

**Request for Tenders dated 21/07/2026
for the provision of
Research and Consultancy Services to undertake a
Comprehensive analysis of the Logistics and Supply chain
Workforce in Ireland out to 2032**

Tender procedure: Open procedure

Tender Deadline 25/08/2026 15:00

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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: Provision of research and consultancy services to undertake a study and forecast of likely skills gaps in the Logistics and Supply Chain sector over the period 2027-2032. This includes assessing current and future demand and supply across key occupations, primarily within the Transportation and Storage sector, with consideration of related roles in other sectors.

The services will also examine career pathways, job quality, and workforce sustainability, and identify current and future skills needs, including anticipated skills gaps out to 2032.

The work will align with EGFSN methodologies and reporting standards and will inform policy development and workforce planning to support a sustainable, future-ready sector.

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 [one year] (“the Term”).

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to 3 months with a maximum of 2 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 €100,000 (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 Tuesday 25th 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 readers. 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 Friday 14th 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 nine 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 *Not used*

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are

provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

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

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

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 *Not Used*

2.20.2 *Not Used*

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7million
Public Liability	€6.5million
Product Liability	N/A
Professional Indemnity	€1million

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.

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

	Tenderers <u>must</u> have an annual turnover of not less than €150,000 (excluding VAT) for <u>each of the last 3 financial years</u> (or where the date of establishment of a Tenderers is more recent, for each year the Tenderer has been established).	
Evidence Required	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 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 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.	Rule: Pass/Fail 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.

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

3.2.B Technical and Professional Ability

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

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 contracts within the last 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. 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	
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3.3 AWARD CRITERIA

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

Appendix 1	Award Criteria	Marks Available	Minimum Marks Required
Quality and Comprehensiveness of the Response to Specification Requirements			
1	Quality of approach and proposed methodological framework and defined steps including a list of proposed data and information sources	300	120
2	Quality of approach to the delivery of a clear outline of the Tenderer's understanding of the requirements and key issues involved in the research	300	120
3	Quality of approach to the delivery of Contract Management and Performance Measurement	150	60
4	Quality of approach to the delivery of Green Public Procurement (GPP)	50	0
Total Marks for Quality and Comprehensiveness		800	
COST			
6	Cost (Exclusive of Vat)	200	
Total Marks for Cost		200	
GRAND TOTAL		1,000	

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.

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:

$\frac{\text{Maximum marks available} \times \text{Lowest Cost Tender}}{\text{Cost of Tender being evaluated.}} = \text{Mark Awarded}$
--

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 1000.

Tenderers will then be ranked from highest to lowest based on their overall scores. The award of a Contract will be governed by this ranking.

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:

The highest-ranking Tenderer who has been awarded the highest total mark for the Qualitative Award Criteria element (i.e. non-cost related element) of their Tender will be deemed to be the Most Economically Advantageous Tender ('MEAT').

In the event of the application of the tie-break rules above not resulting in the determination of the MEAT, the approach above will continue to be applied to each of the award criteria in the descending order set out below until such time as a MEAT can be determined.

No.	Award Criteria
1	Quality of approach and proposed methodological framework and defined steps including a list of proposed data and information sources
2	Quality of approach to the delivery of a clear outline of the Tenderer's understanding of the requirements and key issues involved in the research
3	Quality of approach to the delivery of Contract Management and Performance Measurement

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. Representatives of each Tenderer that achieved the same total marks will be invited to attend at the Contracting Authority's premises to observe the random selection and will be notified in advance of the time/date and location of the random selection procedure. Tenderers will also be notified in writing of the outcome of the random selection.

