life-cycle data management processes to ensure the secure transfer, storage, handling, and eventual destruction of all Contracting Authority data.
i) all personalised documents having addresses in the appropriate place for window envelopes.

j) folding of documents as required, fill envelopes with relevant documentation and insert any additional materials such as inserts etc for specific document types as requested by the Contracting Authority.
k) a list of all confirmed items printed daily for each file by Tenderer to assist in verification by the Contracting Authority
l) providing a file after specific print runs containing the required certification numbers in an agreed format, enabling the Contracting Authority to update NVDF records.
m) the ability to re-print 'once-off' documents listed in Table 1 on request from the Contracting Authority.
n) the ability to pull documents after printing but before it has issued in the post; returning them to the Contracting Authority, where it has been requested to do so from that Authority.
o) all invoices must include a detailed breakdown of costs.
p) as all document types must be dispatched and delivered to An Post on the same business day as they are printed to facilitate end of day reconciliation, establishing appropriate arrangements with An Post collection centres to enable efficient delivery.
q) provision of details on how non-delivered or returned mail is processed.
r) provision of plain paper for non-printed stationary as outlined in Table 2 below.

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to provision of Service Requirements.

B. 1B - Quality Management Process

Tenderers must provide a Quality Management Process, which at a minimum must include:

a) Proofing: The Tenderer must outline the process for proofing of all documents.
b) Data Formatting: The Tenderer must detail their approach to managing data formatting requirements.
c) Printing & Finishing: The Tenderer must provide details of the proposed print production, including whether it is completed in-house or externally. It is a requirement that the colour logos are printed as provided in the document samples.
d) Document Production: The Tenderer must specify the software and processes used to print securely and accurately, envelope and post the document types listed.
e) Personalisation: The Tenderer must demonstrate the capability to personalise correspondence with relevant information, ensuring proper addressing for window envelopes, and folding documents for the appropriate envelope.
f) Secure Enveloping: The Tenderer must describe any cameras and/or barcode controls used on mailing machines to ensure the integrity and accuracy of the overall process.
g) Inserting: The Tenderer must outline how inserts such as flyers or reply envelopes etc. can be selected for specific process or cohorts within a mail run.
h) Material Quality: The Tenderer must provide assurances regarding the quality of materials used to meet paper requirements in Table 2.
i) Quality Management: The Tenderer must demonstrate the quality management processes in place to ensure consistency of quality and adherence to deadlines.
j) Accessibility and Responsiveness: The Tenderer must detail procedures to ensure accessible, timely, and responsive services for the Contracting Authority, meeting indicative timelines.
k) End-to-End Compliance: The Tenderer must demonstrate compliance throughout the entire process—from receipt of files, through printing, track and trace, sorting, and delivery to An Post—with full monitoring of the document lifecycle.
l) Testing and Validation: The Tenderer must outline testing procedures or validation checks performed at various production stages to meet required standards.
m) Urgent Print Requests: The Tenderer must provide procedures for managing urgent print requirements.

n) Continuous Improvement: The Tenderer must demonstrate a commitment to continuous improvement, including feedback mechanisms, corrective actions and ongoing refinement of processes to enhance quality.
o) Submission Deadlines: The Tenderer's proposal must include indicative lead-in times for each document type to be submitted by the Contracting Authority in order to meet print run schedule in Table 2 of the Specifications.
p) Reconciliation: The Tenderer must outline how print and mail runs are verified for the Contracting Authority, supplying a list of all files produced to assist in this process. They must also have the ability to re-print documents that may become damaged.
q) Invoices: All invoices issued by the Tenderer must provide a detailed cost breakdown.

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to provision of Quality Management Process.

Requirement 2: Implementation of the Service

Tenderers must demonstrate a structured approach to the implementation of these services, which at a minimum must include:

a) Detailed project timeline outlining key milestones from production to delivery.
b) Indicative deadlines to migrate each document type from Table 1.
c) Workflows related to receiving and processing data files.
d) Workflows related to printing and enveloping mails.
e) Processes for quality checking to ensure files are managed accurately, and in compliance with specifications.
f) How the Tenderer deals with the management of data errors.
g) Technical approach to implementation of the solution.
h) Timeline for completion, including deadlines for printing, mailing and delivery.
i) Project management strategy to meet deadlines.
j) Details of any partnerships or subcontractors involved in executing the project.
k) Details on how the tenderer plans to communicate progress updates, handles issues and provides reporting on project status and performance.

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to provision of the Implementation of the Service.

