



**Request for Tender to establish Dynamic Panels for the
provision of Venue Hire and Venue Hire with Catering
Services for An Garda Síochána**

3rd of April 2026

T.027.2026

Tender Procedure: Open Procedure for Annex XIV Services

**Tender Deadline: 6th May 2026 at 15:00 hrs. (Irish Standard
Time)**

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Part 1: Introduction

- 1.1 The Commissioner of An Garda Síochána (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of services as described in Appendix 1 to this RFT (the “Services”).

- 1.2 In summary, the Contracting Authority will set up Dynamic Panel Agreements for the provision of venue hire, and, venue hire with catering services for Garda Members on Duty at events nationwide.

The scope of the required services will range from standalone venue hire to venue hire with on-site catering services¹. Catering services will include the provision of hot meals (breakfast, lunch and dinner) and, or meal boxes (Perishable Breakfast Pack, Perishable Snack Pack, Perishable Main Meal Pack, and Ambient Snack Pack) to be distributed to Garda Members on duty. The technical specifications for the services are set out in Appendix 1.

Venue hire or venue hire with on-site catering services will be required for Garda Members on duty at planned events, both one off (e.g. the Ryder Cup) and recurring events (e.g. St Patrick’s Festival).

Venue hire or venue hire with on-site catering services will also be required for Garda Members on duty at unplanned events, (e.g. a visit by a high profile foreign dignitary at short notice, or an unplanned large scale public gathering).

The term of the Panel Agreement(s) will include the period of Ireland’s Presidency of the Council of the European Union. From July to December 2026. An extensive programme of events and conferences will be organised by Government Departments and official bodies during the period of the term of the Presidency.

Venue hire or venue hire with on-site catering services for Garda Members on duty at such events may be serviced through the Panel Agreement(s) resulting from this tender competition.

- 1.3 The Panel Agreement will be divided into two (2) lots (each a “Lot”) as described below in Table 1. Each Lot will result in a separate dynamic panel agreement (each a “Panel Agreement”).

Table 1: Lot Description and estimated Lot Values

Lot Number	Lot Description	Estimated Lot Value
1	Venue Hire	€10m
2	Venue Hire with Catering Services	€22m

Any successful Tenderer who enters into a Panel Agreement with the Contracting Authority in respect of any Lot is herein referred to as a “Panel Member”.

The Contracting Authority reserves the right not to enter into Panel Agreements for any particular Lot or Lots. Tenderers may submit Tenders for one or more Lots. There is no limit

¹ For the avoidance of doubt the Contracting Authority reserves the option to drawdown Catering Services in the Panel Member’s venue independent of venue hire.

to the number of Panel Agreements that a Tenderer may be appointed to.

The estimated value of the Lots is for general guidance purposes only and does not represent any commitment by the Contracting Authority to either participate in or spend the estimated values described in Table 1 and by submitting a Tender, Tenderers so acknowledge and agree.

- 1.4 The Contracting Authority estimates that the aggregate expenditure on the Services to be covered by the proposed Panel Agreements may amount to some **€22m** (excluding VAT) over the Term including all possible extensions. This figure is an estimate only based on current and future expected usage including provisions for the EU presidency and an allowance for contingencies within each Lot. Tenderers should note that there is no guarantee of any particular volume or quantity of Services being awarded to any Panel Member by the Contracting Authority under a Panel Agreement.

- 1.5 Any Panel Agreement(s) that may result from this tender competition will be for a term of two (2) years (the "Term").

The Contracting Authority reserves the right to extend the Panel Agreement(s) for a period of up to two (2) years with a minimum of four (4) such extensions subject to the Contracting Authority's obligations at law.

The Service Contracts with Panel Members will specify the Term for each contract individually.

1.6 **Appointment to the Panels in each Lot**

References in this RFT to "Panel Agreement" shall be deemed to refer, as the context so admits or requires, to each Panel Agreement entered into for a Panel Agreement Lot and to all of the Panel Agreements collectively.

There is no limit to the number of the Panel Members that can be appointed to the Panel Agreements by the Contracting Authority.

Appointment to the Panel Agreement for each Lot will be determined on the basis of meeting the Selection Criteria set out in section 3.2 and Qualification Criteria set out in section 3.3 of this RFT. This is subject to each Tender being a compliant Tender in accordance with the rules contained in this RFT.

There will be a separate competition in respect of each of Lot (each a "Competition") resulting in the appointment of multiple service providers to each Panel Agreement for each Lot. There is no restriction on the number of Lots a Tenderer may tender for or be appointed to. Therefore, Tenderers can Tender for each and all lots without restriction.

Once established new Tenderers will be able to apply for appointment to the Panel Agreements.

There is no limit to the number of Panel Members who can be appointed.

The Contracting Authority reserves the right to not enter into a Panel Agreement for any particular Lot or Lots.

1.7 **Procedure for the Award of Services Contracts Under the Panel Agreement**

Tenderers should note that this public procurement competition relates to 'Annex XIV

Services' as set out in Part III, Chapter 1 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 ("Regulations"). As Annex XIV Services, pursuant to Regulation 76 of S.I. No 284 of 2016 the Contracting Authority is not bound by the detailed provisions for the open, restricted, competitive procedure with negotiation, competitive dialogue or innovation partnership procedures set out in S.I. No 284 of 2016. Accordingly, this competition, although similar to the open competition under S.I. No 284 of 2016, is not being run under that open procedure and is instead being run under Part III, Chapter 1 of S.I. No 284 of 2016.

