An Coimisiún
um Rialáil Fóntas
Commission for
Regulation of Utilities

Request for Tenders dated 30 June 2026 for the provision of Technical and Regulatory Consultancy Support for Gas Energy Safety

CRU File Ref: 011-03-628
Tender Procedure: Open Procedure

Tender Deadline 12.00 noon 31 July 2026

Contents

Definitions

Capitalised terms have the meaning given to them in the Services Contract, unless they are defined below in this RFT in which case they have the meaning given to them in this RFT. In addition, capitalised terms not defined below or in the Services Contract have the meaning given to them in the Requirement and Specifications.

Approved Assumption means, if applicable, any assumptions, approved in writing by the Contracting Authority, with the result that a Tenderer may include such approved assumption in its Tender (though the Contracting Authority will not be bound by any Approved Assumptions and no Approved Assumptions will be incorporated in the Services Contract, unless specified otherwise by the Contracting Authority when approving the Approved Assumption) (and, if the Competition is split into Lots, includes, as the context so admits or requires, the Approved Assumptions in respect of any one, more or all Lots).

Award Criteria mean, as the context so admits or requires, any one, more or all of the Award Criteria set out in part 3.3 of the RFT (and, if the Competition is split into Lots, includes, as the context so admits or requires, any one, more or all of the Award Criteria in respect of any one, more or all Lots).

Competition means the public procurement competition provided for by this RFT.

Contracting Authority means the CRU.

Contract Comments Deadline has the meaning given to it in paragraph 2.3.2.

Contractor means the successful Tenderer who enters into a Services Contract with the Contracting Authority (and, if the Competition is split into Lots, includes, as the context so admits or requires, the Contractor in respect of any one, more or all Lots.

CRU means the Commission for Regulation of Utilities.

ESPD means the European Single Procurement Document ("**ESPD**")

Exclusion Grounds means the circumstances and grounds set out in Article 57 of the Procurement Regulations.

Evaluation Committee means the evaluation committee appointed by the Contracting Authority, as provided for by part 3.7 (and, if the Competition is split into Lots, includes, as the context so admits or requires, the Evaluation Committee in respect of any one, more or all Lots, each of which may be the same or different to that for other Lots).

Lots means, if the Competition is split into Lots, the Lots more particularly described in paragraph 1.2 (and includes, as the context so admits or requires, any one, more or all Lots).

Preferred Tenderer means the Tenderer provisionally appointed by the Contracting Authority as the Preferred Tenderer following the evaluation of Tenders (and, if the Competition is split into Lots, includes, as the context so admits or requires, the Preferred Tenderer for any one, more or all Lots).

Procurement Directive means Directive 2014/24/EU of the European Parliament and of the Council on Public Procurement.

Procurement Regulations means S.I. No. 284/2016 European Union (Award of Public Authority Contracts) Regulations 2016.

Requirements and Specifications means the requirements and specifications in respect of the Services as set out in Appendix 1 of this RFT (and, if the Competition is split into Lots, includes, as the context so admits or requires, the Requirements and Specifications for any one, more or all Lots).

RFT means this request for Tenders, together with any written clarifications in respect of it issued by the Contracting Authority.

Selection Criteria mean, as the context so admits or requires, any one, more or all of the selection criteria set out in part 3.2 of the RFT (and, if the Competition is split into Lots, includes, as the context so admits or requires, any one, more or all of the Selection Criteria in respect of any one, more or all Lots).

Services means the Services to be performed under the Services Contract, as more particularly described in the Requirement and Specifications (and, if the Competition is split into Lots, includes, as the context so admits or requires, the Services in respect of any one, more or all Lots).

Services Contract means the contract to be entered into between the Contractor and Contracting Authority, a copy of which is set out in draft form in Appendix 5 of this RFT (and, if the Competition is split into Lots, includes, as the context so admits or requires, the Services Contract in respect of any one, more or all Lots).

SME means small and medium enterprises.

Standstill Period has the meaning given to it in paragraph 3.5.1.

Tender means a tender submitted by a Tenderer in response to this RFT, together with any written clarifications in respect of it submitted by the Tenderer to the Contracting Authority in accordance with this RFT (and includes, as the context so admits or requires, any one, more or all Tenders) (and, if the Competition is split into Lots, includes, as the context so admits or requires, any one, more or all Tenders in respect of any one, more or all Lots).

Tender Deadline has the meaning given to it in paragraph 2.6.5.

Tenderer means any person who has submitted, or intends to submit, a Tender in response to this RFT and, where the Tenderer is a consortium or group, reference to a Tenderer includes the members of that consortium or group (and includes, as the context so admits or requires, any one, more or all of the Tenderers) (and, if the Competition is split into Lots, includes, as the context so admits or requires, the Tenderers in respect of any one, more or all Lots).

Term has the meaning given to it in paragraph 1.4.

Part 1: Introduction

1.1 The Contracting Authority invites Tenders in response to this RFT from Tenderers for the provision of the Services as described in Appendix 1 to this RFT. In summary, the Services comprise Technical and regulatory consultancy support to the Gas Safety Framework (GSF) team, Safety Supervisory Body (SSB) Operations team and Promotion and Policy (P&P) team. The open procedure is being used for this Competition.

1.2 Not Used

1.3 Variant Tenders are not permitted.

1.4 Any Services Contract that may result from this Competition will be issued for a term of 24 months ("**Term**"). This applies to the Services Contract for each Lot.

1.5 The Contracting Authority will have the right under any Services Contract to extend the Term for a period or periods of up to a total of 24 Months with a maximum of 1 (one) such 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 for the Term (including any potential extension of the Term) is in the order of approximately: up to a sum in the order of €2.4 million (excl. VAT). 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 SMEs in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to part 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 thereby increase their social and economic benefits.

1.8 Larger enterprises are also encouraged, subject to part 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.

1.9 Tenderers are responsible for communicating the terms of the RFT (including clarifications) to their members, subcontractors and other persons involved in their Tender.

1.10 **Submission of Tenders:**

Tenderers are required to complete and submit a separate tender response document ("**Tender Response Document" / "TRD**") as per requirements as set out in 2.6 of this RFT.

Tender Response Format

Tenderers should note that it is a **<u>mandatory requirement</u>** of this Competition for Tenderers to complete, the Tender Response Document provided as a separate attachment to this RFT. The purpose of the TRD is to simplify and streamline the tender response process for all Tenderers and to simplify and streamline the evaluation process for the Contracting Authority.

The TRD comprises of;
1. **Document A** - Qualification Response
2. **Document B** - Non Cost Award Criteria Response
3. **Document C** - Cost Award Criteria Response
4. European Single Procurement Document (**ESPD**)

Note: Use of the European Single Procurement Document
Tenderers are required to complete and submit with their Tender Response an electronic version of the European Single Procurement Document ("ESPD"). In accordance with Directive 2014/24/EU, Tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response.
Tenderers may submit an eESPD which has already been used in a previous procurement procedure provided that they confirm that:

(i) the information contained in it continues to be correct and

(ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.

The TRDs must be submitted in accordance with the submission requirements in paragraph 2.6.1 of this RFT. The Tenderer's response in the Tender Response Document must also address all of the requirements of this RFT.

Part 2: Instructions to Tenderers

2.1: Important Notice

2.1.1 The Contracting Authority has prepared this RFT for the sole purpose of inviting Tenders from the Tenderers for the Services.

2.1.2 The information set out in the RFT is being made available on condition that it is only used in connection with this Competition and for no other purpose whatsoever. It is provided as a guide only and does not purport to contain all the information that a Tenderer may require in connection with any Services Contract. In no circumstances shall the Contracting Authority or its advisers, consultants, contractors and/or agents incur or have any liability or responsibility arising out of or in respect of this RFT or its issue.

2.1.3 The information provided in the RFT is offered in good faith for the guidance of Tenderers but no warranty or representation, express or implied, is given as to the accuracy or completeness of any of the information set out in the RFT or on which the RFT is based or issued pursuant to the RFT.

2.1.4 The Contracting Authority and its advisers, consultants, contractors and/or agents shall not under any circumstances whatsoever have any liability for the accuracy, adequacy or completeness of the RFT or for any other written or other communication made available during the course of the Competition including, without limitation, for any loss, damage, cost or expense incurred or arising as a result of reliance on such information or communication. Where information in the RFT is cited from a third party source, such information has not been independently verified.

2.1.5 The Contracting Authority reserves the right to amend the RFT, its requirements and any information contained in it at any time by notice, in writing, to the Tenderers.

2.1.6 The Contracting Authority reserves the right to take such steps as it considers appropriate, including (but not limited to):

(a) changing the basis of, or the procedures (including the timetable) relating to, the tender process;
(b) rejecting any, or all, of the Tenders;
(c) not inviting a Tenderer to proceed further;
(d) not furnishing a Tenderer with additional information; or
(e) abandoning the Competition.

2.1.7 Nothing in the RFT is, or may be relied upon as, a promise or representation as to the Contracting Authority's ultimate decision in relation to the award of the Services Contract which is the subject of this Competition, or as a representation of fact or promise as to the future. None of the information contained in the RFT shall impose any legal obligations on the Contracting Authority and there is and will be no collateral contract imposing obligations on the Contracting Authority. No contractual rights as against the Contracting Authority will exist unless, and until, a formal written Services Contract has been executed by or on behalf of the Contracting Authority with the Contractor concerned and it has taken legal effect in accordance with its terms.

2.1.8 The Contracting Authority and its advisers, consultants, contractors and/or agents do not accept or have any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Services.

2.1.9 The Contracting Authority is not obliged to appoint any of the Tenderers to undertake the Services and reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with a Contractor will contain any representation or warranty from the Contracting Authority in respect of the RFT.

2.1.10 The RFT is being made available by the Contracting Authority to Tenderers on the terms set out in the RFT only. The RFT is not being distributed to the public nor has it been filed, registered or approved in any jurisdiction. Its possession or use in any manner contrary to any applicable law is expressly prohibited. Tenderers shall inform themselves concerning, and shall observe, any applicable legal requirements.

2.1.11 Each Tenderer's downloading or acceptance of delivery of the RFT constitutes its agreement to, and acceptance of, the terms set forth in this important notice and the RFT.

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

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

2.1.14 Any notification of Preferred Tenderer status by the Contracting Authority is provisional and shall not give rise to any enforceable rights or legitimate interest of the Preferred Tenderer and may be withdrawn at the discretion of the Contracting Authority.

2.1.15 The award of a Services Contract does not confer exclusivity on the Contractor, unless (and in that case only to the extent that), if applicable, the contrary is expressly stated in the Services Contract.

2.1.16 The Contracting Authority may (but is not obliged to) issue an updated version of this RFT in which case the most recent version will supersede and replace any earlier version. 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.

2.1.17 In this important notice, references to the RFT includes all information contained in the RFT, any accompanying documentation, and/or information and/or opinions made available during the remainder of the Competition by or on behalf of the Contracting Authority and/or its advisers, consultants, contractors, servants and/or agents in connection with the RFT or the Services including, without limitation, the information made available in response to any queries submitted by Tenderers.

2.2: Compliant Tenders

2.2.1 Tenderers must participate in this Competition subject to, and in accordance with, the requirements of this RFT and in accordance with any other requirements communicated from time to time to Tenderers by the Contracting Authority.

2.2.2 A Tenderer which fails to fully comply with the RFT or any other requirements ~~r requirements~~ communicated from time to time to the Tenderer by the Contracting Authority to the satisfaction of the Contracting Authority may, subject to paragraph 2.2.3, be treated as failing to comply with mandatory conditions of this RFT and may, at the absolute discretion of the Contracting Authority and subject to paragraph 2.2.3, be rejected and eliminated from this Competition.

2.2.3 If a Tenderer's Tender fails to comply in any respect with any of the requirements set out in the RFT (whether or not stated to be mandatory or similar) or the Contracting Authority considers the Tender be ambiguous or require clarification or amplification in any respect, the Contracting Authority is entitled (but is not obliged), subject to applicable law, to take such action as it considers appropriate including:

(a) to reject the relevant Tenderers' Tender which is non-compliant with any requirement of the RFT (whether or not stated to be mandatory or similar) and eliminate the Tenderer; or

(b) without prejudice to the Contracting Authority's right (where there is non-compliance) to reject the Tenderer's Tender in a given case as non-compliant:

(i) to meet with, raise issues and/or seek clarification, amplification or supplementary information from the Tenderer in respect of the Tender and/or the non-compliance;

(ii) to request the Tenderer to provide the Contracting Authority with information on items or items or documents which have not been provided or have been provided in an incorrect form or on an incorrect basis or are incomplete or erroneous; and/or

(iii) to waive a requirement which, in the opinion of the Contracting Authority, is appropriate in the circumstances (particularly if it is minor and/or procedural) and to proceed to evaluate such Tender in accordance with the RFT,

provided that no material amendments may be made to a Tender in a given case where this would give rise to a breach of applicable law.

2.2.4 Tenderers are required to comply with and facilitate any requests in this respect within such timeline as the Contracting Authority may, in its absolute discretion, stipulate.

2.2.5 The Contracting Authority has final determination on whether a Tender is compliant or non-compliant.

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 permitted to submit, not later than 12 noon local Irish time on **14 July 2026** or such revised date as is published by the Contracting Authority on e-Tenders ("**Contract Comments Deadline**"), comments on the Services Contract. Comments are **limited to the following**: Remedies: Clauses 1.8~~H~~ and 1.10~~J~~ and Clause 5; IP: Clause 6; Confidentiality: Clause 7 and Appendix 6 to the RFT (Confidentiality Agreement) and Data protection: Clause 25 (and Schedule E if applicable). The comments should set out the Tenderer's concern with any specific provisions and suggested amendment to them. Comments such as "subject to further discussion" or "subject to negotiations" should not be made as they do not give the Contracting Authority any insight as to the Tenderer's concern and, as a result, will not inform any possible changes to be made by the Contracting Authority to the Services Contract.

The Contracting Authority, following receipt of any comments, will consider the comments submitted by Tenderers and then, prior to the Tender Deadline, either (at its discretion):

(a) issue a revised draft of the Services Contract reflecting such changes to it as the Contracting Authority wishes to make; or

(b) confirm that the original draft of the Services Contract continues to apply unamended.

The Contracting Authority normally does not expect to give Tenderers a further opportunity to submit additional comments on the Services Contract after this prior to submission of Tenders, but it reserves the right to do so (in which case this paragraph 2.3.3 will apply again).

2.3.3 Tenderers should note that public procurement rules constrain the Contracting Authority's ability to make changes at the Preferred Bidder stage. Accordingly, Tenderers should use the opportunity to submit comments prior to the Contract Comments Deadline.

2.3.4 Tenderers are required, when submitting their Tenders, to confirm their acceptance of the most recent version (published prior to the Tender Deadline) of the terms and conditions of the Services Contract by signing the Tenderer's statement at Appendix 3.

2.4: Acceptance of RFT Requirements

2.4.1 By downloading this RFT, submitting a Tender in response to this RFT and/or by participating in this Competition, each Tenderer (including, without limitation, every individual member of a Tenderer) irrevocably and unconditionally accepts, and agrees to, the terms and conditions of this RFT and is legally bound by it.

2.4.2 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, Prime/Subcontractors and Reliance on Third Parties

2.5.1 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.

2.5.2 The Tenderer must clearly set out the name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact personnel of the 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 (including from any subcontractor) will normally not be accepted, acknowledged or responded to.

2.5.3 With regard to criteria relating to economic and financial standing and to criteria relating to technical and professional ability, a Tenderer or a member or subcontractor of a Tenderer may, where appropriate and for a particular contract, rely on the capacities / resources of other entities, regardless of the legal nature of the links which it has with them (including, for example, but not limited to, reliance on a parent company's resources / capacities).

2.5.4 However, criteria relating to the educational and professional qualifications or to the relevant professional experience, capacities / resources of other entities may only be relied upon where the latter will perform the Services for which these capacities / resources are required.

2.5.5 Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the Contracting Authority may require that the Tenderer and those entities be jointly liable for the execution of a Services Contract.

2.5.6 Where a Tenderer or a member or subcontractor of a Tenderer wants to rely on the capacities of other entities, the Tenderer must prove to the Contracting Authority that it will have at its disposal the resources necessary, including by producing a letter from such supporting entity confirming that it is committed to providing the necessary resources / capacities (including details of the resources which will be made available and the basis upon which those resources will be made available).