Requirement 3: Contract Management

Tenderers must provide Contract Management and Performance Management, which at a minimum must include:

a. Proposal to manage the client relationship assuring a proactive responsive service including identification of the nominated contract manager and a deputy including their experience.
b. Size of the proposed contract management team (CVs are not required) and a clear explanation of roles and responsibilities.
c. Necessary skills and qualifications of the personnel to deliver on the services sought.
d. Proposals must include details of the proposed project team outlining the roles key members will fulfil.
e. Outline the personnel's experience of delivering services of a similar nature and outline any qualifications obtained by personnel in the services sought.

f. A draft service level agreement detailing how you propose to address the execution and performance monitoring of the service including the attendance at Monthly and Quarterly Service Review meetings with the Department and Road Safety Authority (RSA).
g. Outline how the Tenderer proposes to manage and report to two different organisations i.e. the Department and RSA where the need arises.
h. Details of the escalation procedures you propose for escalation in the case of performance issues and/or complaints.
i. Details of the escalation process in the event of facing an unresolved dispute relating to the performance of your obligations under the Services Contract.
j. Please detail your proposals for effective and efficient invoice processing and outline your ability to invoice electronically.
k. Details of proposed suite of reports to be provided as part of the service. These reports will include a clear KPI and reporting framework to monitor performance against contractual and SLA requirements, providing monthly and quarterly reports (issued at least four working days in advance of review meetings) including KPI outcomes, RAG status, exceptions, and agreed improvement actions for the Department and the RSA.
l. Procedures for ensuring service requirements are always available to the Contracting Authority.
m. The provision of an emergency contact number for urgent matters outside of core hours.
n. Post implementation support, maintenance services, root cause analysis, and procedures for addressing any issues that may arise after development.
o. Any assumptions made about reliance on Department resources during contract delivery.

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to provision of Contract Management.

Requirement 4: Exit Strategy Plan

The Tenderer shall ensure a fully secure, well managed and uninterrupted transition at contract end or termination. All exit activities must protect service continuity and safeguard the Contracting Authority's data and deliverables.

The Tenderer shall provide:

a. A clear description of how an Exit Strategy will be managed, including a detailed Exit Management Plan.
b. Confirmation that the Exit Management Plan will be reviewed and updated annually or after material service changes.
c. Details of all operational and technical workflows, system and data dependencies, roles and responsibilities (including named exit leads), transition timelines, milestones, escalation routes, and communication/reporting arrangements.
d. Details on how continuity of service will be maintained during the Exit Period, including:
    - No reduction in service quality.
    - Full SLA compliance maintained.
    - Support for parallel running, testing and cross checking.
    - Adequate staffing, resources and production capacity to support both live services and transition activities.
e. Details on data transfer and deletion, including:
    - Full transfer of all Contracting Authority data in agreed formats.
    - Handover of templates, composition rules, barcoding logic, workflows, configuration documents, logs, audit trails and quality records.
    - Secure deletion of all Contracting Authority data from Contractor and sub processor systems only after written approval.

- Provision of a formal Data Destruction Certificate once deletion is complete.

f. Details on knowledge transfer, including:
   - Operational manuals, process documentation and workflow guides.
   - Template specifications, composition logic and data transformation rules.
   - Daily routines, cut offs, batching rules, quality checks, exception handling and reprint procedures.

g. Details of training sessions and demonstrations to be provided to Contracting Authority staff and/or the incoming provider.

h. Details on how the Contractor will provide test data, sample files, file schemas and technical specifications to any incoming provider.

i. Assurance of full cooperation in:
   - Template verification.
   - Parallel production runs.
   - Accuracy and reconciliation testing.

j. A commitment to provide a Final Exit Report summarising all exit activities, with:
   - Written confirmation of complete data transfer.
   - Written confirmation of secure data deletion.
   - Confirmation that all contractual, operational and financial obligations have been discharged.
   - Confirmation that a Data Destruction Certificate will be issued.

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to provision of Exit Strategy Plan.

Requirement 5: Contingency Plan

Tenderers must submit a comprehensive business continuity plan outlining the contingency measures that will be implemented to maintain uninterrupted service delivery in the event of a disruption to their operations. This plan must include provision for an alternative production (disaster recovery) site.

Both the primary and the contingency sites must be fully operational and capable of delivering all stages of the document production process. Each site must meet the full set of security requirements specified in the Specification of Requirements, including physical security controls, personnel vetting, access management, and data protection measures.

In addition, the disaster recovery site must be geographically separate from the primary site, sufficiently distant to ensure that a single incident (e.g. natural disaster, major infrastructure failure, fire or security event) would not impact both locations simultaneously. The contingency site must also have resilient infrastructure in place, including independent utilities, backup power supply, secure network connectivity.

The Contracting Authority expects full production to resume at the contingency site within **48 hours** of a disruption to the primary site. Tenderers must state and commit to their proposed Recovery Time Objective against this expectation.