The Contracting Authority is availing of the flexibility under the "*light regime*" to establish a pseudo Dynamic Purchasing System. The Contracting Authority will establish two Panels for the provision of Venue Hire Services and Venue Hire and Catering Services. Whilst the panel members can be based anywhere in the Republic of Ireland, services will be required in a close geographic area relative to the operational area of deployment of Garda Members policing events.

The award of Services Contracts under a Panel Agreement shall be made in accordance with the rules set out in clause 2.3 of this RFT and Section 5 of the Panel Agreement contained at Appendix 5 of this RFT. Any Services Contract awarded pursuant to the Panel Agreement(s) will be, subject to the terms and conditions set out in Services Contract provided as Appendix 6.

The operational needs of An Garda Síochána with respect to the deployment Garda Members on duty policing public and, or private events will be the key driver of demand. Contracts will be awarded by way of a mini competition amongst a subset of Panel Members based on their proximity to the operational area of deployment of Garda Members policing events in the first instance. Tenderers will be required to provide an Eircode for each venue proposed to enable the Contracting Authority to screen venues by location.

The Contracting Authority may also apply further "filters" e.g. venue capacity or food offering available, to reduce the number of Panel Members who will be invited to participate in a mini-competition.

The Contracting Authority may award Service Contracts related to an event to more than one Panel Member depending on the capacity required and the capacity available.

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

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

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers. It is a matter for Tenderers to consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision for same in their tender, including their fee proposal, to manage such risks and contingencies.

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

This RFT does not constitute an offer or commitment to enter into a Panel Agreement and/or a Services Contract. The conclusion of a Panel Agreement with a Panel Member does not guarantee the award of any Services Contract. No enforceable commitment of any kind will exist unless and until a formal written Panel Agreement has been executed by or on behalf of the Contracting Authority.

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

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

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

The award of a Panel Agreement or a Services Contract under the Panel Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that the Contracting Authority shall not be under any obligation to purchase any minimum value of Services under any Panel Agreement.

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

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

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

Tenderer in response to this RFT.

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

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.
- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:
- seeking written clarification from the Tenderer;
 - seeking further information from the Tenderer; or
 - waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure provided 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 section 3.2 below;

- (b) To follow the format of this RFT and respond to each element in the order as set out in this RFT and TRD;
 - (c) To submit all documentation which this RFT requires to be submitted with their Tender;
 - (d) To conform to and comply with all instructions and requirements set out in this RFT;
 - (e) To submit the statement required under paragraph 2.4 below; and
 - (f) Not to alter or edit this RFT or TRD in any way.
- 2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 PANEL AGREEMENT AND SERVICES CONTRACT

- 2.3.1 The award of Services Contracts under a Panel Agreement shall be made in accordance with the rules set out in the Panel Agreement (Appendix 5).
- 2.3.2 Tenderers should note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Panel Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Panel Agreement or the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBPANEL MEMBERS

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

Prior to and as a condition of appointment to any Panel Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Panel Agreement and any Services Contract (the "Prime Panel Member"), irrespective of whether or not tasks are to be performed by a sub-contractor or other consortium member (the "Sub-contractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the ‘electronic tenderbox’ available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery, etc.) will not be accepted. Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Submission Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

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

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Submission Deadline.

Tenderers are required to submit a separate Tender Response Document (provided as Attachment 1) and Pricing Schedule (provided as Attachment 2) for each Lot Tendered.

Tenderers will only be able to “Submit” their response when all Lots are complete. Tenderers should submit a blank Word document entitled “No-Bid” in the Technical Envelope and a blank Excel Document entitled “No-Bid” in the Financial Envelope for any Lot that they are not Tendering for.

- 2.6.2 Tenders must be received not later than **15:00 hrs. (Irish Standard Time) on Wednesday the 6th of May 2026**, the Tender Submission Deadline. Tenders that are received late will not be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately (and be fully searchable) using Microsoft Word or a PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.
- 2.6.6 Tenderers must not exceed the stated maximum word count limits specified within each Selection and Award, Criterion, in the Tender response documents. Any additional words in excess of the maximum word count limits specified WILL NOT be considered for evaluation. Tenderers also must not insert additional items, hyperlinks or make any alterations to the formatting of the Tender response document(s) (TRD). Any information submitted in this manner will be disregarded and will not be evaluated.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT and or the TRD must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15:00 hrs. (Irish Standard Time) on Monday the 20th of April 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Submission Deadline, to update or amend the information contained in this document and/or to extend the Tender Submission Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.
- 2.7.6 The Contracting Authority invites Tenderers to an Information Briefing to be held by way of a Microsoft Teams meeting **on Thursday the 16th of April 2026 at 10:00 hrs.** Tenderers should notify their intentions to attend through the eTenders messaging facility.