2.5.7 A guarantee or other form of contractual commitment in favour (at the Contracting Authority's discretion) of either or both the Contractor and Contracting Authority may, at the Contracting Authority's discretion, be required at contract execution stage from such supporting entities as a condition of contract award.

2.5.7 Where any Tenderer (or member or subcontractor of the Tenderer) is relying on the resources of another undertaking, then the ESPD must be provided both in respect of that organisation and in respect of the entity whose resources / capacity is being relied upon by that organisation.

2.5.8 The Contracting Authority:

(a) shall require that the Tenderer replaces an entity which does not meet a relevant Selection Criterion, or in respect of which there are compulsory grounds for exclusion under Article 57 of the Procurement Regulations, and

(b) may (at its discretion) require that the Tenderer substitutes an entity in respect of which there are non-compulsory grounds for exclusion under Article 57 of the Procurement Regulations.

2.6: Tender Submission Requirements

2.6.1 Tenderers, subject to paragraph 2.2.3, are required, in particular, to:

(a) Follow the format of this RFT and respond to each element in the order as set out in this RFT.

(b) Complete and submit with their Tender the European Single Procurement Document ("**ESPD**"). **Note:** A tenderer may reuse an ESPD response submitted previously for another competition where the tenderer confirms where it confirms that the information contained in that ESPD continues to be correct.

(c) Submit all documentation which this RFT requires to be submitted with their Tender.

(d) Conform and comply with all instructions and requirements set out in this RFT.

(e) Submit the statement required under paragraph 2.4.2.

(f) Submit the statement required under paragraph 2.3.4.

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

2.6.2 Tenderers should note that where a Tenderer or a member or subcontractor of a Tenderer is relying on the capacity or resources of other entities in accordance with paragraph 2.5, it must:

(a) complete and submit a separate ESPD in respect of each such entity which is being relied upon; and

(b) provide a letter from such supporting entity demonstrating that it is committed to providing the necessary resources / capacities (including details of the resources / capacity which will be made available and the basis upon which those resources will be made available).

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

2.6.4 Tenderers must ensure that they give themselves sufficient time to upload and submit all required Tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2GB for the total (combined) documents sent to the electronic post-box; the maximum size for a single file uploaded to the eTenders platform is 250MB. In order to submit a document to the electronic post-box, please note that you must click "submit response". After submitting you can still modify and re-send your response up until the response deadline. Tenderers should be aware that the 'submit response' button will be disabled automatically upon the expiration of the response deadline.

2.6.5 Tenders must be received not later than 12 noon local Irish time on **31 July 2026**, or such revised date as is published by the Contracting Authority on e-Tenders ("**Tender Deadline**").

2.6.6 Other than in exceptional circumstances (as determined by the Contracting Authority), Tenders that are received late will not be considered in this Competition. The Contracting Authority may accept a Tender or, if applicable, part of a Tender that is not submitted by the Tender Deadline where the Contracting Authority considers that the principle of proportionality, in exceptional circumstances, requires the acceptance of the Tender or omitted part of the Tender and doing so would not breach the principles of transparency and equal treatment. Where the Tenderer has acted responsibly and in accordance with the RFT, and something occurs that is not within its control (albeit that it need not necessarily be entirely outside its control) which has frustrated due compliance with a deadline (such as failure to achieve deadlines as a result of power or Internet failure, or force majeure, or where the lateness is due to the fault of the Contracting Authority), this, absent some clear or identifiable fault on the part of the Tenderer, may *prime facie* constitute exceptional circumstances where the Contracting Authority may consider exercising its discretion under this provision, but depending on the facts, other circumstances may be "exceptional circumstances" where the Contracting Authority may consider that proportionality would require acceptance of the late submission. The decision of the Contracting Authority whether or not to accept a late Tender (or part of it) is final.

2.6.7 Tenders must be submitted in English. All financial information submitted should be denominated in Euros (EUR).

2.6.8 Each Tenderer is, subject to paragraph 2.18.1, limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

2.6.9 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF or Microsoft Word. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt. Tenders, subject to paragraph 2.6.6, may not be re-submitted after the deadline for submissions if they cannot be read immediately using PDF or Microsoft Word.

2.6.10 Tenderers must disclose all relevant information in their Tenders and otherwise. Tenderers that, or that attempt to, withhold any information that the Tenderer knows to be relevant, or to mislead the Contracting Authority, may, at the Contracting Authority's absolute discretion, be rejected and eliminated from this Competition.

2.6.11 If a Services Contract is awarded to a Tenderer that has knowingly withheld relevant information or misled the Contracting Authority, the Services Contract may, at the Contracting Authority's absolute discretion, be rendered null and void.

2.7: Queries and Clarifications

2.7.1 Each Tenderer must fully satisfy itself as to the nature and requirements of the RFT. In addition, if a Tenderer considers that any aspect of the RFT is not clear or is ambiguous or contains errors, or if a Tenderer has any queries regarding the scope of the Services or the manner in which the evaluation will be undertaken or the manner in which any of the Award Criteria (including any sub-criteria), minimum requirements or other requirements will be applied, this must be raised with the Contracting Authority in accordance with this paragraph.

2.7.2 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 17.00 hours local time on **14 July 2026** (or such later date published by the Contracting Authority on eTenders). For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

2.7.3 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, subject to paragraphs 2.7.4 and 2.7.5, the Contracting Authority will not respond to individual Tenderers privately.

2.7.4 If a Tenderer believes a query and/or the response relates to a confidential aspect of its Tender, it must mark the query as "confidential". If the Contracting Authority, at its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential, the nature of the query and its response shall, subject to paragraph 2.7.5, be kept confidential.

2.7.5 If the Contracting Authority is of the opinion that it would be inappropriate to answer the query/request on a confidential basis it will notify the Tenderer and require the Tenderer to either withdraw or reformulate the query or to raise any objection within two (2) days of such notification and state the grounds for its objection. If the Tenderer does not withdraw or reformulate the query/request or raise any objection within the specified period, or the Contracting Authority is of the opinion that, notwithstanding the objection of the Tenderer, the query/request is not confidential, the Contracting Authority may issue the query and its response to all of the Tenderers.

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

2.7.7 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.

2.7.8 Tenderers should ensure that they register their interest in this Competition, by clicking "Express Interest", in the CfT (Call for Tenders) Workspace on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.7.9 The Contracting Authority does not accept responsibility for any communications issued by it which are missed or not received by a Tenderer or for communications issued by Tenderers which are not received by the Contracting Authority. The onus is on a Tenderer to follow up with the Contracting Authority if no response is received. The Contracting Authority may not follow up on out of office or message failure notices received. Accordingly, Tenderers should ensure that valid contact details have been provided when registering for the eTenders website and that such emails are monitored.

2.8: Tendering Costs

2.8.1 All costs and expenses incurred by Tenderers relating to or arising out of or in connection with 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. This applies in all cases whatsoever, including where the Competition is terminated and/or errors are made in the running and decision making in the Competition.

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) is 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 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 160 days commencing from the Tender Deadline. This period may be extended where the Tender validity period is extended pursuant to paragraph 2.23.3.

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 and Annex 2, Payment Schedule.

2.10.6 Not Used

2.10.7 Where the Contracting Authority is concerned that a Tenderer's rates and/or price may be abnormally low, the Contracting Authority may (but, except, if applicable, to the extent required under applicable law, is not obliged to), at its sole discretion:

(a) request further explanation and evidence, either in writing or in the form of additional financial analysis, of those parts of the Tender which it considers may contribute to the prices and/or rates being abnormally low;

(b) take account of the further explanation and evidence submitted by the Tenderer in response to the request; and

(c) subsequently verify the parts of Tender that the Contracting Authority believes to be abnormally low with the Tenderer.

2.10.9 The Contracting Authority reserves the right (but, except, if applicable, to the extent required under law, is not obliged to) to reject a Tender which is considered to be abnormally low, in particular, where:

(a) the Tenderer fails to provide the information requested;

(b) the further explanation and evidence provided by the Tenderer does not satisfactorily explain the abnormally low price or rates; and/or

(c) the abnormally low rates or prices are due to a failure to (or proposed failure as evident from the Tender) to comply with provisions for employment protection and working conditions applicable to the place where any work is to be carried out or where any products or Services are to be supplied; and/or

(d) the abnormally low rates or price are a result of the Tenderer's non-compliance (or proposed non-compliance as evident from the Tender) with one or more of the conditions and/or requirements of this Competition as set out in the RFT or the Services Contract.

2.11: Environmental, Social and Labour Law

2.11.1 In the performance of any Services Contract awarded, the Contractor and its 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 Annex X of the Procurement Directive.

2.11.2 The Contractor shall be required to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and, in particular, to indemnify and hold harmless 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. The Services Contract may contain more detailed provisions in such regard.

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 and have regard to their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries or costs that may be payable as a result of the application of the 2012 Act to the provision of the Services as relevant to the Contracting Authority.

2.12: Publicity

2.12.1 No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted by a Tenderer or other person unless and until the Contracting Authority has given its prior written consent to the relevant communication. This does not limit or affect the Contracting Authority's right to publicise any elements of this Competition.

2.13: Registrable Interest

2.13.1 Any registrable interest involving any Tenderer or member or subcontractor of a Tenderer and the Contracting Authority, members of the Government of Ireland, members of the legislative body of Ireland 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 member or subcontractor of the Tenderer after the submission of a Tender, must be communicated to the

Contracting Authority immediately upon such information becoming known to the Tenderer or member or subcontractor of the Tenderer.

2.13.2 The terms "registrable interest" and "relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001 (as amended).

2.13.3 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

2.14.1 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.

2.14.2 Collusion, or any attempt by interested parties and/or Tenderers to influence, in any way, the Competition, will result in the disqualification of that/those interested parties/Tenderer(s). Examples of such improper influence are collusion, price fixing, bid rotation or market division.

2.15: Industry Terms Used in RFT

2.15.1 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 such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidentiality or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Acts.

2.16.3 The final decision on any Freedom of Information request rests with the Contracting Authority, subject to applicable law.

2.16.4 Tenderers should seek their own legal advice on the applicability of the Freedom of Information Act 2014.

2.16.5 The Contracting Authority is not liable or responsible under any circumstances whatsoever for any loss, damage or suffering of any kind suffered as a result of disclosure of such information before, during or after this Competition and process.

2.17: Tax Clearance

2.17.1 It will be a condition of any Services Contract pursuant to this Competition that the Contractor shall, for the term of such Services Contract, comply with all 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 Contractor 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 Tenderer acknowledges and agrees that the Contracting Authority has the permission of the Tenderer to verify its tax cleared position online. A Tenderer may be rejected if it does not have tax clearance from the Irish Revenue Commissioners or cannot procure such with such period determined by the Contracting Authority (at its discretion).

2.18: Conflicts of Interest

2.18.1 Any conflict of interest or potential or perceived conflict of interest on the part of a Tenderer, member, subcontractor or individual employee(s) or agent(s) of a Tenderer or member or subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential or perceived conflict is or becomes apparent. In the event of any actual or potential or perceived conflict of interest (including prior involvement or advice to the Contracting Authority in connection with the preparation of this RFT or for this Competition or participation in more than one Tender), the Contracting Authority will invite Tenderers to propose means by which the conflict of interest will be removed or properly addressed to the satisfaction of the Contracting Authority. 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 or permitting a Tenderer to continue in the Competition but subject to such conditions (for example, a requirement to cease using a particular subcontractor or member of a Tenderer or a restriction on participating in more than one Tender) and/or the implementation of such measures and protections (for example, Chinese walls and other protections) as the Contracting Authority may require at their discretion.

2.18.2 A Tender must, in particular, disclose if it, or any of its members or subcontractor(s) or other parties that are to be identified in its Tender, has any economic, legal, commercial or financial relationship with another Tenderer or member or subcontractor(s) of another Tenderer submitting a separate Tender. In such an instance, the Tenderer must notify the Contracting Authority as to the identity of the other Tenderer and the economic, legal commercial or financial relationship in question as soon as possible and in any event prior to the submission of their Tender so that the Contracting Authority can determine whether it considers this to constitute a conflict of interest or whether it may give rise to a risk of collusion or distortion of competition arising.

2.18.3 The Tenderer is required in such event to provide an accompanying statement stating that it is aware of the proposed multiple participation and that it has been brought to the attention of all concerned whilst, at the same time, maintaining the integrity of this Competition and confidentiality. The Tenderer is also required in such an event to propose suitable protections and procedures to be put in place by the Tenderer to protect against or minimise any potential conflict, collusion or distortion of competition arising.

2.18.4 Tenderers which are a group of firms should inquire whether the other members and/or subcontractor(s) of the Tenderer are involved in any other Tenderer's Tender, for example, as a member and/or proposed subcontractor(s).

2.18.5 The Contracting Authority reserves the right at its absolute discretion to refuse to allow a consortium member or subcontractor to be part of another competing Tenderer and/or to disqualify a Tenderer in the event that there is a breach of this requirement.

2.19: Withdrawal from Competition

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

2.20: Site Visit

2.20.1 Not Used.

2.21: Insurance

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€2.5 million for any one claim or series of claims arising out of a single occurrence, per insurance year (for each and every claim excluding defence costs)
Cyber Liability	€1 million any one claim or series of claims arising out of a single occurrence, per insurance year

2.21.2 By signing the Tenderer's statement at Appendix 3, Tenderers confirm, that if awarded a Services Contract under this Competition, 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. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the Preferred Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

2.21.3 The Contractor 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; and

(c) produce valid certificates of insurance upon request.

2.22: Change in Circumstances

2.22.1 If, as a result of a change in events, circumstances or otherwise, any information given by a Tenderer to the Contracting Authority in the Tender or otherwise, was (when submitted) or has become (by reference to facts as they then stand) untrue, different, incomplete or misleading, the Tenderer must so inform the Contracting Authority in writing as soon as it becomes aware of this. This includes, without limitation, information in relation to a Tenderer's financial and economic standing.

2.22.2 If it comes to the Contracting Authority's attention that:

(a) there has been a change in events or circumstances concerning a Tenderer that could affect the Contracting Authority's assessment of that Tenderer's Tender; or

(b) information submitted by a Tenderer was (when submitted) or has become (by reference to facts as they then stand) untrue, different, incomplete or misleading,

the Contracting Authority may (but is not obliged to) revise its assessment of the Tenderer's Tender, as the case may be, on the basis of the information then available to the Contracting Authority and, at its absolute discretion (but subject to applicable law), reject the Tenderer's Tender and eliminate the Tenderer from the Competition or revise any pass / fail assessment and/or adjust the scores awarded to the Tenderer under the relevant criteria.

2.23: Additional Conditions

Applicable Law

2.23.1 The RFT and any matter or disputes related to or in any way connected with or arising out of the RFT or the Competition are governed by and construed in all respects in accordance with the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts of Ireland.

Open Tenders

2.23.2 All Tenders must remain open and valid for 160 days from the date for submission of Tenders. No Tender may be withdrawn after the deadline for submission of Tenders. Tenderers, by submitting Tenders, irrevocably agree to this.

2.23.3 Whilst Tenders are only required to remain open and valid for 160 days from the date for submission of Tenders, the Contracting Authority may (but is not obliged to) request Tenderers to extend the period for which they remain open for a longer period of time. If a Tenderer refuses such a request, the Tenderer will be deemed to have withdrawn its Tender (but the Contracting Authority may continue to award the Services Contract to any Tenderer who has agreed to extend the validity of their Tender).

Compliant Tenders and Assumptions

2.23.4 Tenderers must submit a fully compliant Tender which is not qualified in any way (though this does not limit or affect the right to include Approved Assumptions) and must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal or ambiguous or placing it on a different footing from other Tenders.

2.23.5 Without limitation, this includes any attempt by Tenderers to base their Tender on one or more assumptions (other than an Approved Assumption), such that that the Tender will be affected if those assumptions are not correct. For the avoidance of doubt:

(a) any Tender qualified by such assumptions (other than an Approved Assumption) may be rejected; and

(b) without limiting or affecting paragraph 2.23.5(a) of this RFT, the Contracting Authority will not be bound by any assumptions made by a Tenderer and no assumptions will be incorporated in the Services Contract (even if approved by the Contracting Authority as an Approved Assumption through the query process, unless specified otherwise by the Contracting Authority when approving the assumption).

2.23.6 The Contracting Authority decision on whether a Final Tender complies with this ISFT will be final.

Specification of Standards

2.23.7 Where reference is made to an international, European, British or other national standard, then a Tenderer may propose an equivalent to any of these, provided that its proposal offers equivalent guarantees of safety, suitability and fitness for purpose to those specified.