As stated in Section 2.20 Site Visit of the RFT, the Contracting Authority will conduct a site visit to both the primary and contingency sites of the Highest-Ranking Tenderer.

Tenderers must describe their approach to Contingency Planning, including:

- **Operational resilience**, including Recovery Time Objective and contingency site production capacity
- **Resource availability**, including staffing, consumables, and supplier dependencies
- **Security controls** at both sites, confirming parity with the Specification of Requirements

- **Transition procedures** between sites, including trigger criteria, failover time, and communications to the Contracting Authority
- **Contingency testing**, including frequency and evidence of the most recent test

Requirement 6: Secure Storage

Tenderers must provide Secure Storage across all premises, personnel, and processes used to deliver the service, including those of subcontractors and consortium members. At a minimum, the response must include:

a) **Overall Security:** A description of the physical, procedural, and technical security controls safeguarding all areas used in the contract, including access controls, CCTV (minimum 90 days retention), intruder detection, and access logging (minimum 12 months retention). Alignment with a recognised standard (e.g. ISO 27001 must be stated, with certification evidence where claimed).
b) **Controlled Production Environment:** Details of the security, monitoring, and control measures applied throughout the production process, including segregation of production areas, chain-of-custody procedures, and reconciliation of blank, printed, and spoiled stock.
c) **Secure Storage of Printed Documents:** An outline of the measures in place to securely store printed documents immediately after production and prior to collection, including restricted role-based access, secure containment (e.g. locked cages, safes, or vaulted areas), and continuous monitoring.
d) **Storage Capacity:** A clear description of available storage capacity, with specific volumes, for:

- bulk paper (pre-printed and plain),
- envelopes (return and mailing),
- inserts, and
- buffer stock sufficient to meet at least three (3) months' mailing requirements.

e) **Inventory Management and Tracking:** Details of inventory-management systems used to track pre-printed stationery, envelopes, and all materials required for the mailing process, including real-time stock visibility, reconciliation procedures, and serial or batch-level tracking of controlled stationery.
f) **Climate Control:** Information on climate-control systems protecting stored materials from temperature, humidity, or other environmental damage, including monitoring and alerting.
g) **Risk Mitigation:** An outline of measures to mitigate risks to stored stationery and printed documents, including fire, flood, insider threat, tampering, and cyber risks, with alerting, protection, and recovery arrangements including defined recovery time objectives (RTO).
h) **Scalability:** A description of how storage and throughput can scale to meet peak demand, including maximum peak volume, lead time to scale, and contingency arrangements.
i) **Staff Vetting:** A description of vetting procedures for all staff, contractors, and subcontractor personnel involved in the contract, including pre-employment background checks (Garda vetting or equivalent), confidentiality agreements, ongoing security awareness training, and joiners/movers/leavers processes.
j) **Subcontractor Flow-Down and Audit Rights:** Tenderers must confirm that all requirements under this section are contractually flowed down to subcontractors and consortium members, and that the Department (or its nominated representative) has the right to inspect and audit all relevant premises, systems, and records with reasonable notice throughout the contract term.

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to the provision of Secure Storage, supported by evidence where certifications or specific controls are claimed.

Requirement 7: Compliance and Security of Data

Tenderers must describe their approach to compliance and security of data. At a minimum, the response must cover:

a) Accountable security and compliance function. A named individual (or defined role) with responsibility for data protection and information security compliance, including how the role is resourced and who they report to.
b) Certifications and standards. Current certifications held (e.g., ISO 27001, SOC 2 Type II, Cyber Essentials Plus) with evidence. Tenderers must confirm they will meet the department's cyber security standards and any obligations flowing from NIS2 as applicable to their role as a supplier to an essential entity.
c) Technical security controls. Controls in place to protect data in transit and at rest, including secure file transfer, secure email, encryption standards, password and authentication controls (including MFA), network security, endpoint security, patching, logging, and continuous monitoring.
d) Personnel security. Background/vetting checks for staff with access to department data, ongoing security awareness training, and access control based on least privilege.
e) Data residency. Confirmation that all department data will be stored and processed within the EU/EEA, with any exceptions flagged and justified.
f) Sub-processors and supply chain. Confirmation that department data will not be shared with third parties unless they form part of the service. Where sub-processors are used, the tenderer must hold them to security controls equivalent to, or exceeding, the department's own standards, and must provide a current list of sub-processors with the right for the department to object to changes.
g) Secure deletion and destruction. Methods and procedures for securely deleting or destroying data at the end of the retention period, aligned to recognised standards (e.g., NIST SP 800-88). Methods must ensure data cannot be recovered or reconstructed.
h) Verification of destruction. Evidence that deletion or destruction has occurred, via audit trails, reports, or certificates of destruction issued to the department.
i) Incident notification. Commitment to notify the department of any actual or suspected security incident affecting department data without undue delay, and in any event within 24 hours of detection, to support the department's own NIS2 reporting obligations.
j) Audit and assurance rights. The department, or its nominated representatives, must have the right to audit the tenderer's controls relevant to this contract, and to receive regular assurance reporting (e.g., annual SOC 2 report or equivalent).