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

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

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

3.6 RETURN OF SIGNED 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 seven 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 over €4bn 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 Research and Consultancy Services to Undertake a Comprehensive Analysis of the Logistics and Supply Chain Workforce in Ireland out to 2032

BACKGROUND AND CONTEXT

The LSCSG was established in 2019 to support the promotion of careers, skills development and sustainable employment in the Logistics and Supply Chain sectors in Ireland. The LSCSG was set up following recommendations made by the Expert Group on Future Skills Needs. The Group includes key stakeholder representatives from government, academia, and industry, and is currently chaired by the Road Freight Policy Division of the Department of Transport, based on the Department's links to the wider transport industry. The Department of Social Protection, The Department of Further and Higher Education, Research, Innovation and Science and the Department of Enterprise, Tourism and Employment also play a key role in the work of the Group. The Group provides a forum for practical action and collaboration aimed at addressing the skills needs of the sector.

The project will align with the Department's Statement of Strategy by supporting evidence-based policymaking, enhancing workforce capability, and strengthening sectoral competitiveness. It will also reflect national priorities relating to digital and green transitions.

1 INTRODUCTION

The Department of Transport is seeking the provision of research and consultancy services to undertake first, qualitative and quantitative analysis of the demand and supply of logistics and supply chain workers in Ireland across a range of relevant occupations and in spotlighted areas and second, to examine career pathways, job quality, and workforce sustainability within the sector and identify current and future skills needs and gaps.

The project will be carried out with the support and cooperation of the Expert Group on Future Skills Needs, and the outputs, approach and deliverables should align with those of previous EGFSN long-form reports, which can be accessed here: [Publications - Future Skills Ireland](#)

Ireland's logistics and supply chain sector is a cornerstone of the national economy, supporting €196 billion in exports annually and crucially handling over 47.5 million tonnes of goods through Irish ports in 2023. Among the 2.8 million individuals employed in Ireland, a significant number are involved, to varying degrees, in the Logistics and Supply Chain sector. This study will concentrate on several specific occupational groups focused mainly on the Transportation and Storage industry, with select occupations from other industries included to a lesser extent. Given the characteristics of this sector, there is a notable indirect influence on many other industry groups as well.

The analysis will cover the period 2027–2032 (a 5-6 year horizon), with indicative longer-term insights where appropriate.

This study will look to identify the skilling, upskilling and reskilling needs of logistics and supply chain workers and quantify likely skills gaps and develop conclusions as to the way forward.

For logistics and supply chain, the project should include drivers, supply chain analysts and managers, mechanics/mechanical engineers, production and warehouse managers, buyers and procurement managers, warehouse operatives, stock controllers, quality assurance technicians and professionals.

As well as skills needs, the project should also examine careers within the sector, looking at working processes, pay, non-pay and career progression opportunities.

2 OBJECTIVES

The overall objectives are to:

- 1) Quantitatively assess the likely demand and supply for logistics and supply chain workers in Ireland for a forecast period to 2032 (approximately a 5–6 year) horizon from project commencement.
- 2) Forecast skills gaps, including both expansion and replacement demand (e.g. retirements, attrition).
- 3) Map the regional distribution of employment and workforce needs.
- 4) Identify current and future skills and competencies needed across the sector, an analysis of the way skills in these occupations are currently changing and are likely to change in the coming years and any potential challenges in meeting those skills needs.
- 5) Assess long-term capability gaps affecting productivity, digitalisation, climate transition, and workforce sustainability.
- 6) Identify diversity, participation and gender gaps.
- 7) Analyse career pathways, job quality, pay and non-pay conditions, and barriers to progression.
- 8) Assess the impact of technological change (e.g. AI, automation, telematics, robotics) on workforce requirements.
- 9) Identify education and training pathways required, including FET, HE, apprenticeships, traineeships, and micro-credentials.
- 10) Develop actionable recommendations, including policy ownership, timelines, and measurable indicators.

In summary, this work should provide a quantitative and qualitative study of future skills needs for Logistics and Supply Chain in Ireland over a 5-6 year horizon, highlighting any skills gaps that are likely to arise over the next five to six years. The work should also examine broader issues around careers and opportunities within the sector for workers.