Canvassing

2.23.8 Tenderers must not canvass directly or indirectly any member, officer or employee of the Contracting Authority, its advisers, or any member of the Evaluation Committee. Tenderers must not offer, give or agree to give to any member of the Contracting Authority (or its officers, advisers or employees or advisers or any member of the Evaluation Committee) any gift, or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Services Contract. Any breach of this paragraph will entitle the Contracting Authority to immediately disqualify the Tenderer concerned from the Competition and/or cancel and terminate the Services Contract or any existing contracts that the Tenderer has with the Contracting Authority. The Contracting Authority may recover any loss of expense resulting from any such termination.

Own Advice

2.23.9 Tenderers are responsible for obtaining their own financial, taxation, legal, technical, investment and other appropriate advice, and undertaking their own due diligence, in relation to this process, the RFT, the Services Contract, Competition and all information provided or made available to them, at their own cost and expense.

Compliance with Law

2.23.10 Tenderers (and their members, subcontractors and others involved in their bid) must comply with all relevant laws and regulations that are applicable to them in the context of this Competition.

2.23.11 Any Tenderer that fails to comply with such laws and regulations to the satisfaction of the Contracting Authority may be treated as failing to comply with the conditions of this Competition and may, at the discretion of the Contracting Authority and subject to paragraph 2.2.3, be rejected and eliminated from this Competition.

Exclusion of Liability

2.23.12 No representation, warranty or undertaking, express or implied, in respect of any error or misstatement by or on behalf of the Contracting Authority is made or given to any Tenderer and no responsibility or liability is accepted by the Contracting Authority for the accuracy or completeness of the RFT or omissions from it.

2.23.13 Under no circumstances will the Contracting Authority or its advisers, consultants, contractors and/or agents accept or have any liability whatever in respect of any liability, damage or loss (including, without limitation, bid costs, loss of opportunity, loss of profit or damage to reputation) suffered or incurred by a Tenderer, Tenderer member or subcontractor or anyone else arising out of or in respect of or in connection with the Competition, even where caused due to errors or negligence in the Competition and process or the termination of the Competition (in whole or in part). This paragraph operates to the fullest extent permitted by applicable law.

Errors

2.23.14 If a Tenderer discovers any error or omissions or lack of clarity in the RFT, the Tenderer must immediately notify the Contracting Authority in writing of such error, omission or lack of clarity which will be resolved by the Contracting Authority in such manner as it considers appropriate.

Legal Obligations

2.23.15 Legal and contractual obligations are imposed on Tenderers who download or respond to the RFT and the Contracting Authority reserves the right to enforce such obligations. However, the RFT does not give rise to any enforceable contractual obligations against the Contracting Authority and no collateral contract is entered between the Contracting Authority and any Tenderer in such respect.

Waiver

2.23.16 The failure or neglect by the Contracting Authority to enforce any provision of the RFT is not (and will not be deemed to be) a waiver of that provision and does not prejudice the Contracting Authority’s right to take subsequent action in respect of such provision.

Amendments

2.23.17 The Contracting Authority reserves, at its absolute discretion, the right, at any time until the conclusion or termination of the process, to amend or modify any documents, information, data, procedures, rules and/or timelines in or related to the RFT or process in any respect by way of clarification, addition, deletion or otherwise. The Contracting Authority will inform Tenderers of any such amendments or modifications, if appropriate.

Reserved rights

2.23.18 The publication of the RFT does not warrant or imply that any Tenderer will be awarded a contract or any tenderer will be awarded or invited to enter into the contract on any particular conditions.

2.23.19 Not Used.

2.23.20 The Contracting Authority reserves the right, for any reason whatsoever at its absolute discretion:

(a) to reject any and all Tenders;

(b) not to proceed with any evaluation;

(c) not to select any Tenderer or Tender;

(d) not to provide a Tenderer with any additional information;

(e) not to implement any arrangement contemplated by the RFT;

(f) to suspend the process;

(g) not to award any contract;

(h) to procure the Services by alternative means;

(i) to use the negotiated procedure without a further call for competition where no Tenders or no suitable Tenders are made; and/or

(j) to terminate the RFT, the process and/or the Competition at any time and without reason.

2.23.21 The Contracting Authority may (but are not obliged to), in order to verify information provided or implied in a Tender, contact and visit a Tenderer and any or all of its members, subcontractors, members, suppliers, funders, insurers and/or referees which might be provided in the Tender and may conduct any investigations and site visits (including to third party suppliers) (either itself or through such third parties as they may, at their absolute discretion, consider appropriate) it considers necessary in connection with responses, including by reference to information independently sourced from the market or otherwise. The Tenderers, on request, must facilitate same. This applies all the way up until Service Contract execution by the Contracting Authority.

Part 3: Selection and Award Criteria

3.1: Compliant Tenders

3.1.1 Only those Tenderers who have submitted, subject to paragraph 2.2.3, a compliant Tender will be eligible to be evaluated.

3.1.2 The Contracting Authority may (but is not obliged to) decide to assess Tenders against the Award Criteria before verifying the absence of Exclusion Grounds and the fulfilment of the Selection Criteria.

3.1.3 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 (including at Preferred Tenderer stage) to submit any or all of the following for the purposes of verification of the status of the Tenderer (including any member or subcontractor):

(a) a declaration in the form attached at Appendix 4 (Replicated in Tender Response Document A);

(b) 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; and

(c) in the case of the Tenderer and any subcontractor or other entity on whose capacity or resources the Tenderer or any member or subcontractor of the Tenderer relies, all or any of the supporting documents specified at part 3.2 below.

3.1.4 If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

(1) its fulfilment of any relevant Selection Criterion in accordance with this RFT; and

(2) the absence of Exclusion Grounds (other than those on the basis of which the Contracting Authority has elected, where permitted by Article 57 of the Procurement Regulations, not to exclude the Tenderer) or its reliability despite the existence of a relevant Exclusion Ground,

it shall be excluded from further participation in this Competition.

3.1.5 If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

(1) the fulfilment of any relevant Selection Criterion in accordance with this RFT by any member or subcontractor of the Tenderer or other entity upon whose capacity or resources the Tenderer or member or subcontractor of a Tender is relying; and

(2) the absence of Exclusion Grounds (other than those on the basis of which the Contracting Authority has elected, where permitted by Article 57 of the Procurement Regulations, not to exclude the relevant entity) in respect of any member or subcontractor of the Tenderer or other entity upon whose capacity or resources the Tenderer or member or subcontractor of a Tenderer is relying,

or the reliability of any such entity despite the existence of a relevant Exclusion Ground,

the Tenderer shall be excluded from further participation in this Competition *unless* it replaces the member or subcontractor or other entity upon whose capacity or resources the Tenderer or member or subcontractor is relying with one which meets all relevant requirements of this RFT.

3.1.6 Tenderers are reminded that the Selection Criteria and Exclusion Grounds apply at all times during the Competition (including up to and including the Preferred Tenderer stage).

3.1.7 The Contracting Authority reserves the right, at their sole discretion, to re-assess the eligibility, economic and financial standing and technical and professional capability of any Tenderer (or Tenderer member or subcontractor) at any point(s) throughout this Competition (including at Preferred Tenderer stage).

3.2: Selection Criteria

3.2.1 Not Used.

3.2.2 Tenderers will either pass or fail each of the Selection Criteria as detailed below and in paragraphs 2.21.1 and 2.17. If a Tenderer fails any of the Selection Criteria, the Tenderer will, subject to paragraph 3.1.5, be rejected and excluded from participating in this Competition. The onus is on Tenderers to ensure that their Tenders fully and properly address and respond to the Selection Criteria.

3.2.3 Tenderers, in the first instance, must declare by way of the ESPD and Qualification Response (TRD Document A) that they satisfy the pass / fail Selection Criteria set out below and in paragraphs 2.21.1 and 2.17.

3.2.4 Tenderers must provide the supporting documentation specified below without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation to demonstrate its economic and financial standing, the Tenderer must inform the Contracting Authority of the 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 which the Contracting Authority considers appropriate to prove, to the satisfaction of the Contracting Authority, it satisfies the relevant pass / fail Selection Criterion in respect of its economic and financial standing.

3.2.5 **Economic and Financial Standing Selection Criteria (TRD Document A)**

(a) **Good Financial Standing:**

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that all accounts held by the Tenderer are in good standing.
Required Evidence: The Self Declaration in Tender Response Document (TRD) Part A must be completed in respect of this criterion.

Tenderers must, when so requested by the Contracting Authority and without delay at any time prior to the award decision being made, provide the following supporting documentation: a letter from the Tenderer's principal bankers or auditors letter or equivalent confirming that all accounts held by the Tenderer are in good standing.

(b) **Financial Capacity - Turnover:**

Pass / Fail Qualifying Threshold: The Tenderer must submit a statement confirming that the company's turnover equalled or exceeded € 1.2 million per annum in any of the last three financial years, or pro-rata if more recently established:
Required Evidence: The Self Declaration in Tender Response Document (TRD) Part A must be completed in respect of this criterion.

Tenderers must, when so requested by the Contracting Authority and without delay at any time prior to the award decision being made, furnish appropriate evidence (e.g., auditor's statement or financial accounts or equivalent) detailing turnover for each of the three previous financial years, confirming that it meets the above required turnover levels).

3.2.6 **Technical and Professional Ability Selection Criteria (TRD Document A)**

(a) **Comparable Contracts:**

The Tenderer must demonstrate that it has successfully delivered three contracts of a similar nature and scale to the Commission for Regulation's requirements under this tender during the previous five (5) years (from the date of this RFT).

Required Evidence: For each such contract, Tenderers must provide evidence of previous experience in this area by completing the tables provided in Tender Response Document (TRD) Part A. These tables may be expanded as necessary.

The entity that performed the Services under the relevant reference contract must be the entity proposed to provide the relevant Services under the Services Contract.

3.3: Award Criteria

3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous Tender. The onus is on Tenderers to ensure that their Tenders fully and properly address and respond to the Award Criteria.

3.3.2 A total of 1,000 marks (100%) will be available. The quality/cost ratio is 75:25 as set out below:

Criteria	Max Marks Available	% of Total Marks Available
A: Quality	750	75%
B: Cost	250	25%
Totals	1,000	100%

3.3.3 The Award Criteria, which will be applied in evaluating the quality and cost of the Tenders received, are set out below:

	Award Criteria	Marks Available	Minimum Qualifying Marks* 60%	Tender Response Document
A1.	Quality of Approach & Methodology to Service Delivery and Contract Management	**300**	**180**	TRD Document B Section A1
A2.	Understanding of Brief	**150**	**90**	TRD Document B Section A2
A3.	Quality, Relevant Experience and Availability of Resources of Proposed Team	**250**	**150**	TRD Document B Section A3
A4.	Proposals for Decarbonisation / Sustainability & Social Value as part of service delivery	**50**	**30**	TRD Document B Section A4
A5.	Cost	**250**	**N/A**	TRD Document C
	Total	**1,000**		

* Tenderers must achieve the minimum marks set out in the table above. Failure to achieve the minimum marks will result in rejection of the Tender and elimination from the Competition (in which case the price of the Tender concerned will not be used in determining the marks under the Cost criterion).

3.3.4 The lowest price Tender will receive the maximum score achievable under the relevant Award Criterion. The scores of all other valid Tenders will be calculated using the following formula:

Cost Score =	$\frac{\text{(L) Lowest Cost Tender}}{\text{(N) Tendered Cost under evaluation}}$	x	(T) Maximum Number of Marks Available under the Award Criterion

The “Total Cost of Tender” submitted in response to Appendix 2 (as set out in TRD Document C) is the price of Tenderers for this purpose.

3.3.5 The following scoring methodology will be applied in respect of any sub-criteria for award criteria 1, 2, 3 and 4. The score awarded within a range will depend on the extent to which the relevant description under the “Meaning” column below is satisfied.

Weighting	Meaning
91%- 100%	An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.

60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration

3.3.6 If the evaluation results in a tie break between two or more Tenders, then the Tender with the highest overall "qualitative" score under award criteria 1, 2 and 3 shall be deemed the most economically advantageous Tender.

3.3.7 The award of the Services Contract to the highest ranked Tenderer will be conditional upon, in particular, the Tenderer submitting to the Contracting Authority, to the extent not already provided, within seven (7) days (or such other period specified by the Contracting Authority) of request by the Contracting Authority, the following evidence in respect of the Tenderer (and any members, subcontractors or other entities which are being relied upon by the Tenderer or its members or subcontractors, as applicable, in accordance with part 3.1 above):

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

(ii) where 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; and

(iii) all or any of the supporting documents and evidence specified at part 3.2.

3.4: Presentation of Proposals

3.4.1 Tenderers may be required to make a presentation and/or attend meetings and/or attend interviews in respect of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations.

3.4.2 The presentation will be used for verification and understanding purposes only. Any scores provisionally allocated against the Award Criteria in advance of the presentation can either remain the same or be adjusted downwards as a result of the presentation. They will not be adjusted upwards as a result of the presentation.

3.4.3 If a clarification or supplementary information in respect of the content of a Tender which is given during the presentation may impact upon a Tenderer's provisional score, the Tenderer will be asked to confirm the clarification and/or supplementary information in writing in the interest of transparency and good administration.

3.5: Standstill Period

3.5.1 If the Procurement Regulations apply to this Competition, no contract will be executed 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 Tenderer 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 Tenderer in respect of each award criterion assessed by the Contracting Authority, including cost / price.

3.6: Return 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 21 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.

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 (but is not obliged to) proceed to award the Services Contract to the next highest ranked Tenderer in accordance with paragraph 3.6.1 above.

3.7: Evaluation Committee

3.7.1 The Evaluation Committee appointed by the Contracting Authority will conduct the evaluations. Each member of the Evaluation Committee will undertake such functions and tasks as each may agree to be allocated to a member or members.

3.7.2 The Contracting Authority reserves the right, at its discretion, at any time to remove, substitute, appoint, decrease or increase the members of the Evaluation Committee without notice to Tenderers.

3.7.3 The Evaluation Committee may nominate one or more persons, including third parties, to conduct certain meetings or discussions or to evaluate or consider certain matters on its behalf during the process.

3.7.5 The Evaluation Committee is entitled to carry out investigations and undertake such other matters in respect of any matter arising out of or incidental to the Competition and/or its evaluations where, in the opinion of the Evaluation Committee, this is necessary, appropriate or helpful. The Evaluation Committee may, in particular, seek independent financial and market advice to validate information declared, or to assist in the evaluation.

3.7.6 The Contracting Authority reserves the right to make independent trade, credit and security inquiries on Tenderers before appointing any Contractor or awarding any contract pursuant to this Tender process.

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.

Part 1: Introduction and Information about the CRU

The Commission for Regulation of Utilities ("CRU") was established in 1999 and operates within a policy and statutory framework set by Government and has responsibility for economic regulation and customer protection in the energy and water sectors and regulation of energy safety.

The CRU's mission is to serve the public interest by enabling the provision of energy and water to Irish homes and businesses, while driving the transformation of the energy sector to net zero. The CRU is guided by eight strategic priorities that sit alongside the core activities we undertake to deliver on the public interest. These are:

- Support Transition to Net Zero
- Enable Efficient and Competitive Energy Markets
- Enable Resilient Critical National Infrastructure
- Ensure Efficient Investment in Infrastructure Delivery
- Protect the Public in Energy Safety
- Effective Economic Regulation of Water Services
- Empower and Protect All Customers
- Enhance Teams, Capabilities and Governance Standards

Further information on the CRU's role and relevant legislation can be found on the CRU's website at www.cru.ie.

The CRU is organised into six divisions reflecting the CRU's varied economic, customer protection and safety responsibilities in water and energy.
The CRU's Energy Safety Division holds a key oversight role in protecting public safety and the prevention of major accidents in Ireland's energy sector. The Division is responsible for safety regulation of gas (networks, supply, storage, use and liquefied petroleum gas distribution), petroleum (upstream onshore and offshore exploration and extraction), gas installers and electrical contractors.
Functions are discharged through:

- review and input into energy safety policy and legislative amendments;
- safety case assessment;
- analysis of energy safety trends;
- conducting inspections, audits, incident and potential illegal gas/electrical works investigations; and
- taking enforcement action where warranted.