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

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

- 2.9.2 The successful Tenderer(s) must return the original signed confidentiality agreement, as set out in Appendix 7 ("Confidentiality Agreement") to the Contracting Authority in accordance with paragraph 3.6 below. The Confidentiality Agreement must be in the form as set out at Appendix 7 and Tenderers may not amend the Confidentiality Agreement. In the event of a Services Contract being awarded, the successful Tenderer shall comply with the terms of the Confidentiality Agreement in respect of Confidential Information provided by the Contracting Authority as if references in the Confidentiality Agreement to the Client were references to the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Workbook enclosed with the Contract Notice and comply with the instructions provided at Appendix 2.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to event management, staffing, overheads, cost of supplies and services, shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for twelve months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Panel Agreements 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 (Appendix 6).
- 2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Panel Agreement (as defined in the Panel Agreement) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the harmonized consumer price index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary. The percentage increases/decreases may only be applied once they have been agreed with the Contracting Authority in writing. Only one increase / decrease on the Panel Rates is permissible at each extension.
- 2.10.7 Tenderers should note that any provision for price increases over the life on an individual Contract awarded under the Panel Agreements will be addressed in the request for a direct drawdown or in the supplementary tender documents issued to Panel Members to call off services under the Panel Agreements.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

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

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

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

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Sub-contractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Sub-contractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Sub-contractor. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Panel Agreement and/ or Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 Once the Panel Agreement is operational the Contracting Authority will facilitate Panel Members by permitting an inspection of the premises/locations. Attendance will be subject to compliance with local security and health and safety arrangements.

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Panel Agreement at the following policies of insurance:

Type of Insurance	Indemnity Limit for any one claim or series of claims
Employer's Liability	€13 million Any One Claim and unlimited in the period of insurance.
Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence per period of Insurance
Product Liability	€6.5 million Any one Claim and In the Aggregate in Any One period of Insurance.
Service Liability	€6.5 million Any one Claim and In the Aggregate in Any One period of Insurance.

The Employers Liability, Public Liability, Product and Service Liability policies of insurance should include an indemnity to principals' clause and these document/s should be made available to the Contracting Authority upon request prior to the award of (and shall be a condition of) any Services Contract. This can be confirmed either by the broker/insurer or can be included in the policy in writing.

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

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

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

insured status;

- (b) Produce proof of current premiums paid upon request.
- (c) Produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria and Evaluation Methodology

3.1 COMPLIANT TENDERS

3.1.1. Only those Tenderers who have:-

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

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

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

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

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

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

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

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to

demonstrate its reliability despite the existence of a relevant Exclusion Ground;

- (iii) all or any of the supporting documents specified at paragraph 3.2 below
- (iv) information concerning the Tenderer, and any proposed sub-contractor, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Sub-contractor on whose capacity the Prime Panel Member relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Sub-contractor, or the reliability of any Sub-contractor despite the existence of a relevant Exclusion Ground and (iii) that any sub-contractor, supplier, or other entity on whose capacity the prime Panel Member relies does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition unless it replaces the entity concerned with one which meets all relevant requirements of this RFT.

3.1.2. Tax Compliance and Insurance

Tenderers are required to provide evidence of Tax Compliance by providing their ROS Tax Access Details or by providing a copy of their TC1 Certificate issued by the Irish Revenue Commissioners.

Tenderers are also required to confirm that they meet or will meet the insurance requirements set out in Section 2.21 above.

3.2 SELECTION CRITERIA (PASS/FAIL)

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

Tenderers in both Lots are required to submit evidentiary and supporting documents with their response where necessary to validate the Tenderers' eligibility to be admitted to the Panels. The specific evidence required is set out below and repeated in the Tender Response Document.

3.2.1 Economic and Financial Standing

3.2.1.1 *Company Accounts*

Tenderers must declare in the TRD that they satisfy the following financial and economic standing requirement(s) as follows:

Tenderers must produce trading account details as evidence of financial capacity in advance of entering into the Panel Agreement and/or a Services Contract.

Rule: Pass / Fail

Evidence Required:

Where a Tenderer is a Limited Company they must provide a copy of the most recent accounts submitted to the Companies Registration Office (or equivalent) in the Country in which they are established.

Where the Tenderer is a Sole Trader they must provide a copy of their most recent accounts submitted to the Revenue Commissioners through the Revenue On-line System (ROS).

Where the Tenderer is an unlimited company or a Limited Liability Partnership they are still required to provide accounts information in the general format of a Balance Sheet and Profit and Loss Account to demonstrate their financial capacity.

3.2.1.2 *Declaration of Capacity and Bankers Letter*

Tenderers must also declare in the TRD:

- That the business is in good economic and financial standing as of the date of the tender submission.
- The business has a strong and stable financial position.
- The business has maintained a positive credit rating and has a good relationship with its banking institutions.

Rule: Pass / Fail

Evidence Required:

Tenderer must provide a letter from their principal banking institution stating that it has maintained a positive credit rating and has a good relationship with the banking institution in question.

3.2.1.3 Liquidity

Tenderers must further declare in the TRD:

- That the business has no pending litigations or significant liabilities that could adversely affect its financial standing and ability to complete the obligations outlined in this Tender.
- The business does not have unresolved debt with any public sector body.
- The business is compliant with all applicable financial regulations and standards.