3 SCOPE & DEFINITION: TYPOLOGY OF OCCUPATIONS AND SKILLS

The study will primarily cover logistics and supply chain activity within:

- Transport and warehousing (core focus)

- Related sectors where relevant (e.g. sourcing, quality control and assurance, planning, production, IT, & engineers)

Transport and warehousing represent the most acute pressure points, while production, planning, and procurement roles reflect structural capacity risks. Emerging shortages in digital and training roles point to longer-term transformation challenges.

A one-size-fits-all approach will not be effective. Instead, interventions should be aligned to the nature of the shortages:

- Operational roles → immediate recruitment and retention measures
- Technical and production roles → targeted education and training pipelines
- Strategic roles → long-term skills development and digital capability building

Focusing on these will ensure the report:

- Identifies real bottlenecks
- Supports targeted policy interventions
- Avoids overgeneralisation

The study must incorporate analysis of:

- Regional disparities (NUTS levels where feasible)
- Migration and labour mobility
- Wage competitiveness and job quality
- Employer segmentation (SMEs vs large firms)
- Gender, diversity, and inclusion
- Climate transition (e.g. decarbonisation, green logistics)

Relevant Occupational Classifications include but are not limited to the following.

• Warehouse/general operatives/Elementary storage occupations
• Vehicle body repairers
• Van Drivers
• Supply-chain analysts / IT business analysts, architects and systems designers
• Stock control clerks and assistants
• Quality control and planning engineers
• Quality assurance technicians
• Quality assurance and regulatory professionals
• Purchasing managers and directors
• Production managers and directors in manufacturing
• Production and process engineers
• Planners / Planning, process and production technicians
• Other drivers and transport operatives n.e.c.
• Mechanics / Mechanical engineers

• Managers and directors in transport and distribution
• Managers and directors in storage and warehousing
• Large Goods Vehicle Drivers
• Heavy vehicle mechanics / Motor Mechanics
• Forklift Drivers
• Coordinators/ Transport and distribution clerks and assistants
• Buyers and procurement officers
• Bus & Coach Drivers

Relevant SOC classifications should be explicitly mapped and justified.

4 METHODOLOGY

The contractor is expected to adopt a robust mixed-method approach, clearly documenting all assumptions and limitations.

(4.1) DESK RESEARCH / LITERATURE REVIEW MAY INCLUDE, *INTER ALIA*:

- Review and analysis of data and longer-term trends to establish likely growth and skills demand scenarios for logistics and supply chain.
- Review of domestic reports to understand key issues within the logistics and supply chain sector including the likely impacts of changing technologies, climate and changing preferences.
- An overview of the policy reports and targets to understand objectives within Ireland for the sector.
- A review of actions taken by selected countries and international best practice to develop and grow logistics and supply chain.
- In collaboration with DFHERIS, an examination and description of the range of skills supply channels relevant to the sector.

(4.2) QUANTITATIVE RESEARCH: DATA ANALYSIS AND FORECASTING

- Carry out statistical or econometric analysis and modelling of national or international data sources, where appropriate, to create skills forecasts. The overarching objective is a detailed forecast of the demand for and supply of logistics and supply chain workers, and any skills gaps to a forecast period to 2032.
- In line with previous EGFSN studies, forecasts for three demand scenarios (baseline, high and low) should be estimated.
- Sources of demand data may include CSO data; in particular, Census and Labour Force Survey data as well as work from SOLAS via their National Skills Bulletin and related research. Other sources of data may include HEA, SOLAS, Skillnet Ireland, plus private education and training providers (directly or via survey).

(4.3) QUALITATIVE RESEARCH: WORKSHOPS AND SURVEYS

- The qualitative exercise will inform the shaping of the logistics and supply chain demand forecast scenarios and identify emerging skillsets and competency requirements.