The CRU is responsible for the safety regulation of natural gas and liquefied petroleum gas (LPG) undertakings, under the Electricity Regulation Act 1999, as amended. The 1999 Act, as amended, requires the CRU to discharge this responsibility through the implementation and ongoing operation of a gas safety regulatory framework (the Framework), which the CRU published in 2007 and updated in 2014. The Framework reflects the current gas markets, legal and regulatory requirements. The Framework has six key objectives:

- Minimising the Risk of Loss of Containment,

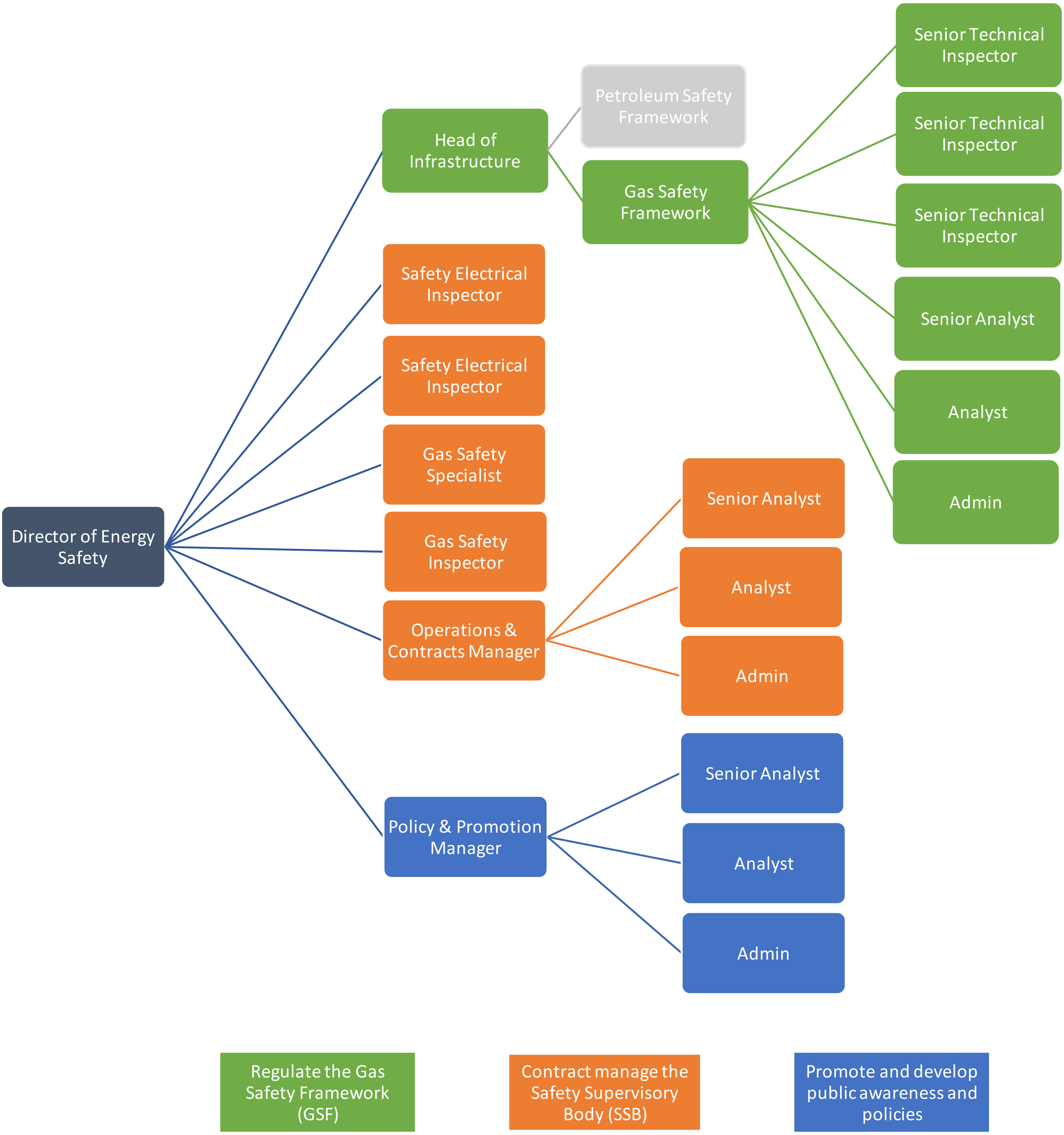
- Maintaining Safe System Operating Pressure,
- Minimising the Risk of Injecting Gas of Non-Conforming Quality,
- Providing an Efficient and Coordinated Response to Gas Emergencies,
- Minimising the Safety Risks Associated with the Utilisation of Gas, and
- Promoting Public Awareness of Gas Safety.

The Contractor should have the operational familiarity with the Framework documentation and core legislative documents (listed in section 4.b.i).

The CRU is also responsible for the safety regulation of installers undertaking domestic and non-domestic gas works, under the Electricity Regulation Act 1999, as amended. The 1999 Act, as amended, requires the CRU to discharge this responsibility to a body, referred as a Gas Safety Supervisory Body (GSSB). The GSSB operates the RGI scheme, which is the statutory regulatory scheme for gas installers in Ireland, on a day-to-day basis on behalf of the CRU. The principal functions of the GSSB include, without limitation, the registration, inspection, auditing and monitoring of gas installers with respect to safety, and the sale and validation of work Declaration of Conformance Certificates.

As outlined above, the Energy Safety Division of the CRU operates a gas safety regulatory framework for licensed natural gas and LPG undertakings and monitors the GSSB. Within the Energy Safety Division, responsibility for the operation of the Framework lies with the Gas Safety Framework (GSF) team, and responsibility for the contract monitoring the SSB lies with the SSB Operations team. The SSB Operations team also undertakes criminal investigations of potential illegal gas (and electrical) works and alongside the GSF team undertakes investigations into gas incidents. The Policy and Promotion (P&P) team leads on policy development for the Energy Safety Division and leads on the promotion of energy safety public awareness.

The CRU wishes to engage consultants to provide general technical assistance to the GSF and SSB Operations teams, as well as to the P&P team (if required) to enable the CRU to operate the Framework and the SSB operations effectively and efficiently.
For information purposes the current structure of the relevant part of the Energy Safety Division for this tender has been set out below.



Further information on the CRU's role and relevant legislation can be found on the CRU's website at https://www.cru.ie/.

Part 2: Background Information to Services Required

1. Type of services required

The CRU requires technical and regulatory support to ensure its functions of the effective and efficient operation of the Framework, as well as efficient management and operations of the SSB Operations & P&P activities, as required under the Electricity Regulation Act, 1999, which aligns with CRU Strategic Priority 5 – Protect the Public in Energy Safety.

2. Purpose of tendering

The aim of this competition to source an external service provider to support the efficient and effective functioning of the GSF, SSB Operations and P&P teams within the CRU.
The CRU conducted a review of the required services and of the structure of the contract and. considered the appropriateness of one or multiple lots for this tender. The conclusion was that one lot would best support the interconnected technical requirements. This structure will ensure more accurate support due to single contractor having the full overview of the CRU remit and operations in relation to gas safety.

The purpose of this competition is to obtain the services of a contractor that has the breadth and depth of expertise required to meet the aims and purpose of this competition. Workstreams that the Contractor will provide includes but may not be limited to:

- Assistance in audits and inspections,
- Review of technical documents submitted by gas undertakings and third parties,
- Development/review of regulatory documents,
- Call handling service (24/7) for gas incidents,
- Assistance in investigation of gas incidents,
- Assistance in potential enforcement actions,
- Knowledge transfer,
- Ad hoc gas-related requests,
- General support,
- Etc.

The Contractor will support the CRU in its capacity to provide regulatory oversight across a range of complex gas activities. External consultancy support is important to assist the CRU in discharging its legal duties effectively, maintaining regulatory integrity, and responding flexibly to both planned and emergent operational demands.

3. Objectives underpinning the tender's requirements and specifications

The Contractor is required to provide general technical and regulatory assistance across the entirety of the gas safety regulatory framework, including CRU's regulation of the gas safety supervisory body and relevant some aspects of the P&P team's operations. This includes but is not limited to supporting the CRU's safety regulation of the following activities:

- operation of a gas transmission system;
- operation of a gas distribution system;
- supply of natural gas (including Compressed Natural Gas (CNG));
- shipping of natural gas;
- renewable natural gas (RNG, biomethane) and hydrogen injection facilities;
- downstream gas operations, and,
- other activities that fall within the gas safety regulatory framework or remit of the GSF, SSB Operations and P&P teams.

The Contractor is also required provide constant (i.e. 24/7) expert technical support services with respect to effective and efficient investigation of gas (natural gas, CNG, LPG and downstream) incidents.

Part 3: Nature of the Services Required

1. Contract duration / Timeframe

The contract is for a period of two (2) years with an option to extend to a further period of two (2) years in total, up to a maximum duration of four (4) years, subject to the Contractor performance and at the discretion of the Commission. It is intended that the contract will become operational in end of Q3 / beginning of Q4 2026.

2. Collaboration with the CRU

The Contractor will report directly to the Head of Infrastructure, supported by the Inspectorate, and advise the Director of Energy Safety as required. The Contractor will be required to work closely with the GSF team, the SSB Operations team (and the P&P team if required) and with any other external contractors that may be appointed to undertake specific tasks in relation to the gas safety regulation.

3. Location(s) where the work is to be carried out/delivered from

The CRU envisages the majority of this work being completed remotely, via email correspondence and MS Teams meetings. It should be noted that technical support required under the contract will include attendance at gas installations for audits and inspections where necessary. In case of a gas incident, technical support will include attendance on site for the required period of time.
Furthermore, attendance at the CRU office in Tallaght, Dublin 24, Ireland may be required occasionally i.e. to deliver training/ knowledge transfer or to discuss gas-related matters.

4. CRU requirements

The successful Tenderer is required to demonstrate knowledge of and understanding of the CRU role and requirements, which are listed below, as well as to demonstrate their approach to delivering these services. They also must demonstrate a clear understanding of issues that may arise in respect of the provision of requirements, outline these issues and describe your approach to the management of such issues.

a. Overview of the requirements

The CRU remit in terms of the gas safety regulation is broad. Through the Framework, the CRU is responsible for the safety regulation of the lifetime cycle of gas installations for natural gas (including RNG and biomethane), CNG and LPG. The CRU is also responsible for the regulation of domestic gas installers, and under the CRU regulations it will become a legal requirement that non-domestic gas works (natural gas and LPG) be carried out by a Registered Gas Installer from the 1st of September 2026.

Under the contract, the Contractor will be expected to provide expert technical and regulatory advice, support and services with respect to effective and efficient operations of the gas safety regulatory framework and of the SSB Operations team and the P&P team which may include, but is not limited to, the following:

- Assistance in auditing and inspecting gas undertakings, domestic and non-domestic gas works and LAVs (Leisure Accommodation Vehicles) gas works, including drafting and/or reviewing relevant documentation,
- Assistance in reviewing safety cases submitted by gas undertakings and other technical documents submitted by gas undertakings, including but not limited to impact assessments, risk analyses and material change reports (including RNG, CNG and hydrogen blending);
- Specialist technical advice as well as specialist regulatory advice in and/or assistance in the development of CRU's policy (of which the revision of the Gas Safety Framework and of the Gas Safety Case Guidelines expected to commence in 2027) and supporting documentation, including the development of policies, codes of

practice, guidance documents, procedures, legislation etc., and if required, the same in relation to the development of new frameworks for emerging technologies;

- Assistance on the development/assessment of pilot projects regulation and associated policies, e.g. hydrogen, and/ or hydrogen blends, biomethane, CCUS (Carbon Capture Utilisation and Storage), etc.;
- Where requested, review and analysis of performance reports submitted by gas undertakings;
- Provision of advice and guidance to the CRU on its gas safety regulatory remit and any other technical matter relevant to the continued effective and efficient operation of the Energy Safety division, including internal CRU policies, manuals and procedures;
- Constant (i.e., 24/7) call handling for emergency response to gas incidents on a gas network (upstream) or in a domestic or non-domestic premise (downstream) (see note 1 below);
- Attendance at and investigation of upstream and downstream gas incidents, including provision of support to any CRU Inspectors present, remote assistance and investigation reports;
- Provision of gas incident investigation reports and assessment of same;
- Provision of laboratory analyses and storage of any technical and/or physical evidence taken from site of upstream and downstream gas incident and ensure appropriate handling and return of same to CRU;
- Provision of relevant technical support and advice in circumstances where it is deemed appropriate to take enforcement action including prosecution (see note 2 below);
- Ensuring knowledge transfer of technical expertise on matters relating to the framework to CRU via knowledge transfer or formal training where requested;
- General support:
    - Day to day expert technical support to the CRU on operational gas safety matters as they arise;
    - Provision of expert technical support on gas safety policy matters as they arise.

Note 1: The provision of emergency response support is required on 24 hours a day 7 days a week basis due to the unpredictable nature of gas incidents and support to gas incident investigation may also be required on 24 hours a day 7 days a week when incidents take place, and this should be factored into Tenderers' approach as well as in their pricing methodology (Table 2 of TRD Part C) .
Note 2: The CRU acknowledges that the provision of relevant technical support and advice in circumstances where it is deemed appropriate to take enforcement action including prosecution, may include those situations whereby Contractor is legally compelled to do so by a Court with competent jurisdiction or by another relevant statutory body in the Republic of Ireland. Where the Contractor is requested by the CRU to act as factual or expert witness, additional terms and conditions may be agreed directly between the CRU and the Contractor, or through the CRU's external legal service providers, in advance of such additional services being provided.

The above list is not exhaustive; the Contractor will also be required to provide general technical advice as the need arises.

b. Demonstration of capabilities

Tenderers must demonstrate their capability to meet the following criteria to a high standard:

i. Legislative and regulatory knowledge

The successful Tenderer is required to have a thorough understanding of relevant legislation and Framework documentation, including:

- Electricity Regulation Act 1999 and amendments;
- Energy (Miscellaneous Provisions) Act 2006;
- Gas (Interim) Regulations Act, 2002, and associated Regulations;
- Gas (Amendment) Act, 1987, Gas (Amendment) Act, 1987 (Section 2) Order 1987, Gas (Amendment) Act, 2003 (Section 2) Order 2003;
- Gas Safety (Amendment) Bill 2026[1];
- S.I. No. 77 of 2014 Liquefied Petroleum Gas Safety (Liquefied Petroleum Gas Incident) Regulations and S.I. No. 78 of 2014 Liquefied Petroleum Gas Safety (Liquefied Petroleum Gas Incident Reporting and Investigation) Regulations;
- S.I. No. 225 of 2009 Gas Works and S.I. No. 299 of 2011 LPG Gas Works;
- S.I. No. 106 of 2026 Electricity Regulation Act 1999 (Gas Works) Regulations 2026[2];
- Safety Case Guidelines for Natural Gas and LPG Licensed Undertakings v.5.0;
- A Natural Gas Safety Regulatory Framework for Ireland 2007 – Approach paper;
- ALARP Guidance Document – Part of the Petroleum Safety Framework and the Gas Safety Regulatory Framework v3.2;
- Gas Safety Supervisory Criteria Document (v1.7);
- Decision Paper on Safety Regulation of Gas Installers - Implementation of safety regulation of Non-Domestic Gas Works;
- Safety, Health and Welfare at Work Act 2005;
- Irish standards, including I.S. 813, I.S. 329, I.S. EN 16923, I.S. 820, I.S. EN 1949, I.S. 3216, I.S. EN 12007-5, and I.S. EN 1949, and including other relevant codes, standards and good practice; and
- Other secondary legislation where overlap exists with natural gas assets and infrastructure.

ii. General technical expertise and experience

The successful Tenderer is required to have proven experience in:

- Assessing safety cases across the full lifecycle of gas activities;
- Developing/reviewing/assessing technical documentation such as audit and inspection scopes and reports, Risk and Impact Assessments, Quantitative Risk Assessment/modelling and ALARP assessment, etc.
- Developing/reviewing legislation, procedures, policies, Declaration of Conformance Certificates, etc. in relation to gas activities;
- Conducting and/or assisting to audits and inspections of gas undertakings and gas installations;
- Emergency response service to gas-related incident;
- Investigating gas-related incidents;
- Supporting enforcement actions;
- Applying risk management principles, particularly ALARP, in gas operations and in accordance with the CRU ALARP guidelines.

iii. Technical knowledge and expertise

The successful Tenderer is required to have a thorough understanding and expertise in the following matters:

- In terms of natural gas:
  - Extensive knowledge related to natural gas, including biomethane and RNG, and CNG including the full asset lifecycle;

[1] This Bill is currently at Committee Stage (or Third Stage) in the Dáil.
[2] This S.I. is currently being laid before the Oireachtas.