Rule: Pass / Fail

Evidence Required:

Tenderer must provide a signed declaration as set out in the Tender Response Document.

Tenderers must confirm, by way of self-declaration in the TRD and eESPD, their ability to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due and will upon request, prior to (and as a condition of) appointment to a Panel Agreement provide the Contracting Authority with a letter from their auditors or financial accountant, confirming that they are able to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due or provide a copy of their audited accounts for the most recent financial year.

3.2.1.4 Reliance on Third Party Resources (Financial)

Tenderers may rely on the financial capacity of other entities for the purposes of meeting any or all of the financial and economic standing requirements stated above.

Tenderers should note that economic operators relying on the capacity of other entities (e.g. a parent company or consortium partner) must, when requested by Contracting Authority submit an undertaking in terms satisfactory to the Contracting Authority and duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority reserves the right to require any such third party to provide a guarantee and/or enter into some other form of direct agreement with the Contracting Authority to secure the availability of those resources for the Contracting Authority in the event that the Tenderer is unable to meet its financial commitments to the Contracting Authority. In this event, any such guarantee or agreement will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Panel Contract.

Failure to provide an undertaking or guarantee or other form of direct agreement (where third party resources are being relied upon) will result in the Tenderer being eliminated from the Competition for the relevant Lot it is applying for and the remainder of its Tender submission for the Lot will not be assessed.

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

Authority, their economic and financial capacity.

Any Tenderer who is unable to make a declaration in respect of any Lot they are applying for shall not be eligible for the award of a Panel Agreement for that Lot and shall be eliminated from the Competition for that Lot.

The Contracting Authority reserves the right to carry out an independent financial check to check the veracity of these declarations.

3.2.2 Technical Capacity

3.2.2.1 Professional Ability

Tenderers must submit evidence in the TRD that they have successfully delivered venue hire and, or venue hire and catering services of a comparable nature and scale by providing three (3) suitable references for contracts completed over the past three years.

The contracts referenced for consideration should provide comprehensive information such as the size and nature of the event, number of attendees and value to enable the Contracting Authority to determine Tenderer's capacity and capability to deliver the services. Submissions should be supported, as appropriate, by relevant documentation and information, menus, and customer / user reviews etc.

Table 4: Contract Example

Contract	
Customer Organisation Name:	
Referee Name:	
Position:	
Contact Number:	
Email Address:	
Contract Start Date, Term and Completion date (if completed):	
Details including description and range of services provided	
Detail the relevance of this example contract to the requirements described in this RFT:	
Value of Contract Per annum (for information purposes only):	
Was any part of this contract sub-contracted? If so, please provide details of sub-contracted services*	

Rule: Pass / Fail

Evidence Required:

Tenderer must provide All of the details requested for each reference.

3.2.2.2 References

Tenderers must provide a satisfactory reference, from the customer for each contract example presented, confirming that the information provided by the Tenderer is true and accurate.

Rule: Pass / Fail

Evidence Required:

Tenderers must either provide the reference on the reference organisations' official / company letterhead (and must include contact details for the referee) or if this is not available, the Tenderer must provide a reference contact name, phone number and email address in respect of each of the example contracts presented in response to paragraph 3.2.2.1 above.

The Contracting Authority reserves the right to verify compliance by contacting the referees named by Tenderers in the TRD.

The Tenderer should inform the Customer organisation(s) that the example contract(s) has been used as a reference project for the purposes of the Competition and the Contracting Authority may contact them as a referee for verification purposes without prior notice to the Tenderer.

3.2.2.3 Health and Safety

Tenderers must declare in the TRD that they comply with all relevant Health and Safety legislation and have a Health and Safety Statement in place.

Rule: Pass / Fail

Evidence Required:

Tenderer must provide a copy of their organisation's Health and Safety Statement and evidence that demonstrates that staff have completed the relevant Health and Safety Training either as part of their induction or by way of a stand-alone Health and Safety Training course.

3.3 QUALIFICATION CRITERIA FOR APPOINTMENT AS A PANEL MEMBER

Only Tenderers who have passed the Selection Criteria above will be assessed under the Qualification Criteria below.

Appointment to the Panel(s) will be awarded on the basis of meeting the Qualification Criteria set out below for each Lot Tendered.

3.3.1 Qualification Criteria Lot 1

3.3.1.1 Permissions and Licenses

Tenderers must have the necessary permissions and, or licenses to hold / host events at the venue proposed.

Rule: Pass / Fail

Evidence Required:

Tenderers must confirm that they have the necessary permissions and, or licenses to hold / host events and provide details of same.

3.3.2 Qualification Criteria Lot 2

3.3.2.1 Permissions and Licenses

Tenderers must have the necessary permissions and, or licenses to hold / host events and serve food at the venue proposed.

Rule: Pass / Fail

Evidence Required:

Tenderers must confirm that they have the necessary permissions and, or licenses to hold / host events and serve food at the venue proposed and provide details of same.