- The exercise will identify the main trends and drivers that will impact on the sector and the nature and demand for appropriately skilled workers, and it will consider immediate, medium and longer-term issues.
- The consultants should conduct structured interviews and/or surveys (minimum one required)
- A select number of workshops (4-6) should be organised which will bring together industry, policy makers and education and training providers to consider both quantitative and qualitative aspects of the study. At least half of the workshops should be held in person and spread across the regions. Each workshop could focus on specific areas / issues. The successful tenderer will be responsible for organising and facilitating the workshops, and for securing the engagement of the companies and informants at the workshops. However, the project steering group will assist with stakeholder engagement where possible. The steering group will also assist as far as possible with finding locations where workshops can be run at a low cost.
- Topics to be discussed at the workshops will be informed from desktop research and survey evidence and could include, inter alia: good practice in attracting and retaining staff; long-term careers in the sector and training policies.
- The qualitative exercise will also elicit ideas or suggestions from stakeholders on how to resolve identified issues and skills gaps as well as how to build up and maintain an adequate talent pool for logistics and supply chain within Ireland.
- A survey could be conducted to collect more detailed information about the sector and attitudes to working in the sector.

(4.4) TIMELINE AND REPORTING

- The quantitative and qualitative aspects of the study may be carried out in parallel, for the most part. However, outcomes from the literature review and indicative workforce gaps (skills, labour) could provide a useful input to frame workshops.
- If surveys or expert interviews are to be carried out, it would be helpful to have initial results prior to hosting workshops. Workshops could also be informed by the latest labour market data and research undertaken within the Department of Enterprise, Tourism and Employment.
- However, given possible delays inherent in carrying out surveys, the aim should be to make project components independent so as not to introduce bottlenecks.
- Progress will be reported to a Steering Group 4 to 5 times during the project. The Steering Group will provide guidance and suggestions on the project direction and may be able to assist with identifying participants for workshops or in-depth interviews.
- An initial draft report should be provided to the project Steering Group in early Q2 2027.
- A final report suitable for publication should be provided to the Steering Group and the EGFSN by end Q2 2027 for publication in early Q3 2027. It would be preferable if the report were no longer than 60 to 80 pages, excluding appendices.

(4.5) RISKS AND MITIGATION

Tenderers must outline key risks, including:

- Data limitations
- Survey response issues
- Forecast uncertainty

Mitigation strategies should be proposed.

5 REQUIRED OUTPUTS

- A skills demand forecast for the relevant logistics and supply chain occupations with 3 scenarios (baseline, high growth and low growth).
- A detailed and quantified assessment of skills supply channels for logistics and supply chain, including likely future growth
- A forecast of potential skills gaps across these occupations in Ireland.
- An analysis of the way skills in these occupations are currently changing and are likely to change in the coming years. Therefore, an indication of the amount and kinds of upskilling that will be needed across the whole population of skilled individuals working in these occupations.
- An assessment of the pathways that exist, and those that can be established, for skills development for logistics and supply chain occupations, including, *inter alia*, apprenticeships, traineeships, micro-credentials and the transition from FET to HE, for example.
- An assessment of the obstacles and bottlenecks being experienced by industry, in terms of hiring, training and developing logistics and supply chain skills and talent.
- An assessment of the obstacles and bottlenecks being experienced by workers within the sector and their attitudes to careers in logistics and supply chain and overall levels of job satisfaction and career prospects.
- An assessment of the obstacles and bottlenecks being experienced by the education and training sector in terms of providing courses, responding to demand, filling courses, dropout rates, understanding industry needs, keeping up with technological change, and so on.
- Suggestions as to how the identified skills gaps should be addressed and how the other main identified challenges can be remedied.
- Inception report.
- Interim findings presentation to the Steering Committee.
- Draft report.
- Final report (60-80 pages, excluding appendices) containing the analysis, forecasts, findings and conclusions,

Outputs must align with the standards of previous EGFSN long-form reports.