Requirement 8: Third Party Risk Management (TPRM) Information Security Requirements

Tenderers must complete all questions in the separate TPRM Information Security Requirements document. Responses will be scored as part of the Most Economically Advantageous Tender (MEAT) evaluation.

Supporting documentation and product literature may be submitted alongside responses. However, supplying this documentation in place of a completed response in the description box for each question will not be accepted and will be reflected in the marks awarded.

Site visit verification: In line with Section 2.20 Site Visit, the Department will conduct a site visit to the highest ranked Tenderer under the MEAT evaluation. The site visit will include verification of the information provided in the tender response, including the TPRM Information Security Requirements. The Department reserves the right to review and revise the marks awarded for any response in the TPRM Information Security Requirements following the site visit where supporting evidence is found to be insufficient or inconsistent with the tender response.

Conditional award, remediation: Where a response scores 6 or lower against any item in the TPRM Information Security Requirements, the Department reserves the right to include remediation conditions in the contract award. The successful Tenderer will be required to close out these items to the Department's satisfaction, within a timeframe agreed with the Department, as a condition of contract. This is to ensure ongoing compliance with the Department's ICT security requirements.

Tenderers must demonstrate how they meet this requirement by completing all questions in the TPRM Information Security Requirements document and providing the supporting evidence requested.

Requirement 9: Green Public Procurement

In line with public policy, guidelines, and requirements in respect of the procurement of goods and services by public bodies, the Contracting Authority will award marks in respect of measures which reduce the environmental impact associated with the provision of the required Services to the Contracting Authority.

Marks will be awarded for environmental measures including:
Activities associated with supporting environmental measures such as equipment, expertise, documented procedures and management systems in place which are appropriate to address the main environmental impacts of the printing service, including:

- Sourcing of legal and sustainable paper and other materials
- Minimisation of waste during printing, finishing and other processes
- Energy efficiency at the production site(s)
- Efficient use of water at the production site(s)
- Avoidance of hazardous substances, and correct handling and disposal of any which cannot be avoided
- Staff training in each of the above aspects

Tenderers must describe the equipment, procedures and management systems which they and any subcontractors have in place to minimise the impact of the printing services. Evidence in the form of a certified environmental management system (e.g. ISO 14001, EMAS or equivalent) and/or energy management system may be provided.

Responses to this requirement must be linked to the delivery of the required Services to the Contracting Authority and be capable of verification by the Contracting Authority.

Specifications

Table 1

Document Type	Description	Annual Average Total per Document
1.1 Vehicle Registration Certs	Vehicle Registration Certificates (RF101) issued following first licensing of new vehicles and following ownership change	1.2 million
1.2 Advance Motor Tax Reminders	Computer generated notices which issue to vehicle owners some weeks prior to motor tax becoming due for renewal.	1 million
1.3 Certificate of Destruction (COD's)	CODs issued for End of Life Vehicles (scrapped vehicles)	70k
1.4 RF100 Motor Tax Form	Form to enable motor taxation of a vehicle for the first time (untaxed vehicle)	15k
1.5 Change of Vehicle Ownership Request for Furter Information (RFFI) and Customer Notifications (CN's)	Request for Further Information on a change of vehicle ownership notification, where the original was incomplete, or notifications to customers about their application.	15k
1.6 Once off Motor Tax Reminder	On request	1k
1.7 Penalty Point Notice from AGS	Notices confirming application/withdrawal of penalty points to drivers	200k
1.8 Penalty Point Notices from Courts Service		20k
1.9 Pen. Point Removals		210k
1.10 Driver Reminders Full	Computer generated notices which issue to drivers prior to expiry of driving licence.	180k
1.11 Driver Reminders Learner		110k
1.12 Certificate of Road Worthiness (CRW)	CRW issued to commercial vehicle owner after successful test	550k

Further Specifications are set out in Table 2

Table 2

The Tenderer should note that the Document Type highlighted in green (1.1, 1.2, 1.3, 1.6 and 1.12) are preprinted stationery with some having security features included which will be procured and paid by the Department – these paper costs should not be included in the unit costs for pricing. Delivery of these documents will be delivered directly to the Tenderer from Supplier for storage.