3.3.2.2 Quality Assurance/Food Safety Management System

Tenderers must declare in the TRD that their food business is registered with a competent authority in compliance with the Food Safety Authority of Ireland guidelines. Tenderers must also declare in the TRD that: i) they comply with the rules set out in the food hygiene legislation; ii) they (and their sub-contractor if appropriate) have a food safety management system based on HACCP, which provides a systematic preventative approach to biological, chemical and physical hazards in food production and processing; and, iii) they comply with the following or any other equivalent legislation:

- I.S. 340:2007 Hygiene in the Catering Sector or equivalent
- I.S. 22000:2005 Food Safety Management, incorporating HACCP
- S.I. 369:2006 European Commission (Hygiene of Foodstuff) Regulations 2006

Rule: Pass / Fail

Evidence Required:

Tenderers must demonstrate adherence on their own part, and that of their Sub-contractors, to a regulatory system such as Hazard Analysis and Critical Control Point

(HACCP) that provides a systematic preventative approach to biological, chemical and physical hazards in food production and processing.

Tenderers must provide the dates when their HACCP or equivalent plan was last reviewed in the previous twelve months from the date of this tender, by whom and what updates were made (if any).

Tenderers must provide a copy of the HACCP or equivalent plan and procedures covering each item included in the scope of the contract.

3.3.2.3 Food Traceability

Tenderers must declare by way of the TRD that they comply with Regulation (EC) No 178/2002, as amended, setting out the basic principles of food law to protect human health and consumer interests applying to all stages of production, processing and distribution of food and feed.

Rule: Pass / Fail

Evidence Required:

Tenderers must provide proof of registration and a details of the last independent hygiene audit for each and any of the premises that may be used to service this contract, who carried out the audits, the result of the audit and a copy of the last sample goods recall. This registration and audit must have regulatory approval such as EHO or other competent authority such as DAFM, SFPA, LA Vets or international equivalent.

3.3.2.4 Food Waste Prevention

Ireland's Food Waste Charter is a national initiative led by the EPA supporting Irish businesses to reduce food waste. The Food Waste Charter is a voluntary commitment to measure food waste, set targets and take action.

<https://foodwastecharter.ie/>

Rule: Pass / Fail

Evidence Required:

Tenderers must declare by way of the TRD that they will sign up to the Food Waste Charter before contract award in order to enter into a Panel Agreement with the Contracting Authority. Tenderers must provide, upon request, confirmation of their signing with the Food Waste Charter initiative.

3.3.2.5 Reliance on Third Party Resources (Technical)

Tenderers may rely on the technical capacity (experience) of other entities for the purposes of meeting any or all of the Technical and Professional ability requirements stated above.

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

The Contracting Authority reserves the right to require any such third party to provide a guarantee and/or enter into some other form of direct agreement with the Contracting Authority to secure the availability of those resources for the Contracting Authority in the

event that the Tenderer is unable to meet its commitments to the Contracting Authority. In this event, any such guarantee or agreement will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Goods Contract.

Failure to provide an undertaking or guarantee or other form of direct agreement (where third party resources are being relied upon) will result in the Tenderer being eliminated from the Competition for each Lot it is applying for and the remainder of its Tender submission for each Lot will not be assessed.

3.3.3 Appointment to the Panel Agreements

All compliant Tenderers who meet the Selection Criteria and the Qualification Criteria for each Lot that they Tender for will be appointed to the Panel for the relevant Lot or Lots Tendered.

A Tenderer who fails to submit a compliant Tender or who fails to meet the Selection and Qualification Criteria can revise and resubmit their Tender and seek appointment to the Panel once the Panels have been established.

New suppliers can also submit a Tender and seek appointment to the Panel once the Panels have been established.

3.3.4 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, the appointment to the Panel of the highest ranked Tenderers (as determined by paragraph 3.3.1 through 3.3.7) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Panel Member and any Sub-contractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form included at Appendix 4 to this RFT 'Declaration as to the Personal Circumstances of Tenderer' duly made pursuant to the Statutory Declarations Act 1938; (ii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) The evidence specified at paragraph 3.2 above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.
- (c) Tenderers should take note that where a Services Contract is awarded by way of a Call Off, the Contracting Authority will require the Panel Member to whom it has decided to award the Services Contract to supply up-to-date evidence as set out in paragraph 3.2 above. Where a Panel Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirement specified at paragraph 3.1(b) and (c) above, the Contracting Authority may proceed to offer the Services Contract to the next highest-ranked Tenderer.

3.4 PRESENTATION OF PROPOSALS AND CORRECTION OF ERRORS

Tenderers may be required to make a presentation of the proposals contained in their TRD. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will not be evaluated. Presentations will be used to seek clarifications.

The Contracting Authority reserves the right to engage with a Tenderer to validate and correct errors in their submissions.

3.5 STANDSTILL PERIOD PRESENTATION OF PROPOSALS AND NOTIFICATION OF OUTCOME

- 3.5.1 No appointments to the Panels can or will be executed or take effect until at least fourteen 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 calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED PANEL AGREEMENT(S)

- 3.6.1 The successful Tenderer(s) must sign and return the Panel Agreement(s) in duplicate, to the Contracting Authority no later than 7 calendar days from the date of notification of the results of this Competition unless notified otherwise in writing by the Contracting Authority. A signed Panel Agreement returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Panel Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Panel Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to drawdown service from the Panel Agreement amongst the Panel Members who have completed and returned the Panel Agreement as specified.