6 INDICATIVE REPORT STRUCTURE

- 1) Introduction and Policy Context
- 2) The Changing Nature of Logistics and Supply Chain Occupations, Roles and Skills
- 3) The Forecasted Supply of Logistics and Supply Chain Skills
- 4) Demand Forecast for Relevant Occupations and Skills
- 5) Skills Gaps Analysis
- 6) Careers Pathways, Job Quality and Workforce Sustainability
- 7) Findings and Recommendations
- 8) Conclusion

7 EXPECTED PROJECT TIMELINES

- Project commencement: October 2026
- Inception report: within 1-2 weeks
- Interim findings: end Q1 2027
- Draft report: Q2 2027
- Final report: end Q2 2027

8 PROJECT GOVERNANCE

- The Department of Transport will establish a Steering Group including relevant stakeholders to oversee the project. The Department of Enterprise, Tourism and Employment in conjunction with SOLAS and other stakeholders can provide a lot of the data needed to expediate this project.
- Steering Group meetings will be set up to coincide with project milestones at the kick-off stage. It is anticipated that there will be 4-5 such Steering Group meetings, but this will be discussed with the contractor and can be adjusted to suit the project plan and milestones.
- All work must comply with GDPR and data protection requirements.

9 MANAGEMENT AND REPORTING

Once the assignment is underway, the Department of Transport Secretariat will be responsible for day-to-day liaison with the contractor, ensuring that all aspects of the Terms of Reference are being addressed and that the project timetable is being met.

A kick-off meeting will be scheduled with the Department of Transport Secretariat project manager to define and clarify the scope of the project. A detailed project plan must be developed by the tendering consultants and provided to the Department of Transport, following the kick-off meeting. Weekly progress update meetings via video call or phone will be scheduled with the project manager.

The following governance structure will be put in place to ensure that the set objectives of the project are being achieved. Tenderers are requested to complete the following table with the relevant persons within their team.

D Transport Secretariat	Consultancy Team
Senior Manager: Celine O'Neill	Senior Manager:
Project Manager: Denise Cuffe	Project Manager:
Project Team Member: Eoin Conroy	Consultancy Team Member:

The appointed contractor will be required to present and discuss at Steering Group meetings their approach to the research, their interim findings, and to present the draft report. The appointed contractor will be required to actively seek inputs from the Steering Group and to adequately reflect feedback provided at these junctures within the final report. The appointed contractor is required to attend Steering Group meetings online, or in person (in Dublin), as required. The Department of Transport reserves the right to request further update meetings as necessary.

The appointed contractor is required to provide relevant documentation and presentations to the project manager at least four working days in advance of the Steering Group meeting. The appointed contractor will be required to attend meetings (in person or via a call) with the project manager at least three working days in advance of the Steering Group meeting.

A draft final report will be provided to the Department of Transport Secretariat as per the project timetable, and the appointed contractor will be required to reflect feedback provided by the Department of Transport in the final report. Any supporting files for the evidence base must also be provided to the Department of Transport in a clearly presented format.

10 EXPERIENCE OF THE TEAM

Suitably qualified consultants will be required to carry out the planning and execution of this study. It is envisaged that the appointed consultant will work closely with the Project Manager in the Department of Transport.

The Tender must identify each of the consultants who will work on the project along with the number of days of work that each will contribute to the project, as well as the daily rate charged by each person. See Appendix 2, below.

The appointed consultants will have:

- expertise and knowledge on the role of the logistics and supply chain sector in the economy
- experience in the planning, running and organising of an equivalent project
- demonstrated experience in building quantitative models and forecasting
- experience in policy analysis and development

11 BUDGET AND PAYMENT

The total cost of this study, exclusive of VAT, should not exceed €100,000, inclusive of all expenses. The contract will be awarded to the Most Economically Advantageous Tender (MEAT criteria) (see Part 2, Section 3.3-pages 14-15).

The contract will only be deemed to have been completed satisfactorily, and final payment authorised, when the Department of Transport judge that the final report and PowerPoint presentation are of sufficiently high standards in all aspects, including but not limited to, content, presentation and editorial quality.