Notes:

- Some of the documents printed on ordinary A4 white paper will involve colour printing (such as organisation logos), see attached sample files for more detail.
- Print templates will be required for all Document Types except 1.5 RFFI / CNs where a pdf file will be provided for printing and mailing services. For RFFI two A4 sheets are printed and folded to A5, with a DL envelope included for insertion into a C5 envelope whereas CN is a 1 page document with no DL envelope included and also inserts into a C5 envelope.
- All non-preprinted stationary document types to be provided by the Tenderer and stationery costs should be included in the unit cost for pricing.
- The sample scans for the single format show both Irish and English text which means the single format is personalised on both sides.

Document Type	Type of Paper (Special Print or Ordinary)	Print Runs	Secure Print Doc	Single/ Multiple Page	Text on both sides	Document Sheet	Insert Included	Envelope Spec	Peak Periods
1.1 Vehicle Registration Certs	Security RF101 Paper	Daily	Yes	Single	Yes	14 inch (200mm x 355mm)	Yes	C5	No
1.2 Advance Motor Tax Reminders	RF100B/RF100C	4 per month	No	Single	No	A4	Yes + Pre-paid Envelope	C5	Yes
1.3 Certificates of Destruction (CODs)	COD Paper	Daily	No	Single	No	A4	No	C5	No
1.4 RF100	Ordinary A4 White Paper 90gram	Daily	No	2 page	Yes	A4	No	C5	No
1.5 RFFI / CNs	Ordinary A4 White Paper 100gram	Daily	No	2 page (pdf)	RFFI – Yes CN - No	A4	RFFI - Pre-paid Envelope	C5	No
1.6 Once Off Reminder	RF100B/RF100C	Daily	No	1 page	No	A4	No	C5	No

1.7 Penalty Point AGS	Ordinary A4 White Paper 90gram	Once a week	No	Single	Yes	A4	Yes	C5	No
1.8 Penalty Point Courts	Ordinary A4 White Paper 90gram	Once a week	No	Single	Yes	A4	Yes	C5	No
1.9 Penalty Point Removals	Ordinary A4 White Paper 90gram	Once a week	No	Single	Yes	A4	No	C5	No
1.10 Driver Reminders Full	Ordinary A4 White Paper 90gram	Once per month	No	Single	Yes	A4	No	C5	No
1.11 Driver Reminders Learner	Ordinary A4 White Paper 90gram	Once per month	No	Single	Yes	A4	No	C5	No
1.12 Certificate of Road Worthiness (CRW)	Security CRW Paper	Daily	Yes	Single	No	A4	Yes	C5	No

Document Descriptions

1.1 Vehicle Registration Certificate

- Data file generated each evening after business hours and available for print, mail and delivery on the next working morning.
- Data file will contain name and address of vehicle owner; and some details of the vehicle specification, QR code all of which will be required to be printed on the preprinted form.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided ***RF101.pdf***.
- Sample pdf insert provided ***RF101 Insert.pdf***.

1.2 Advance Motor Tax Reminders

- There are two versions of these documents to be printed i.e. an English and Irish version.
- Data file generated after business hours (about 4/5 times per month) and available for print, mail and delivery on the next working morning.
- Data file will contain name and address of vehicle owner; and some minor details of the vehicle specification, tax expiry date etc - all of which will be required to be printed on the preprinted form.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided ***Motor Tax Reminder English.pdf*** and ***Motor Tax Reminder Irish.pdf.***
- Sample pdf insert provided ***Motor Tax Renewals Flyer.pdf*** and ***Important Notice SORD.pdf*** for RF100C.

1.3 Certificate of Road Destructions (COD)

- Data file generated each evening after business hours and available for print, mail and delivery on the next working morning.
- Data file will contain name and address of vehicle owner; and some details of the vehicle specification, transaction data and QR code, all of which will be required to be printed on the preprinted form.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided ***Certificate of Destruction.pdf***.

1.4 RF100

- Data file generated each evening after business hours and available for print, mail and delivery on the next working morning.
- Data file will contain name and address of vehicle owner; and some details of the vehicle specification, transaction data and QR code, all of which will be required to be printed on the preprinted form.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided ***RF100.pdf***.

1.5 Request For Further Information (RFFI) / Customer Notification (CN's)

- Data file generated each evening after business hours and available for print, mail and delivery on the next working morning.
- This document will be presented in pdf format. Use of window envelope to display the recipient's name and address, no need for separate address labels.
- For RFFI two (2) A4 sheets are printed and folded to A5, with a DL envelope included for insertion into a C5 envelope
- CN is a one (1) page document with no DL envelope included and also inserts into a C5 envelope.
- Sample pdf copy provided ***RFFI.pdf***.
- Sample pdf insert provided ***Pre-paid Envelope.pdf***.

1.6 Once-off Reminders

- Data file generated each evening after business hours and available for print, mail and delivery on the next working morning.
- Data file will contain name and address of vehicle owner; and some details of the vehicle specification and transaction data, all of which will be required to be printed on the preprinted form.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided ***RF100C.pdf***.