APPENDIX 1: REQUIREMENTS AND SPECIFICATIONS

1. Background

An Garda Síochána is the national police service in Ireland and is responsible for all aspects of criminal law enforcement and national security. It is a single national organisation.

An Garda Síochána has a long established tradition of working closely with communities all across Ireland. By fostering and maintaining effective community partnerships, and ensuring a more visible Garda presence, An Garda Síochána works to achieve a reduction in crime and the fear of crime in communities. The general direction and control of An Garda Síochána is the responsibility of the Garda Commissioner who is appointed by the Government.

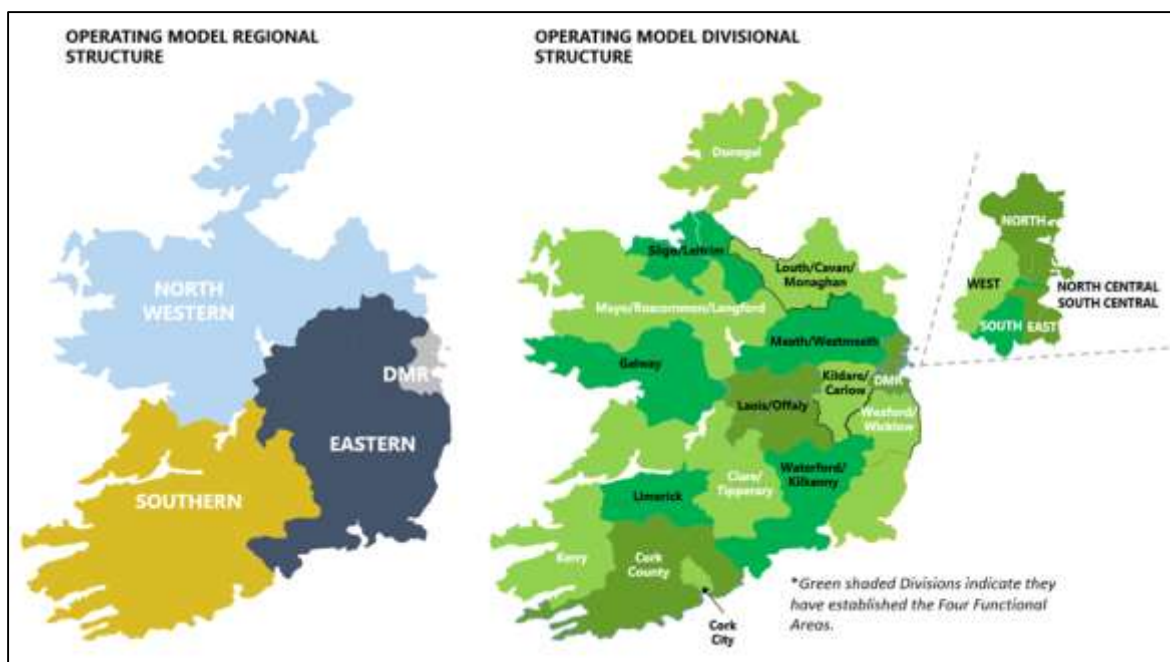
The structure in An Garda Síochána comprises a central Headquarters, Geographical Operational Units and National Specialist Units.

For policing purposes the country is divided into 4 regions, each of which is commanded by an Assistant Commissioner.

The 4 regions are:

- Dublin Metropolitan Region
- North Western Region
- Eastern Region
- Southern Region

Exhibit 1: Garda Síochána Operational Model



Further information in relation to An Garda Síochána is available on the website at <http://www.garda.ie/>.

Further Details of the Garda Stations within each division are included in Annex 1 in the Contract Documents folder on eTenders.

An Garda Síochána are responsible for policing public events in Ireland. An Garda Síochána apply a risk-based, proportionate approach focused on public safety, human rights, and community partnership. Officers use high-visibility policing and, if necessary, specialised Public Order Units (NPOU) to manage crowds, traffic, and potential disorder.

Section 30 of the Garda Síochána Act 2005 governs the policing of private events. An Garda Síochána may provide and charge for police services on private property or in areas open to the public, provided it is in the public interest and consistent with their functions. This arrangement is known as Non-Public Duty (NPD).

An Garda Síochána police an average of around 300 planned events (public and private) across Ireland on an annual basis. These events vary in scale from small local events (e.g. local sporting events or festivals) to large scale national events (e.g. St Patrick's Day Parades around Ireland). Events can be of relatively short duration within a single day (e.g. a single sport fixture or cultural event) or may last several days (e.g. St Patrick's Festival).

An Garda Síochána will also police events (e.g. demonstrations or marches) at short notice as required.

An Garda Síochána expect to police an additional 130 to 160 events across Ireland between July and December 2026 when Ireland holds the EU Presidency.

The number of Garda Members engaged in policing an event ranges from ten (10) or less to several hundred. 75% of the events involve fifty (50) or less Garda Members.

2. Scope of Requirements

An Garda Síochána are completing a Tender to establish multi-supplier Panel Agreements for provision of venue hire and venue hire with catering services across Ireland. An Garda Síochána will use the Panel Agreements established under this Tender process to provide venues for Garda Members to assemble to be briefed in advance of deployment on duty policing public and private events across Ireland.