The payment schedule will be as follows:

- 40% on commissioning of report
- 30% on submission of draft report
- 30% on completion of final report

12 PRICING

The pricing requirements must be compiled with as per Appendix 2.

- All prices must be in Euro
- The tender price must be clearly stated and shown exclusive of VAT; the VAT rate applicable must also be shown
- The tender price must be all-inclusive: no additional costs for travel, subsistence or secretarial support will be permitted

13 SUBMISSION OF TENDER DOCUMENTS

The tender document **should not exceed 21 pages in length**, and should provide the following information:

1. The proposed methodological framework and defined steps including a list of proposed data and information sources
2. A clear outline of the Tenderer's understanding of the requirements and key issues involved in the research.
3. Contract Management and Performance Measurement
4. Green Public Procurement (GPP)

Separately, please provide the names, qualifications and expertise of all persons to be engaged on the project, along with their specific role/responsibilities in the study (principal investigator, research support, etc). **Note this does not form part of the 15 pages mentioned above.**

14 EVALUATION OF TENDERS

The proposals will be reviewed by an evaluation committee within the month of receipt and tenderers will be notified shortly thereafter.

15 FURTHER NOTE FOR TENDERERS

In the event of being successful in this tender please note that title rights, copyright and any other intellectual property or other interest whatsoever in material collected or produced in connection with the above assignments shall be vested in the Department of Transport and you will hereby irrevocably and unconditionally waive in favour of the Department of Transport any and all moral rights conferred on you by the Copyright and Related Rights Act 2000 (and any amendments or re-enactments thereto) in respect of such material. You should also be aware that the Department of Transport reserves the right to publish the output from this assignment under its own name.

The final report to be delivered for this study may need to be provided in a template as designated by the Department of Transport and the EGFSN Secretariat.

SPECIFICATION OF REQUIREMENT

Required Content of Tenders

The tender document **should not exceed 21 pages in length**, and must provide the following information: 1. The proposed methodological framework and defined steps including a list of proposed data and information sources

2. A clear outline of the Tenderer's understanding of the requirements and key issues involved in the research.

3. Contract Management and Performance Measurement

4. Green Public Procurement (GPP)

Failure to provide required information may result in **exclusion from the competition**.

Separately, please provide the names, qualifications and expertise of all persons to be engaged on the project, along with their specific role/responsibilities in the study (principal investigator, research support, etc). **Note this does not form part of the 15 pages mentioned above.**

To address the minimum requirements, tenderers should demonstrate in their tender submission that they will deliver the required services having regard to the following technical specifications.

Requirement 1: The proposed methodological framework and defined steps including a list of proposed data and information sources

The successful Tenderer must provide a **clear, robust and detailed methodological framework** for the delivery of the study. This framework must demonstrate how the Tenderer will meet all requirements of the specification and deliver a high-quality, evidence-based output aligned with EGFSN standards, which at a minimum must include:

- A clear, phased approach covering:
 - Inception & Scoping – define scope, plan project, map stakeholders
 - Desk Research – analyse literature, trends, and drivers of change
 - Quantitative Analysis – model workforce demand/supply and forecast gaps

- Qualitative Research – surveys, interviews, workshops with key stakeholders
- Skills Analysis – identify skills needs, career pathways, and labour market issues
- Synthesis & Forecasting – integrate findings into demand, supply, and gap forecasts
- Recommendations & Reporting – develop actionable recommendations with implementation details
- A comprehensive set of data sources, including:
 - National: CSO, HEA, SOLAS, Skillnet, departmental and permits data
 - Sectoral: IDA, Enterprise Ireland, industry and representative bodies
 - International: OECD, Eurostat, EU studies, comparator countries
 - Primary research: surveys, interviews, workshops, case studies
- Clear description of methods, including:
 - Labour market modelling and forecasting
 - Statistical/econometric analysis
 - Scenario modelling
 - Qualitative analysis approaches
- Data validation and quality assurance processes
 - Handling of data gaps and limitations
 - GDPR compliance and confidentiality
 - Transparent documentation of methods
- Identification of key risks (e.g. data access, engagement challenges)
- Practical mitigation strategies
- Demonstration that the approach is:
 - Feasible within timelines
 - Aligned with milestones
 - Capable of delivering high-quality outputs

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to provision of Research and Consultancy Services to Undertake a Comprehensive Analysis of the Logistics and Supply Chain Workforce in Ireland out to 2032.