1.7 An Garda Siochána (AGS) Penalty Point Notices (issued for points endorsed or expired for offences detected by AGS)

- Data file generated after business hours (once a week) and available for print, mail and delivery on the next working morning.
- Data file will contain driver name and address, driver number and some specific and generic penalty point details.
- Penalty Point Disqualification Letters (PPN03) must be sent by registered post with a record maintained and made available to the Contracting Authority on request.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided

Penalty Point Letter 1.pdf,	Notification of Endorsement Of Penalty Points
Penalty Point Letter 3.pdf,	Notification of Disqualification Caused By Penalty Points
Penalty Point Letter 4.pdf,	Notification of Expiry of Disqualification Caused By Penalty Points
Penalty Point Letter 8.pdf	Notification of Endorsement Of Fixed Penalty Disqualification and
Penalty Point Letter 9.pdf.	Notification of Expiry Of Fixed Penalty Disqualification

- Sample pdf insert provided ***Penalty Point Insert.pdf***.

1.8 Courts Service Penalty Points Interface File Processing (issued for points endorsed, expired or removed for offences by the Courts Service)

- Data file generated during business hours (once a week) and available for print, mail and delivery on the next working morning.
- Penalty Point Disqualification Letters (PPN03) must be sent by registered post with a record maintained and made available to the Contracting Authority on request.

- Data file will contain offending driver name and address, driver number and some specific and generic penalty point details.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided

Penalty Point Letter 1.pdf,	Notification of Endorsement Of Penalty Points
Penalty Point Letter 3.pdf,	Notification of Disqualification Caused By Penalty Points
Penalty Point Letter 4.pdf,	Notification of Expiry of Disqualification Caused By Penalty Points
Penalty Point Letter 5a.pdf,	Notification of Removal of Penalty Points Due To Appeal
Penalty Point Letter 5b.pdf	Notification of Removal of Penalty Points Due To Appeal (outside of time / Judicial Review - stay ordered and
Penalty Point Letter 5c.pdf.	Notification of Removal of Penalty Points due to Appeal/Judicial Review successful

- Sample pdf insert provided ***Penalty Point Insert.pdf***.

1.9 Penalty Point Removal Notices

- Data file generated after business hours (once a week) and available for print, mail and delivery on the next working morning.
- Data file will contain offending driver name and address, driver number and some specific and generic penalty point details.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided ***Penalty Point Letter 2.pdf***.

1.10 and 1.11 Driver Licence Reminders (Full and Learner)

- There are 4 types of documents to be printed i.e. Full Driving and Learner Driving renewals with both having English and Irish versions.
- Data file generated after business hours (once per month) and available for print, mail and delivery on the next working morning.
- Data file will contain name and address of licence holder, licence number, licence expiry date, QR code - all of which will be required to be printed on the document itself.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided ***Driver Licence Renewal English.pdf***,
  Driver Licence Renewal Irish.pdf,
  Learner Permit Driver Renewal English.pdf and
  Learner Permit Renewal Irish.pdf.

1.12 Certificate of Road Worthiness (CRW)

- Data file generated each evening after business hours and available for print, mail and delivery on the next working morning.
- Data file will contain name and address of vehicle owner; and some details of the vehicle specification and transaction data, all of which will be required to be printed on the preprinted form.
- Use of window envelope to display the recipient's name and address, no need for separate address labels.
- Sample pdf copy provided ***CRW Sample.pdf***.
- Sample pdf insert provided ***CVRT Insert.pdf***.

Appendix 2: Pricing Schedule

AWARD CRITERIA 9: COST FOR PRINTING/MAILING/SUPPLY OF NON-PRINTED STATIONERY

Please complete the columns Unit Cost and Cost for assessment purposes in the table below. All costs must be quoted in Euro (€), exclusive of VAT and shall be considered to be a best and final offer. Tenders should be priced in such a way as to facilitate the provision of the service required, as detailed within the tender document. The Charges below shall include any and all expenses, **other than franking/posting and preprinted stationery costs**, incurred by the Contractor or agents in the performance of the Services.

- Please bear in mind all of the details outlined in Appendix 1 – Requirements and Specifications of the RFT including Table 2 when calculating your costs below.
- Table 2 provides the variables involved in the print and mailing requirements such as Print Runs, Type of Paper (Special Print or Ordinary), type of Print Doc, Single/ Multiple Page, text on both sides, Size of Document Sheet, insert included and Envelope Specification together with storage requirements of documents.
- The Tenderer should note that the Document Type highlighted in green (1.1, 1.2, 1.3, 1.6 and 1.12) are preprinted stationery with some having security features included which will be procured and paid by the Department – these paper costs should not be included in the unit costs for pricing. Delivery of these documents will be directly to the Tenderer from Supplier for storage and management.
- All other Document Type will be provided by the Tenderer. Storage and stationery costs should be included in the unit cost for pricing.