The number of Garda Members required to police an event can range from tens to hundreds. The size of venue required for the services will vary accordingly.

An Garda Síochána will also use the Panel Agreements established under this Tender process to provide catering and meal delivery services to Garda Members on duty policing public and private events across Ireland. For the avoidance of doubt the Contracting Authority reserves the option to drawdown Catering Services in the Panel Member's venue independent of venue hire.

Where catering is provided as part of the venue hire (or independently) the scope of meals required will range from hot meals (breakfast, lunch and dinner) to meal boxes (Perishable Breakfast Pack, Perishable Snack Pack, Perishable Main Meal Pack, and Ambient Snack Pack) to be distributed to Garda Members on duty policing public and private events. The technical specifications for the services are set out in detail below. Services will generally be required from 06:00 hrs. through to 23:00 hrs. However, services may also be required on a 24*7 basis for specific events. Therefore, Tenderers must indicate if they offer services on a 24*7 basis.

Venue hire and catering services will be required for Garda Members on duty at planned events, both one off events (e.g. the Ryder Cup) and recurring events (e.g. St Patrick's Festival).

Venue hire and catering services will also be required for Garda Members on duty at unplanned events, (e.g. a visit by a high profile foreign dignitary at short notice, or an unplanned large scale public

gathering).

The term of the Panel Agreement(s) will include the period of Ireland's Presidency of the Council of the European Union. From July to December 2026. An extensive programme of events and conferences will be organised by Government Departments and official bodies during the period of the term of the Presidency.

Venue hire and catering services for Garda Members on duty at such events may be serviced through the Panel Agreement(s) resulting from this Tender competition.

The Tender Competition will be divided into two (2) lots (each a "Lot") as described below in Table A1.1. Each Lot will result in a separate Panel agreement (each a "Panel Agreement").

Table A1.1: Lot Description and estimated Annual Lot Values

Lot Number	Lot Description	Estimated Annual Lot Value
1	Venue Hire	€10m
2	Venue Hire with Catering Services	€22m

Whilst the Lots will be established on a national basis, services will be commissioned on a local basis based on the operational need. Tenderers will be required to provide the following profile information as part of the Tender Submission.

Table A1.2: Candidate Profile Information

Criteria	Candidate Profile	Lot 1	Lot 2
1	Eircode	✓	✓
2	Venue Capacity (Number of Heads)	✓	✓
3	AV Equipment Available on Site	✓	✓
4	Catering Capacity (Number per Sitting)	-	✓
5	Menu Offering (Breakfast, Lunch, Dinner, etc.)	-	✓
6	Hours of Service	✓	✓
7	Parking (Number of Spaces)	✓	✓

The Contracting Authority will use the profile information to filter the Panel Members for any given requirement. The primary filters for both Lots will be Eircode and Capacity. Panel Members who meet the minimum requirements will be invited to bid for the provision of services for a specific event or series of events. The Contracting Authority will indicate whether one or more venues are required based on the size of the force deployment planned and the capacity of venues in the deployment area.

3. Catering Services Required

The scope of the required services comprises menu design, preparation, delivery and service of food and beverages for Garda Members on duty policing planned and unplanned events.

The Contracting Authority requires inclusive menus with the provision of high-quality hot and cold options, including plated meals, buffets and refreshments with a strong focus on quality assured foods, with a preference for sustainable Irish produce, whilst adhering to food and catering sustainability guidelines. Menu design will need to cater to various dietary and religious requirements.

The principal services that the Contractor will be required to provide are as follows:

- Breakfast, hot and cold food, sit down or grab and go service;
- Hot meal (Lunch or Dinner) service (number of choices and other details to be specified at drawdown stage);
- Grab and Go Snack Pack offering;

3.1. Menu Selection

Menus shall reflect the policy objective of the Contracting Authority to provide a cost-effective quality service provision, with each menu being sufficiently well balanced in its composition and incorporating appropriate choices to meet Garda Members' needs and thus maximising utilisation. In addition, the successful Panel Member must place due emphasis on the high quality of products with regard to imaginative use of ingredients in the development of menus with regard to price and customer base as well as the style of presentation, irrespective of whether a snack or main meal is being served.

The creation of menus will take into account the need to reduce fat, sugar and salt and to increase fibre. The successful Panel Member will, at all times, provide menu items within the general expectation of the Garda Members using the facilities and taking into account their likes and dislikes.

Panel Members will be expected to collaborate with the Contracting Authority on final menu selection for each event, ensuring alignment with requirements.

The Contracting Authority will arrange a pre-event briefing with the catering manager in advance of the events to co-ordinate on protocols and dietary requirements of Garda Members.

The table below sets out the minimum requirements with respect to the contents of each of the meal options above.