Requirement 2: A clear outline of the Tenderer’s understanding of the requirements and key issues involved in the research.

The successful Tenderer must demonstrate a clear outline of the Tenderer’s understanding of the requirements and key issues involved in the research t, which at a minimum must include:

- **Project Context:** The importance of the logistics and supply chain sector, its policy context (including EGFSN alignment), and key drivers such as digitalisation, climate transition, and labour market pressures.
- **Core Objectives:** The need to deliver a robust, evidence-based assessment of workforce demand and supply, identify skills gaps, and provide forward-looking, policy-relevant outputs to 2032.
- **Analytical Requirements:** The use of integrated quantitative and qualitative methods to assess skills needs, workforce sustainability, career pathways, job quality, and regional and sectoral dynamics.
- **Stakeholder Engagement:** The importance of engaging industry, education providers, and government, ensuring inputs inform analysis, and supporting Steering Group oversight.
- **Outputs and Impact:** Delivery of a high-quality report with actionable recommendations to support policy, workforce planning, and long-term sector resilience.
- **Insight:** Awareness of key risks, challenges, and emerging trends relevant to the sector.

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to provision of Research and Consultancy Services to

Undertake a Comprehensive Analysis of the Logistics and Supply Chain Workforce in Ireland out to 2032.

Requirement 3: Contract Management and Performance Measurement

The successful Tenderer must provide Contract Management and Performance Management, which at a minimum must include:

- The name of an experienced Contract Manager who will have authority to take decisions in relation to contract fulfilment, and a justification for the appointment.
- Any assumptions made about reliance on department resources during contract delivery.
- Proposals for communications, reporting, quality assurance, and dispute resolution.
- A resource plan with CVs of all key personnel provided.
- A project plan with timeline and key milestones, including start and finish dates
- A clear explanation of roles and responsibilities.
- A project governance and oversight structure.

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

Requirement 4: Green Public Procurement (GPP)

The successful Tenderer must provide Green Public Procurement (GPP) which at a minimum must include:

- The practical steps that the tenderer will take to deliver the contract in an environmentally sustainable manner, including sustainability awareness training for personnel involved in contract fulfilment

Tenderers must demonstrate how they will meet the above requirements by clearly and comprehensively describing their approach to provision of Green Public Procurement (GPP).

Appendix 2: Pricing Schedule

The Department of Transport wishes to procure a single fixed price contract in respect of the provision of Research and Consultancy Services to undertake a Comprehensive analysis of the Logistics and Supply chain Workforce in Ireland out to 2032 and to recommend solutions.

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

Tenderers are asked to provide a breakdown of costs including the following particulars:

Name of personnel to be assigned to the project	Roles & responsibilities of each individual to be assigned to the project	Number of days each individual is to be assigned to the project	Daily rate of each individual to be assigned to the project	Total cost (Ex – Vat)
Total cost of personnel hours				
Total cost travel & subsistence				
Other costs (please specify)				
Total cost of the project (Ex- Vat) *				

* The number here is the only number that will be evaluated using Evaluation process for Cost Award Criteria in 3.3

Qualifications and previous experience of those working on this contact should be described as well as their experience, role and function in other studies of a similar nature. This information should be provided as a separate document, not included in the 21 pages.

Note: Tenderers are required to provide their cost proposal by completing this Pricing Schedule in full and submitting it with the tender response. Failure to do so may result in the elimination of the tender from the competition.