    - Extensive expertise and knowledge of natural gas transmission and distribution networks, pipelines, systems and facilities, including CNG systems, facilities and refuelling stations;
    - Biomethane injection into natural gas transmission and distribution networks;
- In terms of LPG:
    - Extensive knowledge related to LPG, including the full asset lifecycle;
    - Extensive expertise and knowledge of LPG distribution networks;
- In terms of downstream activities:
    - Extensive knowledge related to downstream gas activities;
    - Extensive expertise and knowledge of domestic and non-domestic gas work and work on Leisure Accommodation Vehicles (LAVs);
- Technical safety,
- Functional safety,
- Hydrogen gas blending,
- LPG blending with Dimethyl Ether (DME),
- Safety management systems,
- Electrical, control and instrumentation,
- Pipeline construction,
- Process engineering including Process Safety Management,
- Human factors,
- Corrosion (Protection and Assessment),
- Natural gas (including RNG and biomethane) quality and testing/interpretation services thereof,
- LPG specifications and quality,
- Emergency response,
- Natural gas and CNG incident investigation,
- Expertise in analysis of technical and physical evidence,
- Ability to act as Gas Safety Officer, if/ where appointed by the CRU, and
- Building regulation.

c. Consultant Readiness

Tenderers must demonstrate their:

- Ability to maintain a roster of qualified consultants with the appropriate expertise to provide support for the specialised and technical disciplines and topics as listed in section 4.b.iii.
- Capability to provide support for both planned and unplanned work. It is to be noted that there is potential for significant incident investigations which could require the input of technical specialists for an extended period.
- Assurance that the proposed personnel for audits, inspections, development/review of technical documentation, and investigations hold and maintain valid qualification trainings, necessary throughout the contract term.
- Ability to maintain a roster of staff with sufficient level of technical expertise to provide day to day technical support to the CRU.
- Assurance that a business continuity and contingency plans are in place for delivery of services during occurrences such as the Covid-19 pandemic, cyber-attack, civil unrest etc.
- Assurance that relevant expertise and experience are available to enable the provision of advice in technical and safety issues pertaining to the CRU’s gas safety remit.

- Ability to attend the CRU offices (Dublin, Ireland) when required or requested.
- Commitment to notify the CRU of consultant’s unavailability (e.g. annual leave, exceptional circumstances, etc.) to ensure minimal disruption to projects.

5. Approach / Methodology to Service Delivery

Tenderers responding to the RFT must:

- provide clear, comprehensive and consistent details of their approach and methodology for ensuring that the services are delivered to the required standard and in a timely manner
- provide a project plan to ensure the CRU meets the project timeframes /deadlines, and ensure deliverables are achieved within budget and scope.
- address the unique elements of the proposal with regard to the approach and service methodology
- demonstrate procedures for ensuring service is available as required i.e. continuity of services.

Tenderer’s response must include (but is not limited to) their approach and methodology to specific requirements in terms of workstreams management and budget management, as well as to their approach and methodology to delivering the list of expected deliverables and addressing the distribution of tasks.

a. Management of workstreams

The contract will be managed on a drawdown basis subject to ‘call off’ requests. All work carried out under the contract will be managed by work requests to the Contractor, for which the Contractor will provide a quote and delivery plan including estimated timeframes for each individual work request which will be formalised in an approved Purchase Order (PO) representing the maximum value that may be invoiced for the agreed work scope, will be issued by the CRU to the Provider. This will ensure oversight and management of the budget for the contract. The fee caps will reflect the agreed daily rates required for the work request. Monthly or if required, more frequent meetings will take place with the CRU contract manager and the service provider to look back and look ahead at work plans, resourcing and priorities including a review of projected spend.

b. Budget management

Support will be provided on a drawdown basis, initiated through individual POs as required. Purchase Orders (POs) are anticipated to be annually raised for the following deliverables:

- Note :POs will relate to the CRU financial year which matches the calendar year. Typically forecasted annually, these cover:

<table>
<tr><th colspan="6">Expected POs</th></tr>
<tr><td>Audits & Inspections</td><td rowspan="2">Natural gas (including RNG and biomethane) in transmission networks</td><td rowspan="2">Natural gas (including RNG and biomethane) in distribution networks</td><td rowspan="2">CNG</td><td rowspan="2">LPG</td><td rowspan="2">Downstream gas activities</td></tr>
<tr><td>Review of various technical documentation (Safety Case, Impact and Risk</td></tr>
</table>

Assessment, etc.)					
Review of various regulatory documentation (guidelines, procedures, policies, etc.)					
Provision of general technical support					
Knowledge Transfer					
Call handling 24/7					
Ad hoc POs					

- Additionally:
  - Gas Incident POs: gas incidents are not predictable and may occur at any time. These POs may include:
    - Immediate mobilisation of multiple technical specialists for extended periods,
    - Travel expenses and direct costs
    - Collect, analysis and storage of technical and physical evidence,
    - Etc.
  - Other deliverables which may require technical assistance on other emergent issues/items.

Timesheets and estimate will be expected to be submitted to CRU within 15 working days of the end of the month. The CRU Contract Manager will review the timesheets and query where necessary. Once agreed by the CRU Contract Manager, the invoices for the relevant month will be issued to the CRU in line with the agreed timesheets. Timesheets and invoices will be monitored through KPI8 (see section 9 below). The associated timesheet and contract management templates are provided at the end of Appendix 2. These templates will be agreed at the signature of the contract.

c. Annual workstreams and key deliverables

It is expected that the contract will commence at the end of Q3 / beginning of Q4 2026 and expire four (4) years later in 2030, should the CRU choose to activate the one 2-years extension option. Therefore, the key deliverables are spread from Automn 2026 to Automn 2030.

For ease of planning, the key deliverables have been subdivided by industry, and by type of required services.
However, it is expected that that some workstreams will affect all gas activities (i.e. natural gas & CNG/LPG/downstream gas activities) across the GSF team, the SSB Operations team and the P&P team. For example, the revision of the CRU's Gas Safety Framework and Gas Safety Case Guidelines, which is expected to commence in 2027, cannot be limited to a specific industry (i.e. natural gas & CNG/LPG/downstream gas activities), and would fall under deliverables 4, 5 and 6, but in this specific type of case, the CRU may decide to create a stand-alone deliverable. it

Year	Deliverable	Date of Completion
Year 1 (2026-2027)	Deliverable 1: 3 to 5 audits & inspections in relation to natural gas networks and CNG assets	2026/2027 (Dates TBC)
	Deliverable 2: 4 audits & inspections in relation to LPG undertakings and 30 inspections of LPG networks, each requiring ½ to 1 day of work	2026/2027 (Dates TBC)
	Deliverable 3: audits and inspections in relation to downstream gas activities	2026/2027 (If required)
	Deliverable 4: Review/development of technical documents in relation to natural gas	2026/2027 (Dates TBC)
	Deliverable 5: Review/development of technical documents in relation to LPG	2026/2027 (Dates TBC)
	Deliverable 6: Review/development of technical documents in relation to downstream gas activities	2026/2027 (Dates TBC)
	Deliverable 7: Provision of Technical Support in relation to natural gas	2026/2027 (When required)
	Deliverable 8: Provision of Technical Support in relation to LPG	2026/2027 (When required)
	Deliverable 9: Provision of Technical Support in relation to downstream gas activities	2026/2027 (When required)
	Deliverable 10: Provision of a call handling service 24/7	2026/2027
	Deliverable 11: Incident Investigation	2026/2027 (If required)
	Deliverable 12: Enforcement Actions	2026/2027 (If required)
	Deliverable 13: Knowledge Transfer Activities	2026/2027 (Dates TBC)
	Deliverable 14: General Operational Support	2026/2027 (When required)
Year 2 (2027-2028)	Deliverable 1: 3 to 5 audits & inspections in relation to natural gas networks and CNG assets	2027/2028 (Dates TBC)
	Deliverable 2: 4 audits & inspections in relation to LPG undertakings and 30 inspections of LPG networks, each requiring ½ to 1 day of work	2027/2028 (Dates TBC)
	Deliverable 3: audits and inspections in relation to downstream gas activities	2027/2028 (if required)
	Deliverable 4: Review/development of technical documents in relation to natural gas	2027/2028 (Dates TBC)
	Deliverable 5: Review/development of technical documents in relation to LPG	2027/2028 (Dates TBC)
	Deliverable 6: Review/development of technical documents in relation to downstream activities	2027/2028 (Dates TBC)
	Deliverable 7: Provision of Technical Support in relation to natural gas	2027/2028 (When required)
	Deliverable 8: Provision of Technical Support in relation to LPG	2027/2028 (When required)
	Deliverable 9: Provision of Technical Support in relation to downstream gas activities	2027/2028 (When required)
	Deliverable 10: Provision of a call handling service 24/7	2027/2028
	Deliverable 11: Incident Investigation	2027/2028 (If required)
	Deliverable 12: Enforcement Actions	2027/2028 (If required)

	Deliverable 13: Knowledge Transfer Activities	2027/2028 (Dates TBC)
	Deliverable 14: General Operational Support	2026/2027 (When required)
Year 3 (2028-2029)	Deliverable 1: 3 to 5 audits & inspections in relation to natural gas networks and CNG assets	2028/2029 (Dates TBC)
	Deliverable 2: 4 audits & inspections in relation to LPG undertakings and 30 inspections of LPG networks, each requiring ½ to 1 day of work	2028/2029 (Dates TBC)
	Deliverable 3: audits and inspections in relation to downstream gas activities	2028/2029 (if required)
	Deliverable 4: Review/development of technical documents in relation to natural gas	2028/2029 (Dates TBC)
	Deliverable 5: Review/development of technical documents in relation to LPG	2028/2029 (Dates TBC)
	Deliverable 6: Review/development of technical documents in relation to downstream activities	2028/2029 (Dates TBC)
	Deliverable 7: Provision of Technical Support in relation to natural gas	2028/2029 (When required)
	Deliverable 8: Provision of Technical Support in relation to LPG	2028/2029 (When required)
	Deliverable 9: Provision of Technical Support in relation to downstream gas activities	2028/2029 (When required)
	Deliverable 10: Provision of a call handling service 24/7	2028/2029
	Deliverable 11: Incident Investigation	2028/2029 (If required)
	Deliverable 12: Enforcement Actions	2028/2029 (If required)
	Deliverable 13: Knowledge Transfer Activities	2028/2029 (Dates TBC)
	Deliverable 14: General Operational Support	2026/2027 (When required)
Year 4 Extension (2029-2030)	Deliverable 1: 3 to 5 audits & inspections in relation to natural gas networks and CNG assets	2029/2030 (Dates TBD)
	Deliverable 2: 4 audits & inspections in relation to LPG undertakings and 30 inspections of LPG networks, each requiring ½ to 1 day of work	2029/2030 (Dates TBD)
	Deliverable 3: audits and inspections in relation to downstream gas activities	2029/2030 (if required)
	Deliverable 4: Review/development of technical documents in relation to natural gas and CNG	2029/2030 (Dates TBD)
	Deliverable 5: Review/development of technical documents in relation to LPG	2029/2030 (Dates TBD)
	Deliverable 6: Review/development of technical documents in relation to downstream activities	2029/2030 (Dates TBD)
	Deliverable 7: Provision of Technical Support in relation to natural gas and CNG	2029/2030 (When required)
	Deliverable 8: Provision of Technical Support in relation to LPG	2029/2030 (When required)
	Deliverable 9: Provision of Technical Support in relation to downstream gas activities	2029/2030 (When required)
	Deliverable 10: Provision of a call handling service 24/7	2029/2030
	Deliverable 11: Incident Investigation	2029/2030 (If required)
	Deliverable 12: Enforcement Actions	2029/2030 (If required)

	Deliverable 13: Knowledge Transfer Activities	2029/2030 (Dates TBC)
	Deliverable 14: General Operational Support	2026/2027 (When required)

Further details of the type of deliverables required under this contract are provided below:

"*Audits and Inspections*" may include (but is not limited to):

- Review/development of the audit's scope or inspection's scope,
- Conduct or assist in audits and inspections,
- Review/development of reports,
- Assist in following up the findings,
- Incorporating the findings into relevant technical documentation,
- Etc.

"*Review/development of technical documentation*" may include (but is not limited to):

- Review of Safety Case, Impact and Risk Assessment, risk analysis, Material Change Notification, etc.,
- Review/development of legislation, procedures, policies, guidelines, manuals, Declaration of Conformance Certificates, etc., among of which the revision of the CRU's Gas Safety Framework and of the Gas Safety Case guidelines,
- Incorporating the findings from audits and inspections as well as from gas incident investigations into relevant technical documentation,
- Etc.

"*Technical support*" may include (but is not limited to):

- General technical advice and guidance on CRU energy safety regulatory remit,
- Ad hoc provision of technical advice in relation to technical queries,
- Ad hoc provision of technical advice in relation to specific points of the technical documentation,
- Etc.

"*Investigation*" may include (but is not limited to):

- Emergency response to gas incident,
- Attendance at and investigation of gas incidents,
- Analyses of technical and/or physical evidence,
- Review/development of investigation report,
- Review of technical documentation during the investigation,
- Provision of technical support and advice in case of enforcement action,
- Etc.

"*Knowledge transfer*" may include (but is not limited to):

- Preparation of training content,
- Knowledge transfer in the form of presentations, reports, talks, etc.,
- Organisation of viewing/training on site,
- Etc.

"*General operational support*" may include (but is not limited to):

- Project management
- Contract management
- Support to potential interview
- Etc.

d. Distribution of tasks

In-House Resourcing:

The GSF and SSB Operations teams will retain responsibility for the overall coordination and management of Framework activities and of the SSB operations. This includes (but is not limited to) leading and participating in audits and inspections, reviewing/developing technical and regulatory documentation such as policies and procedures, notifications, and managing incident investigations. The teams will also oversee compliance assurance procedures and maintain strategic oversight of enforcement actions. Day-to-day operational decisions and policy development will be driven by the GSF and SSB Operations teams (and Policy &and Promotion team if required), with consultants engaged as needed to provide specialist input.

Gas Safety Officers will lead on all enforcement action recommendations with the approval at Head of Function level or above.

External Resourcing

Consultants will be engaged to provide expert technical advice and support across the gas safety activities. This includes conducting detailed assessments of safety cases and other technical/regulatory documentation, offering technical advice on the gas safety regulatory remit, supporting audits and inspections alongside the GSF and SSB Operations staff, and contributing to incident investigations. Consultants may also be called upon to review performance reports, advise on enforcement actions, and contribute to policy, procedure and other relevant documentation. Additionally, as requested, they will support knowledge transfer through informal guidance, formal training and assist in the continuous improvement of the teams' responsibilities by proposing and drafting amendments to relevant documentation.

6. Resourcing Requirements

Tenderers must:

- demonstrate the appropriateness of the resources in their response, and how their proposed team has the experience and expertise to meet the needs and requirements of the CRU having regard to the nature of the services required and the sphere in which the CRU operates.
- provide evidence of expertise and/or experience in each area listed in section 4.b above and give examples of projects relevant to these areas that were initiated and/or completed within the last 5 years. They must also demonstrate whether the resources used on the projects will be available to respond to the CRU requirements or if they were replaced accordingly to fulfil the CRU requirements.
- provide an organisational chart of resources who will be mobilised to fulfil the CRU requirements and highlight why the size / composition and the expertise of the team is of benefit to the CRU for this engagement. The team proposed to deliver the services should be experienced in the delivery of services required under this Contract.
- demonstrate how relevant resources will be mobilised to provide support for both planned and unplanned work.

The proposed individual experts for each of the areas listed in section 4.b (as well other specialist areas the Tenderer deems appropriate) should be specified. The CRU will assess the CVs of all staff proposed to carry out work aligned with the requirements (Individuals can be nominated under multiple areas).

The CRU reserves the right to request that the successful Tenderer nominates individual expert(s) for specific areas if required (e.g. expert in Carbon Capture Utilisation and Storage, etc.).
This approach ensures that the CRU can efficiently request technical support from the appropriate individuals where the situation is urgent, or the general technical support expert is unavailable.
Where an individual does not meet the required standard for the role, the individual will not be permitted to undertake that role and the Contractor will be required to identify and propose another resource. Tenderers should state how they will avoid and manage any conflicts of interest regarding nominated experts, and any additional staff as required, in accordance with Appendix 5 Schedule A Clause 20.