Document Type	**Notional Volumes for assessment purposes**	**Unit Cost (Ex. Vat) €**	**Cost for assessment purposes (Ex. Vat) (Volume x Unit Cost) €**
1.1 Vehicle Registration Certs	1,200,000		
1.2 Advance Motor Tax Reminders	1,000,000		
1.3 Certificates of Destruction (COD's)	70,000		
1.4 RF100	15,000		
1.5 RFFI / CN's	15,000		
1.6 Once Off Reminder	1,000		
1.7 Penalty Point AGS	200,000		
1.8 Penalty Point Courts	20,000		
1.9 Penalty Point Removals	210,000		
1.10 Driver Reminders Full	180,000		
1.11 Driver Reminders Learner	110,000		
1.12 Certificate of Road Worthiness (CRW)	550,000		
**Other Costs			
Total Charge for assessment purposes only			€

The ***Total Charge for assessment purposes only*** provided in this table under Cost for assessment purposes (Ex. Vat) column (highlighted in yellow) will be the cost used to award the marks allocated under ***Cost for printing/mailing/supply of non-printed stationery*** (4000 marks).

****Other Costs**

Please provide statement of the circumstances in which additional costs (transition set up costs, project management, technical resources, etc.) arise and the rate(s) at which these services are charged, indicating if the costs are once-off or annual for the period of the contact - if annual, the full cost for the initial four (4) year period of the contract should be provided for evaluation purposes.

AWARD CRITERIA 10: PROPOSED DAILY RATES FOR ADDITIONAL SERVICES

- The Department to evaluate and award 500 marks for Award Criterion 9: Proposed Daily Rate for Additional Services will use the matrix as detailed in Award Criteria 3.3, Section 3.3.1 Evaluation process for Cost Award Criteria.
- Tenderers must complete the Pricing information in the Table below. The Notional Total in the highlighted yellow box derived from multiplication of the Daily Rate by the Notional number of Days for each Role will be the value evaluated in the awarding of the marks for this section.
- Tenderers must complete all data fields in the table below, Daily Rate, Vat Rate applicable and Cost for assessment purposes columns. Where no charge will be required for any additional service during the contract period, a value of zero (€0) must be inserted.
- The Department has indicated two resources that would be considered applicable to this type of contract for additional services, however the Tenderer may include additional resources in the table below.
- The costs shown must be in euro, inclusive of all expenses, exclusive of all taxes and exclusive of VAT.
- Tenderer must state the Vat rate applicable to all resources in Table below in the ***Vat Rate applicable*** column.

Role	Notional Days for assessment purposes	Daily Rate (Ex. Vat) €	Vat Rate applicable	Cost for assessment purposes (Ex. Vat) (Days x Rate) €
Project Manager	10			
Technical Resource	10			
Total Cost for assessment purposes only				**€**

The ***Total Charge for assessment purposes only*** provided in this table under Tenderer's proposed Additional Annual Charge (Ex. Vat) column (highlighted in yellow) will be the cost used to award the marks allocated under **Proposed Daily Rates for Additional Service.**

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: Minister for Transport (the "Contracting Authority")

RE: Request for Tenders for the Supply of Bulk Print and Mailing Services for the Department of Transport

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

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

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Bulk Print and Mailing Services for the Department of Transport

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 [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").

2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:

    a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
    b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
    c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
    d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
    e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
    f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]:

    a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:

   a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
   b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
   c. is not guilty of grave professional misconduct.
   d. has not entered into agreements with other economic operators aimed at distorting competition.
   e. is not aware of any conflict of interest due to its participation in the Competition;
   f. has not had any prior involvement in the preparation of the Competition;
   g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
   h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
   i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited

economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

____

Signature of Declarant

Declared before me by ___________________________________ who is personally known to me

(or who is identified to me by ______________________________who is personally known to me) or*

at ____________________________ this ___________ day of _______________ 20__

____

(signed)
Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Services Contract

Minister for Transport

and

[Insert successful Tenderer’s full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Bulk Print and Mailing Services for the Department of Transport

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

Minister for Transport, of Department of Transport, Leeson Lane, Dublin 2, D02 TR60 (“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 “Provision of Bulk Print and Mailing Services for the Department of Transport” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number ___________of _____________dated insert date of RFT (“the RFT”) the Contracting Authority invited tenders from economic operators (“Tenderers”) for the provision of the services described in Appendix 1 to the RFT (the “Services”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

   i. This Agreement and Schedules A to E attached hereto;

   ii. The RFT;

   iii. The Submission.