The pricing submitted in the tender must be all-inclusive and therefore include all costs for the provision of the Services, including but not limited to any ancillary costs and all other costs / expenses, be expressed in Euro only and exclusive of VAT. Any currency variations occurring over the term of the contract shall be borne by the tenderer.

It is mandatory to complete all fields/pricing in this Pricing Schedule. Where a zero price or blank cell is included, it will be taken that the products are provided at zero cost.

Where not applicable, N/A or any other comment is included, for evaluation purposes, the price will be substituted with the highest price submitted by eligible tenderers.

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 Research and Consultancy Services to undertake a Comprehensive analysis of the Logistics and Supply chain Workforce in Ireland out to 2032

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 Research and Consultancy Services to undertake a Comprehensive analysis of the Logistics and Supply chain Workforce in Ireland out to 2032

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 Research and Consultancy Services to undertake a Comprehensive analysis of the Logistics and Supply chain Workforce in Ireland out to 2032

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 Research and Consultancy Services to Undertake a Comprehensive Analysis of the Logistics and Supply Chain Workforce in Ireland out to 2032 Research and Consultancy Services to undertake a Comprehensive analysis of the Logistics and Supply chain Workforce in Ireland out to 2032 " 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 [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

The Client reserves the right to extend the Term for a period or periods of up to three months with a maximum of two 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. *Not used*
 - 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for

inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

10. the Client shall be under no obligation to 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.](#) 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. Not Used

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

10% ("the Retention Amount") which Retention Amount shall not at any given time exceed 15% 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 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 three months (3) written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving three months (3) 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 fortnightly and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

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.

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

26. ADDITIONAL CONDITION(S)

Not used

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 by the Contracting Authority (including but not limited to his/her 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 Contracting Authority provided under the Agreement which relates to an identified or identifiable natural person;

1.2 Nature of processing: Processing may involve the collection, recording, use, storage and destruction of personal data.

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.

2. Types of personal data

2.1 Names, contact Information of employees of Department of Transport and Department of Enterprise, Trade and Employment

2.2 All Personally Identifiable information relating to steering group members, customers, stakeholders, contractors or employees of the Department of Transport and Department of Enterprise, Trade and Employment and employees of agencies and institutions under the purview of Department of Transport and Department of Enterprise, Trade and Employment which is stored on their Network and Information Systems.

3. Categories of data subject:

- Adults over the age of 18 years,
- Department of Transport Employees,
- Department of Transport Contractors,
- Department of Transport Stakeholders,
- Department of Enterprise, Trade and Employment Employees,
- Department of Enterprise, Trade and Employment Contractors,
- Department of Enterprise, Trade and Employment Stakeholders
- Employees of agencies and institutions under the purview of Department of Transport
- Employees of agencies and institutions under the purview of Department of Enterprise, Trade and Employment

Appendix 6: Confidentiality Agreement

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

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

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

- M. 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

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 by the Contracting Authority (including but not limited to his/her 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 Contracting Authority provided under the Agreement which relates to an identified or identifiable natural person;

1.2 Nature of processing: Processing may involve the collection, recording, use, storage and destruction of personal data.

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.

2. Types of personal data

2.1 Names, contact Information of employees of Department of Transport and Department of Enterprise, Trade and Employment

2.2 All Personally Identifiable information relating to steering group members, customers, stakeholders, contractors or employees of the Department of Transport and Department of Enterprise, Trade and Employment and employees of agencies and institutions under the purview of Department of Transport and Department of Enterprise, Trade and Employment which is stored on their Network and Information Systems.

3. Categories of data subject:

- Adults over the age of 18 years,
- Department of Transport Employees,
- Department of Transport Contractors,
- Department of Transport Stakeholders,
- Department of Enterprise, Trade and Employment Employees,
- Department of Enterprise, Trade and Employment Contractors,
- Department of Enterprise, Trade and Employment Stakeholders
- Employees of agencies and institutions under the purview of Department of Transport
- Employees of agencies and institutions under the purview of Department of Enterprise, Trade and Employment

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.

End of Document