To guide Tenderers in terms of resources planning, an estimate of the number of associated days of technical support to be provided under this contract is provided below.
It should be noted that:

- multiple disciplines will make up the days, e.g. the review/development of technical documentation is estimated in lot one as 70 days which would be split between experts in e.g. Technical Safety, Risk Assessment, Systems and Facilities, Policy Analyst, etc.
- the revision of the CRU's Gas Safety Framework and of the Gas Safety Case Guidelines is expected to commence in 2027. These workstreams have implications across all industries (i.e. natural gas & CNG/LPG/downstream gas activities). The estimate resources in working days for such revision are 90 days per workstream, or roughly 90 days per year, which are included under the deliverable "*Review/development of technical documentation*" of the three tables below.
- the estimate below does not account for potential incident investigations, which may require urgent mobilisation of multiple technical specialists for extended periods. Therefore, the successful Tenderer must demonstrate their capability to support both scheduled and reactive work, ensuring flexibility and resilience in service delivery.

Yearly estimated resources requirement (days) for supporting natural gas (including biomethane and RNG) and CNG activities	
Audits and Inspections	18
Review/development of technical documentation	70
Technical support	6
Call handling 24/7	N/A*
Investigation	5**
Knowledge transfer	3
General support	8

Yearly estimated resources requirement (days) for supporting LPG activities	
Audits and Inspections	48
Review/development of technical documentation	95
Technical support	6
Call handling 24/7	N/A*
Investigation	5**
Knowledge transfer	3
General technical support	8

Yearly estimated resources requirement (days) for supporting downstream gas activities	
Audits and Inspections	10
Review/development of technical documentation	28
Technical support	10

Call handling 24/7	N/A*
Investigation	5**
Knowledge transfer	3
General technical support	4

*Non-applicable as this service is expected to be a monthly flat rate.
**Outlined resources are indicative of day-to-day operations without factoring in contingency requirements post gas incident.

For information, the applicable professional grades levels and associated descriptions are as follows:

Professional Grade	Consulting Profile	Indicative characteristics
Level 5	Managing Director / Partner / Subject Matter / Expert	Extensive achievement in their specialist field, and possessing a recognised record of consistently and extensively delivering valued services to clients in wide-ranging, complex and business-critical contexts. Highly-attuned to client needs and client contexts, consistently applying strategic insight and leadership qualities to both client contexts and consultancy teams. In depth knowledge of the public sector, of current policy, political issues affecting it and/or international perspective on industry or sector trends and challenges. Likely to have more than 15 years' experience as a professional consultant.
Level 4	Director/ Principal Consultant / Principal Engineer / Lead Advisor / Workstream Coordinator	Recognised expert in specialist field(s) with a proven and extensive track-record of valued and high-quality consultancy delivery. Highly experienced manager of a project and client portfolios, and in-depth familiarity and appreciation of the public sector, current policy and political issues. Fully engaged in all aspects of project planning, budgeting, project management, risk management, project delivery and quality assurance, and in leading and managing teams and developing the experience and capability of others. Likely to have more than 10 years' experience as a professional consultant.
Level 3	Manager / Senior Consultant / Senior Engineer	Extensive experience in the planning and management of engagements and projects with responsibilities that include quality assurance and client satisfaction. Substantial proven experience in specialist fields of capability, and proven understanding of the needs of clients and how to ensure service value is delivered. Highly-proficient in project and client relationship management. Likely to have more than 7 years' experience as a professional consultant.
Level 2	Consultant/ Engineer	Professional consultant with areas of specialist capability and expertise. Well-practised in client-facing roles, and significant involvement in projects and working in larger teams. Likely to have more

		than 3 years' experience as a professional consultant.
Level 1	Junior Consultant / Engineer / Analyst	Professional and capable junior professional, with demonstrable experience in consultancy projects, undertaking specific tasks and with specific responsibilities, including in project proposals and project delivery. Likely to have 0-1 years' experience as a professional consultant.

7. Reporting & Contract Management

a. Contract management / performance review arrangements

The provision of the consultancy services will be on a drawdown basis, which will be utilised by the CRU over an initial 24-month period, with the option of one 2-years extension.
It is envisaged that the successful Tenderer will submit a quarterly performance report to the CRU to monitor their services delivery performance.
The reporting and contract management arrangements will be agreed between the contracting authority and the successful Tenderer at the project kick-off meeting.

b. Appointment of a Lead Advisor

For managing the contract, the successful Tenderer must assign a Lead Advisor (LA) who will act as the primary point of contact of the CRU Contract Manager. This role may be carried out by a member of the technical or regulatory support team and must be at Level 5 Grade, as described in section 6 of this Appendix. The successful Tenderer must nominate and furnish details of a dedicated LA who will oversee the effective and efficient operation of all aspects of the contract. The LA must be a senior resource with more than 10 years' experience and must have the authority to engage with, and agree all relevant matters with, the CRU Contract Manager. Tenderers must submit a CV for the role of Lead Advisor.

Initially the GSF team proposes to meet the Lead Advisor (LA) on a monthly basis. Frequency can be reduced or increased depending on urgency of matters etc.

The LA will be responsible for ensuring that all requirements of the RFT are delivered in the most optimal manner. This responsibility includes active participation in dealing with and reporting on:

- Satisfaction levels and work quality,
- Performance reviews and delivery of key performance indicators (KPIs),
- Service continuity and succession planning,
- Quality assurance and risk management,
- Timesheets and invoices monitoring,
- Preparing management information reports and any other required reports, and
- Liaising with the CRU to ensure the efficient and effective delivery of services, including responsibility for the outputs of all team members.

In addition, the LA will act as the primary point of contact with the GSF, SSB Operations and P&P teams for general technical and regulatory support and advice, and for agreeing arrangements for accessing more specific technical expertise on a call-down basis. A qualitative assessment of proposed technical support personnel will be conducted as part of the Purchase Order (PO) award process.

The following will apply to the LA role under the contract:

- Where appropriate, the LA may input into the development of CRU schedules.
- The CRU will provide the LA with an up-to-date work plan covering the duration of the contract and will advise of any potential or upcoming changes at the earliest opportunity.

- The LA will ensure that the CRU is made aware of any periods where utilised personnel will be unavailable (e.g., planned leave).

For all other technical and/or regulatory advice requirements, the following contract management arrangements will apply:

- The CRU will set out the technical and/or regulatory advice/support requirements (e.g., conducting a safety case assessment, developing the scope of an audit, etc.) and issue these to the LA.
- The LA will provide an estimate of the maximum number of technical and/or regulatory support days required, the type of expertise needed (e.g., Pipeline Specialist, Transmission Specialist, Distribution Specialist, Policy Analyst, etc.), and the agreed work scope and deliverables, where appropriate, to the Contract Manager.
- A schedule of deliverables and milestones, including the associated specialist support days, will be agreed between the Contract Manager and the LA.
- The LA will be required to submit monthly timesheets and estimate to CRU within 15 working days of the end of the month. The CRU Contract Manager will review the timesheets and query where necessary. Once agreed by the CRU Contract Manager, the LA will invoice the CRU for that month in line with the agreed timesheets.
- The LA will be required to submit a quarterly performance report including their performance against the following KPIS, the risks and challenges faced as well as proposed mitigation and solutions, and a financial statement on the actual spend compared to the expectations. It is expected that such report will be drafted and agreed by the CRU and by the successful Tenderer at contract negotiations stage.

c. Appointment of a Workstream Coordinator

For most of the agreed workstreams, the successful Tenderer must also assign a Workstream Coordinator to coordinate the work of the technical support team or of the regulatory support team (when required). The Coordinator will act as the single point of contact with the CRU, will ensure that the technical support team or regulatory support team delivers work to schedule and in line with CRU requirements and the agreed PO, and will manage all communication between the CRU team and the technical or regulatory support teams. This role may be carried out by a member of the technical or regulatory support team and must be at Level 4 Grade, as described in section 6 of this Appendix.

8. Key Performance Indicators (KPIs)

The KPIs, described below, aim at ensuring efficient contract management and at measuring the Contractor performance. They will be assessed throughout and will inform a formal decision after the first 2 years of the contract and its performance.

The successful Tenderer will be required to submit quarterly performance reports including their performance against the following KPIS, the risks and challenges faced as well as proposed mitigation and solutions, and a financial statement on the actual spend compared to the expectations.
It is expected that such report will be drafted and agreed by the CRU and by the successful Tenderer at contract initiation stage.

The table below describes the KPIs in details.

Attendance

KPI 1	Audit and inspection attendance rate
Description	The CRU and the Contractor will discuss and agree on an annual inspection and audit plan including provisional dates. This KPI will measure the ability

	and availability of the Contractor to attend audits and inspections planned by the CRU.
Calculation	= (A/B) x 100 where: A is the total number of dates for an audit or inspection proposed by the CRU and met by the Contractor [the Contractor is allowed to decline the proposed dates only once per audit/inspection]. B is the total number of dates for an audit or an inspection proposed by the CRU.
Target	100%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

KPI 2	**Resources availability rate**
Description	The CRU and the Contractor will discuss and agree on a yearly work plan including provisional dates. This KPI will measure the ability of the Contractor to mobilise relevant resources on the workstreams planned by the CRU within the agreed timeframe. The workstreams and the timeframes will be agreed in advance.
Calculation	= (A/B) x 100 where: A is the total number of times when the relevant resources for planned workstreams are mobilised within the agreed timeframe is met [the Contractor is allowed to rearrange resources only once per workstream]. B is the total number of times the CRU requests the Contractor to mobilise relevant resources for planned workstreams.
Target	100%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Delivery of reports/documents

KPI 3	**Document delivery within the agreed timeframe**
Description	The Contractor may be required to develop and submit reports, technical documents, etc. to the CRU. This KPI will measure the number of reports, documents, etc. submitted by the Contractor to the CRU within the agreed timeframe. The documents and the delivery timeframes will be agreed in advance. This KPI will apply (but is not limited to): - Audits and Inspections reports - Technical documents such as guidelines, policies, procedures, etc. - Investigation reports - Etc.
Calculation	= (A/B) x 100 where: A is the total number of reports, technical documents, etc. developed and submitted by the Contractor to the CRU within the agreed timeframe. B is the total number of reports, technical documents, etc. developed and submitted by the Contractor to the CRU.
Target	>90%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Quality assessment

KPI 4	**Quality assessment of reports, technical documents, etc.**

Description	The Contractor may be required to develop and submit reports, technical documents, etc. to the CRU. The CRU will review these reports and assess the content. This KPI will measure the number of reports, technical documents, etc. requiring further work after one CRU review. This KPI will apply (but is not limited to): - Audits and Inspections reports - Technical documents such as guidelines, policies, procedures, etc. - Investigation reports - Etc.
Calculation	= (A/B) x 100 where: A is the total number of reports, technical documents, etc. developed and submitted by the Contractor requiring further work after one CRU review. B is the total number of reports, technical documents, etc. developed and submitted by the Contractor to the CRU.
Target	<10%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Resolution time

KPI 5	Documents review turnaround within the agreed timeframe
Description	The Contractor may be required to review reports, technical documents, etc. produced by the CRU or by third parties and submit their comments within a timeframe. This KPI will measure the number of reports, technical documents, etc. reviewed by the Contractor within the agreed timeframe. The timeframe will be agreed in advance. This KPI will apply (but is not limited to): - Audits and Inspections reports - Technical documents such as guidelines, policies, procedures, etc. - Investigation reports - Safety Case - Impact and Risk Assessment - Performance reports - Etc.
Calculation	= (A/B) x 100 where: A is the total number of reports, technical documents, etc. reviewed by the Contractor and submitted to the CRU within the agreed timeframe. B is the total number of reports, technical documents, etc. reviewed by the Contractor and submitted to the CRU.
Target	>95%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

KPI 6	Resolution time to technical query within 5 working days
Description	The Contractor may be required to respond to technical queries from the CRU. This KPI will measure the average time for the Contractor to provide an effective response to the request after notification from the CRU.
Calculation	= (A/B) x 100 where: A is the total number of queries resolved within 5 working days. B is the total number of queries submitted to the Contractor by the CRU.
Target	100%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Investigation

KPI 7	Investigation initiation time within 2 days
Description	The Contractor may be required to take part or lead investigation in relation to gas incidents. This KPI will measure the Contractor's response time to such requests.
Calculation	= (A/B) x 100 where: A is the total number of CRU investigation requests related to gas incident which were initiated within 2 days after notification. B is the total number of CRU investigation requests related to gas incident.
Target	100%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Contract Management

KPI 8	Timeliness for timesheets submission within 15 working days of the end of the month and for invoices submission within 5 working days after CRU approval
Description	The Contractor will be required to submit monthly timesheets and estimate to the CRU which will be reviewed and query by the CRU where necessary, as well as invoices once the timesheets have been approved by the CRU. The KPI will measure the number of timesheets submitted by the Contractor to the CRU within 15 working days of the end of the month and the number of invoices submitted within 5 working days after the CRU approval.
Calculation	= (((A/B) x 100) + ((C/D) x 100))) / 2 where: A is the total number of timesheets submitted by the Contractor to the CRU within 15 working days of the end of the month. B is the total number of timesheets submitted by the Contractor to the CRU. C is the total number of invoices submitted by the Contractor to the CRU within 5 working days after CRU approval. D is the total number of invoices submitted by the Contractor to the CRU within 5.
Target	>90%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

9. Knowledge Transfer Requirements

The successful Tenderer will ensure effective transfer of knowledge to the relevant CRU team(s) throughout the engagement. The aim of ongoing knowledge transfer is to facilitate transfer of relevant knowledge and expertise to CRU staff members. The successful Tenderer will also be required to:

- Work closely with CRU to develop the skillset of CRU staff and transfer knowledge during the course of the engagement. This may include one-on-ones with team members to brief them individually.
- Provide presentations, for training purposes, to CRU staff members as requested.
- If possible and if required, arrange site visits.

The successful Tenderer must ensure that any knowledge transfer is supported by training documentation. The CRU expects that the successful Tenderer creates a library of this documentation over the duration of the contract to be submitted to the CRU.

Tenderers must demonstrate:

- their approach to transferring knowledge and skills to the CRU,
- describe the formal and informal mechanisms / methodologies to build knowledge and skills transfer into service delivery (as value-add service).

10. Records Manager System Requirements

The nature of the CRU work within the scope of this contract will require the successful Tenderer to have access to specified CRU documentation such as safety cases or policy. While it is envisaged that the CRU sets up a secured shared space to allow the temporary storage of documents under progress, the successful Tenderer is allowed to propose an alternative solution which will be discussed and agreed before the commencement of the contract. However, the successful Tenderer will also be required to ensure that the CRU specified documentation is held in a secure location on their systems. Access will be limited to those persons who have been approved by the CRU to carry out work under this contract. The successful Tenderer will be required to maintain a register of approved personnel who have this access and to alert CRU to updates to the register as personnel are added or removed.

11. Proposals for Decarbonisation, Environmental Sustainability and Social Considerations as part of service delivery

In addition to 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 law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016, Tenderers are required to demonstrate that adequate measures are in place to ensure the delivery of a sustainable, environmentally friendly and socially considerate service.

Based on the specification detailed above, Tenderers must describe their approach to the sustainability and improving social value of business operations as it applies to the delivery of the services required under this contract. Such approaches may include:

- Specific proposals to address the environmental impact of the services being delivered which result in measurable reductions in emissions, energy, resource use or equivalent.
- Focus on contract specific measures to reduce environmental impact (e.g., device power policies, cloud carbon optimisation, device circularity, certified disposal/WEEE, travel minimisation), and / or social measures (e.g., apprenticeships, upskilling, local SME participation in the service supply chain) linked to delivery.
- Quantify expected impacts/ how measured; e.g. a 12–24 months improvement roadmap with KPIs and quantified benefits.