2. The Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission (“the Specification”).

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [Client contact name] of Department of Transport, Leeson Lane, Dublin 2, D02 TR60 the Contractor's Contact is [Contractor contact name] of [Contractor contact address].

5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

   The Client reserves the right to extend the Term or a period or periods of up to one (1) year with a maximum of three (3) such extensions permitted subject to its obligations at law

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client ____________________________ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor ______________________________
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:

1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
3. comply with all local security and health and safety arrangements as notified to it by the Client; and
4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

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

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.

G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;

ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;

iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;

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

2. KEY PERSONNEL

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

3. PAYMENT

A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

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

D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

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

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
6. the status of the Contractor, as declared in the “Declaration as to Personal Circumstances of Tenderer” dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;

9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

10. the Client shall be under no obligation to purchase any minimum number or value of Services.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

Click here to enter text.

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 a hundred (100) per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

The Sum ("the Retention Amount") which Retention Amount shall not at any given time exceed five (5) 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 said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

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 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 Thirty (30) 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 twelve (12) months written notice This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving twelve (12) 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 [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;
2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

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

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

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. EQUIPMENT

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").

B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.

D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and

ii. replace such item with a suitable substitute item of Equipment.

E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.

C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

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

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

“Data Subject” has the meaning given under the Data Protection Laws;

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

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);

ii. the data subject has enforceable rights and effective legal remedies;

iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made daily 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 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 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

Click here to enter text.

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

Processing, Personal Data and 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;

These clauses authorise <insert tenderer name>, the data processor, to process on behalf of the data controller, Department of Transport, including the personal data necessary to provide Bulk Print and Mailing services for the Department.

1.2 **Nature of processing**

To deliver services under the Agreement

1.3 Purpose of processing

To allow the Contractor to provide the services under the Contract.

1.4 Duration of the processing

The Term of the Contract and any periods of extension.

2. **Types of personal data**

All Personally Identifiable information relating to vehicle owners and driver records of the Department of Transport National Vehicle and Driver File database i.e. Name and address of registered vehicle owners and driving licences in the State including driver number and vehicle registration number.

3. **Categories of data subject**

Private vehicle owners and licenced drivers, Motor dealers, Companies and State Vehicles

Appendix 6: Confidentiality Agreement

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

The Minister for Transport, of Department of Transport, Leeson Lane, Dublin 2, D02 TR60 (hereinafter "the Contracting Authority") of the one part;
and

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

WHEREAS

A. By Request for Tenders dated [insert date] entitled [insert title] (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the Services described in Appendix 1 to the RFT (the "Services") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

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

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

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

   2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

   2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

I to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.

9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

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

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

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

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

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

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

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

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

(1) process that Personal Data only on the written instructions of the Contracting Authority;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Contacting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contacting Authority or the Contracting Authority's designated auditor.

L. The Contractor shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made daily and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority ___________________________ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____________________________
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

Processing, Personal Data and Data Subjects

4. Processing by the Contractor

4.1 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;

These clauses authorise <insert tenderer name>, the data processor, to process on behalf of the data controller, Department of Transport, including the personal data necessary to provide Bulk Print and Mailing services for the Department.

4.2 **Nature of processing**

To deliver services under the Agreement

4.3 Purpose of processing

To allow the Contractor to provide the services under the Contract.

4.4 Duration of the processing

The Term of the Contract and any periods of extension.

5. Types of personal data

All Personally Identifiable information relating to vehicle owners and driver records of the Department of Transport National Vehicle and Driver File database i.e. Name and address of registered vehicle owners and driving licences in the State including driver number and vehicle registration number.

6. Categories of data subject

Private vehicle owners and licenced drivers, Motor dealers, Companies and State Vehicles

Appendix 7: Previous Project / Contract

PREVIOUS PROJECT/CONTRACT	
Name of Project/Contract	Click here and insert the name of project or matter on which you delivered service
Client/Contracting Authority	Click here and insert the name of the client or contracting authority
Name of Client Referee	Click here and insert name
Address of Client Referee	Click here and insert address
Telephone of Client Referee	Click here and insert telephone number
Email Address of Client Referee	Click here and insert email address
Contract Value excluding Vat	Click here and insert the total value charged
Contract Duration (Start/Finish)	Click here and insert the start date and finish date of the project/contract
Details of any Subcontractors used	Click here and insert details
Value of work subcontracted	Click here and insert details
Comparability Narrative	Click below and insert a narrative in no more than 2 A4 pages that outlines the extent to which you feel the services provided met the requirements as set out above. Responses that exceed page count will only have prescribed number of pages evaluated. Pages in excess of the maximum response length will not be evaluated.

Please click here and provide your response in the space provided below.

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