12. Templates

a. Timesheet template

CRU - Gas Safety Framework Technical/Regulatory Consultancy Support Timesheet												
Period MM/YYYY												
Trans Id	Name	Grade	Date	Workstream	PO #	PO title	Category	Specific work description	Hrs	Days	Rate	Cost
												€ -
												€ -
												€ -
												€ -
												€ -
												€ -
												€ -
												€ -
Grand total												**€ -**

b. Contract Management template

CRU - Gas Safety Framework Technical/Regulatory Consultancy Support Timesheet						
Period MM/YYYY						
DELIVERABLES						
Deliverable	Description	Associated PO	Status	Due date	Date delivered	Notes
			Closed			
			In progress			
			Delayed			
PAYMENT						
PO#	PO title	PO Category	Timesheet delivery date	Invoice delivery date	Payment date	Notes

Appendix 2: Pricing Schedule

Tenderers are required to complete **Tender Response Document (TRD) Document C: Cost Award Criteria** noting the following**:**

Instructions	
Tender Response Document (TRD) – Document C applies to **011-03-628: Technical and Regulatory Consultancy Support for Gas Energy Safety**	
	Instructions for completion of Document C Cost Award Criteria (250 Marks) • Tenderers who wish to be considered for this competition must fully complete **all sections** of this document. • Tenderers are not permitted to include any additional Price Assumptions in their response. Any such information provided WILL NOT BE CONSIDERED.

Tenderers are required to confirm that the tender holds good for the period set out in paragraph 2.23.2 after the closing date for receipt of tenders. This period may be extended where the Tender validity period is extended pursuant to paragraph 2.23.3.

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: Commission for Regulation of Utilities
RE: Request for Tenders for the Provision of Technical and Regulatory Consultancy Support for Gas Energy Safety [011-03-628]

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 agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in the 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 Criteria 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 Services Contract 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 and paragraph 2.21.2 of the RFT.

Signed: (Authorised Signatory)	
Print Name	Click here and insert details
Position:	Click here and insert details
Company:	Click here and insert details
Address	Click here and insert details
	Click here and insert details
Date:	Click here and insert details

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Technical and Regulatory Consultancy Support for Gas Energy Safety [011-03-628]

Name of Tenderer:	Click here and insert name
Registered Office:	Click here and insert address
	Click here and insert address
	Click here and insert address

I, ________________________________, *[insert name of Declarant]* having been duly authorised by __________________ *[insert name of entity]*, sincerely declare that ______________________ *[insert name of entity]* itself or any person who has is a member of the administrative, management or supervisory body of _________________________ *[insert name of entity]* or has powers of representation, decision or control in _________________________ *[insert name of entity]*:

(a) Has never 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) Has never 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 ______________________ *[insert name of entity].*

(c) Has never 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) Has never 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) Has never 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) Has never 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.

(g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.

(h) 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.

(i) 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.

(j) Is not guilty of grave professional misconduct.

(k) Has not entered into agreements with other economic operators aimed at distorting competition.

(l) Is not aware of any conflict of interest due to its participation in the Competition.

(m) Has not had any prior involvement in the preparation of the Competition.

(n) Is not guilty of 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.

(o) 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.

(p) 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.

except to the extent expressly stated otherwise here:

[Please identify, if relevant, which of the above statements is applicable in the box provided above.]

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	**Name of Declarant in print or block capitals**

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

at ______________________ this __________ day of __________ 2026

(signed) Practicing Solicitor / Commissioner for the Oaths

Appendix 5: Services Contract

[Insert name of Contracting Authority]

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of Technical and Regulatory Consultancy Support for Gas Energy Safety

[011-03-628]

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

[Insert name of Contracting Authority], of [address] ("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 "Insert title of RFT" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number ___________of _____________dated insert date of RFT ("the RFT") the Client 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 Client 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 Client between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

C. This form of Agreement is based upon the OGP standard form Services Agreement, but modifications have been made to it both in clause 1 -24 of Schedules A and, if applicable, in clause 25 of Schedule A.

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:

   1.1 This Agreement and Schedules A to E~~D~~ attached hereto;

   1.2 The RFT;

   1.3 The Submission.

   In the event of any conflict between Schedule E and any other provision of this Agreement, Schedule E takes precedence and controls. All qualifications, assumptions and anything else contained in the Submission that makes it equivocal in any respect are, except to the extent expressly set out in a side letter signed by the CRU which refers to this clause, excluded from the Submission for the purposes of this Agreement and references to "Submission" in this Agreement are construed accordingly.

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 Rory Mee of CRU, The Exchange, Belgard Square North, Tallaght Dublin 24, D24 PXW0 Ireland; 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 has the right to unilaterally extend the Term for a period or periods of up to 24 months with a maximum of 1 (one) 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. If the Contractor comprises of more than one person, all of the provisions of this Agreement are entered into jointly and severally by each such person and each such person is jointly and severally liable for the Contractor's obligations and liabilities under or in connection with this Agreement.

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.

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

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

1.1 The Contractor undertakes to act with due care, skill, expertise 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 warrants to the Client that it shall require its agents and Subcontractors to exercise due care, skill, expertise 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.

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

1.2.1 provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;

1.2.2. 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;

1.2.3. comply with all local security and health and safety arrangements as notified to it by the Client; and

1.2.4. provide the Services in accordance with best 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.

1.3 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' acts, omissions and breaches and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1.2.4~~B(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. The Contractor shall ensure that its Subcontractors mentioned in its Submission are involved and provide the Services in the manner, and to the extent, set out in or contemplated by its Submission.

1.4 Without prejudice to clause ~~1C~~ 1.3, 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.

1.5 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.

1.6 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 commercial endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.

1.7 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.

1.8 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 and any replacements for the Contractor (following the expiration or termination of this Agreement in whole or in part) (a “**Replacement Contractor**”) indemnified from and against all losses, liabilities, costs, claims, demands, damages and/or expenses (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred or paid out by reason of, any claims made against the Client and/or any Replacement Contractor under the TUPE Regulations or otherwise by any Affected Employees. Affected Employees shall mean those employees and personnel of the Contractor and/or its Subcontractors in respect of whom the TUPE Regulations apply or are alleged to apply in connection with this Agreement.

1.9 The Contractor acknowledges and agrees that the Client is deemed to have fully relied on the Contractor’s skill, expertise and experience in providing the Services, all advice given by the Contractor in connection with or as a part of the Services and all matters relating to them.

1.10 The Client has no obligations, and has no liability (whether for breach of contract or other duty, negligence, or anything else) to the Contractor, in connection with this Agreement or the Services except as expressly stated in this Agreement.

2. KEY PERSONNEL AND SUBCONTRACTORS

2.1 The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel and Subcontractors as specified in the Submission ("Key Team Members"), assigned by it to provide the Services shall be available for the Term of this Agreement.

2.2 The Contractor will use the Key Team Members at all times in the provision of the Services and in the manner, and to the extent, set out in or contemplated by its Submission. The Contractor acknowledges that the Key Team Members are essential to the proper provision of the Services to the Client. The Contractor will provide the Client with access to each of the Key Team Members at all times. The Contractor will ensure that all of the Key Team Members comply with all safety and security requirements of the Client in relation to access to its premises, data, systems and infrastructure.

2.3 The Contractor shall ensure that its Subcontractors are bound by, and comply with, written terms and conditions of contract which reflect all applicable terms and conditions of this Agreement and are sufficient to enable the Contractor to comply with and discharge its obligations under this Agreement. The Contractor shall provide the Client with a copy of any subcontracts with its Subcontractors promptly upon request.

2.4 The Contractor will remove (and promptly replace in accordance with this Clause 2) any member of the Key Team Members or any other person or Subcontractor involved in the provision of the Services whose removal is requested in writing by the Client if it considers such person to be unsatisfactory or undesirable or if they become unable to provide the services.

2.5 The Client may not replace any of the Key Team Members without the Client's prior written consent to such replacement ("Replacement Team Member"). The Client may agree or refuse its consent at its discretion. The Client will only agree to the appointment of a proposed Replacement Team Member provided that the proposed replacement, in the Client's view, has no less experience, expertise, skills, and qualifications than the Key Team Member being replaced and, if it is a subcontractor, has sufficient economic and financial standing. Any such changes to the Key Team Members will only be effective if agreed to in writing by the Client.

2.6 The Contractor, subject to this clause 2, may not subcontract any of its rights and obligations under this Agreement to any third party without the Client's prior written approval.

3. PAYMENT

3.1 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. If the Services are being provided on a time basis, the Contractor shall ensure that the Services are performed in a cost efficient manner.

3.2 Discharge of the Charges is subject to the following:

3.2.1 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 10.1~~A~~ from time to time.

3.2.2 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 expressly excluded.

3..2.3 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 30 working days of receipt of invoice. In circumstances where no queries are raised within the said 30 working 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.

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

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

3.4 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 Client may 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.

3.5 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, except, if applicable, to the extent set out in Schedule C. The Contractor acknowledges and agrees that any costs or expenses chargeable to the Client in accordance with Schedule C must be properly incurred, reasonable, vouched and pre-approved by the Client.

3.6 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

4.1 The Contractor acknowledges, warrants, represents and undertakes that:

4.1.1 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;

4.1.2 it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

4.1.3 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;

4.1.4 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;

4.1.5 it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

4.1.6 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;

4.1.7 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;

4.1.8 Not Used

4.1.9 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~~ 4.1.9;

4.1.10 It has obtained all approvals, consents, licences, permissions, certificates, authorisations and agreements required under contract and/or applicable law which would prudently be obtained in accordance with best industry practice in connection with the performance of this Agreement and/or the provision of the Services.

4.2 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 4.1~~A~~ and, in any such case:

4.2.1 without limiting or affecting clause ~~4(B)(2)~~4.2.2~~1~~, to comply with all reasonable directions of the Client with regard thereto; and

4.2.2 the Client may terminate this Agreement.

4.3 The Contractor acknowledges, warrants, represents and undertakes that:

4.3.1 it can, and will, fully meet, satisfy and comply with the RFT, Specification and Submission in providing the Services and performing its other obligations under this Agreement;

4.3.2 it will perform the Services using persons with all necessary experience, qualifications, skills, expertise, training and language skills and whom are fully acquainted with the Services and all requirements related to their role; and

4.3.3 the Services and any materials and goods supplied to the Client in providing the Services are, and will be in accordance with the scope of the Agreement.

5. REMEDIES

5.1 The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, liabilities, costs, claims, demands, damages and/or expenses which the Client may suffer, pay out or incur arising out of or in connection with any:

5.1.1 death, personal injury or sickness of any person; and/or

5.1.2 loss, theft of or damage to any property of the Client or other person,

which results from or arises out of the act or omission, breach of contract and/or negligence by the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility. The terms of this clause 5.1~~A~~ shall survive termination of this Agreement for any reason.

5.2 Subject to clause ~~5(E)(1)~~ 5.5.1, neither Party is liable for any indirect or consequential loss. However, this does not limit or affect the Contractor's liability for any direct losses including, amongst other things, any liability of the Client to any third parties arising out of or as a result of any breach of this Agreement, wilful misconduct or negligence of the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility.

5.3 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.

5.4 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. The acceptance or payment by the Client in respect of any matter or deliverable does not limit or affect the Client's rights and remedies under or connection this Agreement.

5.5 5.5.1 Nothing in this Agreement excludes or limits the liability of the Contractor:

5.~~.~~5.1.1 arising out of or in connection with fraud or fraudulent misrepresentation;

5.5.1.2 arising out of or in connection with death, sickness or personal injury to any person arising as a result of the negligence or other acts or omissions of the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility;

5.5.1.3 arising out of or in connection with any breach of, or under, any of the provisions in clause ~~5A(1)~~ 5.1.1, ~~and /or~~ clause 20 (Conflicts), and/or Schedule E (Data Processing Addendum);

5.5.1.4 arising out of or in connection with any abandonment or deliberate breach of any provision of this Agreement by the Contractor, its

Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility;

5.5.1.5 arising out of or in connection with any wilful misconduct by the Contractor, its Subcontractors or either of their employees or agents or any other person for which the Contractor has responsibility;

5.5.1.6 to the extent that the liability or matter is or ought to be covered by the insurance to be maintained by the Supplier pursuant to clause ~~4(A)(9)~~ 4.1.9 (provided that this only applies up to the level of cover of insurance required to be maintained pursuant to clause ~~4(A)(9)~~ 4.1.9; and/or

5.5.1.7 to the extent prohibited by applicable law.

5.5.2 Subject to clause ~~5(E)(1)~~ 5.5.1, the limit of each Party's aggregate liability to the other Party under this Agreement (whether under statute, tort, equity or common law) shall not under any circumstances exceed one hundred per cent (100%) of the Charges projected to be payable over the maximum Term of this Agreement.

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

("the Retention Amount") which Retention Amount shall not at any given time exceed 5 per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause ~~5F~~ 5.6 shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement. The Client shall not unreasonably withhold the Retention Amount.

5.7 Not Used.

5.8 Not Used.

6. INTELLECTUAL PROPERTY

6.1 The Contractor (and any other third party) has no, and will not, acquire any, right, title or interest in or to the Intellectual Property of Client or its third party licensors pursuant to this Agreement, except subject to and in accordance with Clause 6.5 (Intellectual Property).

6.2 Both Parties agree to respect the pre-existing Intellectual Property of each other and the Intellectual Property of its third party licensors and neither the Contractor nor the Client will not act or omit to act in any manner which adversely affects either of their pre-existing Intellectual Property.

6.3 Not Used

6.4 The Contractor irrevocably and unconditionally waives, and undertakes to procure the waiver of, all moral rights in respect of the Services (including the Services IP) to which it may now or at any time in the future be entitled, whether under the Copyright and Related Rights Act 2000 to 2007 (as amended) or under any similar laws in force from time to time in any part of the world in favour of Client, its employees, servants, agents, contractors, licensees, assignees and designees.

6.5 Client hereby agrees to grant the Contractor, subject to the Client Contact's prior written consent in any case (which consent will not be unreasonably delayed or withheld by Client), a revocable non-exclusive, non-transferable, limited licence to use Intellectual Property owned by Client solely to the extent necessary for the Contractor to provide the Services in accordance with this Agreement, and not for any other purpose. This licence will immediately cease upon the earlier of its termination by Client or the termination or expiry of this Agreement (or earlier to the extent that any such Intellectual Property is not required by Contractor for the purpose of fulfilling its obligations to provide the Services under this Agreement).

6.6 Not Used.

6.7 The Contractor acknowledges and agrees that the Services IP to the extent considered necessary by Client acting reasonably may be used, publicised and made available to the public by Client in such manner as it sees fit at its absolute discretion.

6.8 The Contractor warrants, represents and undertakes that:

6.8.1 it has the right to grant, assign, convey and set unto, Client as the case may be, all rights, licences, interests in and to all Intellectual Property granted by it under this Agreement; and

6.8.2 the normal use and possession by Client or any other person in accordance with this Agreement of any Intellectual Property supplied, procured, made available, generated, created or used by or on behalf of the Contractor under this Agreement and/or in connection with the Services (including the Services IP and Background IP) does not, and will not, infringe the Intellectual Property of any third party.

6.9 The Contractor hereby indemnifies and shall hold harmless and keep Client (and its officers, employees, contractors and agents and the State) fully and effectively indemnified on demand from and against any liabilities, costs, demands, damages, losses, fines, awards, claims and/or expenses howsoever arising which Client (and its officers, employees, contractors and agents and the State) may suffer, sustain, incur or pay out arising out of or in connection with any breach of the warranty in Clause 6.8 (Intellectual Property) and/or any threat or claim that the normal use or possession by Client (or any other person in accordance with this Agreement) of the Services, Background IP and/or Services IP infringes the rights of any third party. This indemnity survives the termination or expiration of this Agreement.

6.10 In this Clause 6:

"Background IP" means all Intellectual Property that is owned by or licensed to the Contractor and which is or has been developed independently of, and not for the purposes of, this Agreement, the Services (whether prior to, on or after the Effective Date).

"Intellectual Property" means all intellectual property rights including, without limitation, any copyright, database rights, sui generis database rights, discoveries, concepts, domain names, rights in domain names, patents, patent rights, secret or other processes, utility models, technologies, know how, inventions, ideas, goodwill, improvements, information, trade secrets, rights in confidential information, all copyright works, business methods, designs, trade marks, service marks, business names, trade names, trade dress, literary, dramatic, musical and artistic works anywhere in the world existing now or in the future (whether any of the foregoing is registered or unregistered and including any application or right of application or right of renewal in relation to any of them) and any related goodwill.

"Services IP" means any and all Intellectual Property created by or on behalf of the Contractor arising out of or in connection with the Services and/or this Agreement before, on or after the Effective Date but which excludes the Background IP.

7. CONFIDENTIALITY

7.1 Each of the Parties to this Agreement agrees to hold securely and 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:-

7.1.1 its professional advisers subject to the provisions of this clause 7; or

7.1.2 as may be required by law; or

7.1.3 as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or

7.1.4 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.

7.2 The Contractor shall not use the Confidential Information except for the purposes of performing its obligations under this Agreement. 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:

7.2.1 in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or

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

7.2.3 is independently developed by the disclosing Party without access to or use of the Confidential Information; or

7.2.4 is lawfully received by the disclosing Party from a third party (with full right to disclose).

7.3 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.

7.4 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.

7.5 The Contractor shall comply with the Data Processing Addendum set out in Schedule E.~~Not Used.~~

7.6 The terms of this clause 7 and the Data Processing Addendum set out in Schedule E, shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

8.1 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 8.2~~B~~ 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.

8.2 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:

8.1.1 the nature of the Force Majeure Event;

8.1.2 the anticipated delay in the performance of obligations;

8.1.3 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.

8.3 If the Force Majeure Event continues for 14 calendar days the Client may terminate at 14 days' notice.

8.4 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.

8.5 The Contractor is not entitled to invoke the provisions of this clause 8 to the extent that:

8.5.1 the Force Majeure Event is attributable to its or its Subcontractors' or either of their personnel's negligence, breach of this Agreement or misconduct; or

8.5.2 the Contractor or its Subcontractors failed to take reasonable precautions, in accordance with best industry practice, against the occurrence of such Force Majeure Event or its consequences.

9. TERMINATION

9.1 This Agreement may be terminated by the Client, without liability for compensation or damages, by serving 1 (one) months written notice to the Contractor.

9.2 Either Party shall have the right (in addition to its rights under clause 9.1~~(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:

9.2.1 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;

9.2.2 if the other Party is unable to pay its debts as they fall due, becomes insolvent, becomes bankrupt, enters into examinership or administration or has a petition presented for examinership or administration, is wound up, commences winding up or has a petition presented for its 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 or similar effect;

9.2.3 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

9.2.4 in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

9.3 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:

9.3.1 the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;

9.3.2 the Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72 of the Regulations; or

9.3.3 the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties governing the European Union or these Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;

9.3.4 a Subcontractor identified in the Submission as a provider of a part of the Services ceases, or threatens to cease, to provide the Services in the manner, and to the extent, set out in or contemplated by the Contractor's Submission' and/or

9.3.5 the Contractor is in breach of any of the provisions of clause 6 (Intellectual Property), clause 7 (Confidentiality) and/or the Data Processing Addendum in Schedule E.~~.~~

9.4 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.

9.5 On completion or termination of this Agreement, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession.

9.6 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 procurement of services that are the same or similar to the Services and are to be performed upon expiry of the Term or earlier termination of this Agreement for whatever cause.

9.7 Where the Client has a right of termination under any provision of this Agreement, the Client is entitled, at its discretion, to terminate this Agreement and/or the Services in whole or in part.

9.8 If the Agreement is terminated (or rendered ineffective pursuant to a Court order):

9.8.1 the Client is liable only to pay the Contractor charges and fees directly attributable to the proportion of the Services properly completed in accordance with this Agreement prior to the date of termination; and

9.8.2 the Contractor will immediately pay the Client in respect of any fees and changes paid in advance in respect of Services to be provided after the date of termination.

10. CONTRACT MANAGEMENT

10.1 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.

10.2 The Contractor agrees to:

10.2.1 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;

10.2.2 maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

10.2.3 comply with all reasonable directions of the Client; and

10.2.4 comply with the service levels and performance indicators set out in Schedule D.

10.3 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 documents and records and to conduct audits 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, except where it verifies or reveals non-compliance by the Contractor with the provisions of this Agreement.

11. DISPUTES

11.1 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.

11.2 The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to Loretta Joyce within the Client respectively.

11.3 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.

11.4 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 or unwilling to act, apply to CEDR Ireland to appoint a mediator.

11.5 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.

11.6 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.

11.7 For the avoidance of doubt (but subject to clause 11.8~~(H)~~), the obligations of the Parties under this Agreement shall not cease, be suspended or delayed as a result of a Dispute, the operation of this clause 11 or by the reference of a Dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

11.8 Nothing in this clause 11 prevents the Client from terminating this Agreement (in whole or in part) in accordance with its terms.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

12.1 This Agreement, and all disputes and matters arising out of or in connection with it, (including as to its formation, existence, operation, performance and termination) 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 such disputes.

12.2 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

13.1 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.

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

13.2.1 if personally delivered, at the time of delivery;

13.2.2 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

13.2.3 if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT

Any assignment to a third party or other transfer of the Contractor’s rights or obligations under this Agreement requires the prior written consent of the Client.

15. ENTIRE AGREEMENT

This Agreement, including, where applicable, any side letter referred to in it, 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. The Contractor acknowledges and confirms that it has not relied upon, and has no remedies in respect of, any statements, terms, conditions, promises, warranties or representations other than those expressly set out in Schedule A of this Agreement.

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

20.1 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 conflict of interest in relation to the Services and its obligations undertaken under this Agreement, except (if applicable) to the extent set out in a separate conflict of interest disclosure letter that expressly refers to this clause (and, in which case, the Contractor shall comply with any conflict of interest mitigation or management measures, procedures and protocols set out or referred to in such conflict of interest side letter). The Contractor hereby undertakes to notify the Client immediately should any 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. A "conflict of interest" in this Agreement means any actual, potential or perceived conflict of interest or bias or any other factor, whether arising through personal interest, current or prospective contractual obligations or any other activity or association that the Contractor, Subcontractors or any of their personnel or subcontractors has which could compromise the independence of the Contractor in its performance of the Services or any aspect of the Services or Agreement and any of their subject matter or which could create the perception that the independence of the Contractor in its performance of the Services might be so compromised and includes, without limitation:

20.1.1 a substantial pecuniary interest (whether by way of a shareholding or otherwise) in any person regulated by the Client or potentially affected by any decisions of the Client;

20.1.2 an agreement (whether oral or written) with any person regulated by the Client or potentially affected by any decisions of the Client or which represent any persons regulated or potentially affected by decisions of the Client; and/or

20.1.3 a position of employment, directorship (whether executive or non-executive) or any position of emolument with any person regulated by the Client or potentially affected by any decisions of the Client or which represent any persons regulated or potentially affected by decisions of the Client.

20.2 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.

20.3 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 Prevention of Corruption Acts, 1889 to 2005 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

21.1 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.

21.2 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

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

22.2 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.

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

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

22.4.1. 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

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

22.5 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

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

24.1 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.

24.2 The change control procedures set out in this clause will apply to all changes irrespective of whether the Contractor or the Client proposes the change. The Contractor acknowledges and agrees that rates, unit prices or similar no higher than the rates, unit prices or similar set out in Schedule C shall apply to any change.

24.3 A change control notice ("Change Control Notice") shall, upon request by the Client, be prepared by the Contractor for all change requests. The Contractor shall provide the Client with a duplicate counter-signed copy of the Change Control Notice providing an outline description of the change requested, the rationale for the change, the effect and impact that the change will have on the Services (where ascertainable) and otherwise, the cost impact of the change and timeline for implementation of the change.

24.4 All Change Control Notices proposing changes to this Agreement must promptly be submitted by the Contractor for review to Client.

24.5 The Client must indicate its acceptance or rejection of the Change Control Notice within a reasonable timeframe of its completion and submission for review. The Client shall either counter-sign the duplicate Change Control Notice or reject the Change Control Notice.

24.6 On counter-signing of a Change Control Notice by the Client, this Agreement shall be amended by the Change Control Notice.

24.7 In the event that the Client rejects the Change Control Notice, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

24.8 Where the Client proposes a change and there is a material cost in preparing a Change Control Notice, the Contractor and the Client will agree a reasonable charge in advance for investigating each proposed change and preparing each estimate, whether or not the change is implemented. If the Client's request for any change is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay provided and to the extent that it informed the Client at the time of the change request of the likelihood of such a delay and will be entitled to an extension of time equal to not less than the period of the delay to that extent.

25. DATA PROTECTION AND SECURITY

~~25.1~~

~~The Contractor shall at all times comply with all applicable national and EU data protection legislation (including but not limited to Regulation (EU) 2016/679 (the General Data Protection Regulation)) and any guidance, codes of practice or other regulatory requirements issued by the Data Protection Commission (DPC) from time to time (together the 'Data Protection Laws'.~~

25.1 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 Commissioner 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;

25.2~~2~~	The Contractor shall comply with all applicable requirements of the Data Protection Laws.~~Without prejudice to the generality of clause 25A above, where the Contractor processes Personal Data for the purposes of providing the Services under this Agreement, the Contractor shall comply with all obligations applicable to its role under the Data Protection Laws, whether acting as a Controller, Joint Controller or Processor, as applicable.~~
25.3~~3~~	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.~~The provisions of this clause 25 shall survive termination, completion and or expiry of this Agreement for any reason.~~
25.4	Without prejudice to the generality of clause 25.2, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement: - 25.4.1. process that Personal Data only on the written instructions of the Client; 25.4.2. 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); 25.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; 25.4.4 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; 25.4.4.1 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); 25.4.4.2 the data subject has enforceable rights and effective legal remedies; 25.4.4.3 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 25.4.4.4 The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

25.5	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).
25.6	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.
25.7	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.
25.8	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.
25.9	The Contractor shall permit the Client, 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.
25.10	The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Client from time to time.
25.11	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.
25.12	The Contractor shall: - 25.12.1 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; 25.12.2 ensure that a back-up copy of any and all such Personal Data is made [insert frequency at contract completion] 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 25.12.3 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.

25.13	The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
25.14	Save for clauses 25.2, 25.3, 25.4.4 and 25.5, 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.
25.15	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

The following are the anticipated service levels for this contract:

Key Performance Indicators (KPIs)

The KPIs, described below, aim at ensuring efficient contract management and at measuring the Contractor performance. They will be assessed throughout and will inform a formal decision after the first 2 years of the contract and its performance.

The Contractor will be required to submit quarterly performance reports including their performance against the following KPIS, the risks and challenges faced as well as proposed mitigation and solutions, and a financial statement on the actual spend compared to the expectations.
It is expected that such report will be drafted and agreed by the CRU and by the Contractor at contract kick offstage.

The table below describes the KPIs in details.

Attendance

KPI 1	Audit and inspection attendance rate
Description	The CRU and the contractor will discuss and agree on an annual inspection and audit plan including provisional dates. This KPI will measure the ability and availability of the contractor to attend audits and inspections planned by the CRU.
Calculation	= (A/B) x 100 where: A is the total number of dates for an audit or inspection proposed by the CRU and met by the contractor [the contractor is allowed to decline the proposed dates only once per audit/inspection]. B is the total number of dates for an audit or an inspection proposed by the CRU.
Target	100%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

KPI 2	Resources availability rate
Description	The CRU and the contractor will discuss and agree on a yearly work plan including provisional dates. This KPI will measure the ability of the contractor to mobilise relevant resources on the workstreams planned by the CRU within the agreed timeframe. The workstreams and the timeframes will be agreed in advance.
Calculation	= (A/B) x 100 where: A is the total number of times when the relevant resources for planned workstreams are mobilised within the agreed timeframe is met [the contractor is allowed to rearrange resources only once per workstream]. B is the total number of times the CRU requests the contractor to mobilise relevant resources for planned workstreams.
Target	100%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Delivery of reports/documents

KPI 3	Document delivery within the agreed timeframe
Description	The contractor may be required to develop and submit reports, technical documents, etc. to the CRU. This KPI will measure the number of reports, documents, etc. submitted by the contractor to the CRU within the agreed timeframe. The documents and the delivery timeframes will be agreed in advance. This KPI will apply (but is not limited to): - Audits and Inspections reports - Technical documents such as guidelines, policies, procedures, etc. - Investigation reports - Etc.
Calculation	= (A/B) x 100 where: A is the total number of reports, technical documents, etc. developed and submitted by the contractor to the CRU within the agreed timeframe. B is the total number of reports, technical documents, etc. developed and submitted by the contractor to the CRU.
Target	>90%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Quality assessment

KPI 4	Quality assessment of reports, technical documents, etc.
Description	The contractor may be required to develop and submit reports, technical documents, etc. to the CRU. The CRU will review these reports and assess the content. This KPI will measure the number of reports, technical documents, etc. requiring further work after one CRU review. This KPI will apply (but is not limited to): - Audits and Inspections reports - Technical documents such as guidelines, policies, procedures, etc. - Investigation reports - Etc.
Calculation	= (A/B) x 100 where: A is the total number of reports, technical documents, etc. developed and submitted by the contractor requiring further work after one CRU review. B is the total number of reports, technical documents, etc. developed and submitted by the contractor to the CRU.
Target	<10%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Resolution time

KPI 5	Documents review turnaround within the agreed timeframe
Description	The contractor may be required to review reports, technical documents, etc. produced by the CRU or by third parties and submit their comments within a timeframe. This KPI will measure the number of reports, technical documents, etc. reviewed by the contractor within the agreed timeframe. The timeframe will be agreed in advance. This KPI will apply (but is not limited to): - Audits and Inspections reports - Technical documents such as guidelines, policies, procedures, etc. - Investigation reports - Safety Case - Impact and Risk Assessment - Performance reports - Etc.
Calculation	= (A/B) x 100 where: A is the total number of reports, technical documents, etc. reviewed by the contractor and submitted to the CRU within the agreed timeframe. B is the total number of reports, technical documents, etc. reviewed by the contractor and submitted to the CRU.
Target	>95%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

KPI 6	Resolution time to technical query within 5 working days
Description	The contractor may be required to respond to technical queries from the CRU. This KPI will measure the average time for the contractor to provide an effective response to the request after notification from the CRU.
Calculation	= (A/B) x 100 where: A is the total number of queries resolved within 5 working days. B is the total number of queries submitted to the contractor by the CRU.
Target	100%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Investigation

KPI 7	Investigation initiation time within 2 days
Description	The contractor may be required to take part or lead investigation in relation to gas incidents. This KPI will measure the contractor's response time to such requests.
Calculation	= (A/B) x 100 where: A is the total number of CRU investigation requests related to gas incident which were initiated within 2 days after notification. B is the total number of CRU investigation requests related to gas incident.
Target	100%

Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Contract Management

KPI 8	Timeliness for timesheets submission within 15 working days of the end of the month and for invoices submission within 5 working days after CRU approval
Description	The contractor will be required to submit monthly timesheets and estimate to the CRU which will be reviewed and query by the CRU where necessary, as well as invoices once the timesheets have been approved by the CRU. The KPI will measure the number of timesheets submitted by the contractor to the CRU within 15 working days of the end of the month and the number of invoices submitted within 5 working days after the CRU approval.
Calculation	= (((A/B) x 100) + ((C/D) x 100))) / 2 where: A is the total number of timesheets submitted by the contractor to the CRU within 15 working days of the end of the month. B is the total number of timesheets submitted by the contractor to the CRU. C is the total number of invoices submitted by the contractor to the CRU within 5 working days after CRU approval. D is the total number of invoices submitted by the contractor to the CRU within 5.
Target	>90%
Measurement period / reporting frequency	Performance is measure and monitored quarterly and is captured in the quarterly performance management report.

Schedule E: Data Protection

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 **Subject matter of processing:** all information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement which relates to an identified or identifiable natural person;

1.2 **Nature of processing:** to process information on behalf of the Client;

1.3 **Purpose of processing:** to allow the Contractor to provide the services under the Agreement and as per agreed Contract;

1.4 **Duration of the processing**: the term of the agreement;

2. Types of personal data: Relevant Contact Details of Client;

3. Categories of data subject: Names, Email addresses and Contact Numbers.

Appendix 6: ~~(Services Contract Schedule E)~~ Confidentiality Agreement

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

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

WHEREAS

1. 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.

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

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

1. The Contractor acknowledges that Confidential Information may be provided to him 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 provision of services under the Contract and all and any information supplied or made available to the Contractor (to include agents, Subcontractors, customers and suppliers) for the purposes of the Contract(s); and

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

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

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

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

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

3.2.2 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.

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

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

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

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

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

5. The Contractor undertakes:

5.1. 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 Data Protection law);

5.2. 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;

5.3. 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; and

5.4. to comply with the requirements of Data Protection law

5.5. for the purposes of this Agreement “Data Protection law” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to the Data Protection Acts 1988 to 2018; 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 Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

7. 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.

8. 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.

9. 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.

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