Breakfast:	<u>Sit Down Breakfast</u> Portion of cereal or porridge and healthy toppings (e.g. seeds, fruit,) and yoghurt pot + piece of fruit or Healthy option cooked breakfast consisting of 4 items (plus bread or toast options) and yoghurt pot + piece of fruit or Breakfast roll or wrap consisting of 4 items and yoghurt pot + piece of fruit And Tea, coffee, carton of water with each option <u>Mobile Breakfast (Grab and Go)</u>
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	Breakfast roll or wrap consisting of 4 items and yoghurt pot + piece of fruit Carton of water Napkin
Snack Pack:	Grab and Go Snack Pack to consist of: Sandwich – at least 2 fillings. Provide wholegrains where possible. Piece(s) of fresh fruit. Granola Bar Packet of Crisps Carton of Water Napkin
Hot Meal:	(Lunch or Dinner) Sit Down Meal Meal to include 2 meal options including a healthy option of the day, a vegetarian / vegan option. Meals should include 2 portions of recommended 5 a day. Piece of fruit Carton of water. Tea and coffee.

Note: The above list is a guide only and represents a general overview of what is required as a minimum.

Please Note: The hours of operation and any specific requirements will be event specific and will be outlined at drawdown stage in the request for services or in a supplementary request for Tender (SRFT).

Tenderers must adhere to the following requirements when submitting menu proposals for individual events under a call-off contract:

Menus must:

- Demonstrate use of seasonal Irish produce, sourced locally where possible.
- Incorporate, where appropriate, Irish products with geographical Indications (PDOs and PGIs).
- Demonstrate healthy options, e.g. reduced calorie, improved nutrition.
- Address the requirement that 10% by value (€) of food sought by public sector bodies under new contract arrangements is to be certified organic.
- Be designed to minimise food waste, with portion control and sustainable menu planning.

Each menu must include:

- A vegetarian / vegan option for each course.
- Clearly identified options for coeliac and other religious dietary requirements.

- Allergen labelling in line with Regulation (EU) 1169/2011 and national legislation.

Beverages

- Tenderers must also propose a beverage list to accompany menus, including a selection of cartons of fruit juices and, or water.

Tenderers must outline how their menu design and delivery will:

- Reduce food waste (planning, portioning, surplus management).
- Provide a variety of choices to prevent menu fatigue over time;
- Avoid single-use packaging or serving ware, in line with the Green Public Procurement Strategy.

Tenderers must outline how their service model will:

- ensure service is efficient and capable through servery equipment and service times;

3.2. Service Quality

Service must be delivered by trained catering and food service professionals, with adequate numbers of experienced staff. Tenderers are required to demonstrate their capacity to cater for a range of events of varying scale and duration. (See Section 4 Estimated Activity below).

The successful Panel Members shall provide, recruit and manage staff required to provide to the services to the full satisfaction of the Contracting Authority as set out in the Mini Competition.

The successful Panel Members must ensure that their staff are trained in food safety as commensurate with their work activity (Level 1 - Induction Skills, Level 2 - Additional Skills for Food and Non-food Handlers and Level 3 – Food Safety Skills for Management).

Training must also be provided on use of chemicals and manual handling as detailed in Safety, Health and Welfare at Work (Chemical Agents) (Amendment) Regulations 2015 S.I. 623/ 2015 and Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007 - Chapter 4 of Part 2: Manual Handling of Loads.

The successful Panel Members will assume full responsibility for staff and shall be solely responsible for their supervision and daily direction.

Contingency Plan for Staff absences

The Contractor should have a contingency plan to ensure continuity of service. The Contractor will arrange that in the event of absence of any of its staff, suitable relief staff will be provided on site within one and a half hours of the scheduled starting time of the absent staff member. Any additional cost for relief cover, over and above the levels agreed, will be borne by the Contractor or will be covered from the Contractor's existing labour establishment through the implementation of a flexible working policy. The Contracting Authority will not bear the cost of any additional or unauthorised use of relief/casual/temporary staff other than that required for extraordinary catering and meal delivery services, which has been approved in advance by the Contracting Authority.

For the avoidance of doubt, all staff engaged by the successful Panel Members to perform services under a Services Contract are not and will not for any purposes be considered to be employees or agents of the Contracting Authority.

3.3. Rights of Inspection

The Contracting Authority reserves the right for its representatives or its appointed agents to undertake an inspection of catering areas without prior notice, to check food temperatures and to take food samples at random for bacteriological testing, or sampling of portion sizes. The successful Panel Member at its expense shall reasonably provide these samples. Such an inspection shall neither mitigate in any respect the responsibilities of the successful Panel Member under the Services Contract nor substitute for any expert witness for which the successful Panel Member is responsible. The cost of sample testing will be borne by the successful Panel Member and the frequency will be dependent on the incidence of negative or positive results.

In carrying out an inspection, the representative of the Contracting Authority shall comply with all legislation on health and safety, clothing and hygiene regulations.

3.4. Menu Sampling

The Contracting Authority reserves the right to appoint an independent Food Quality Assurer to assess the quality, presentation and compliance of food and beverage services provided under this Panel. Assessments may be conducted during live service delivery and/or post event through sampling, inspection, and review of service records. The Food Quality Assurer will report directly to the Contracting Authority on their findings, including any instances of non-compliance with the agreed menu specifications, food safety standards, or service expectations.

Where a Panel Member has been found to have failed to meet the required standards, the Contracting Authority may issue a formal warning or require remedial actions. Repeated or serious breaches may result in the Panel Member's relegation within or suspension or removal from the Panel panel, at the sole discretion of the Contracting Authority.

4. Estimated Level of Activity

The Panel Agreement will come into effect in Mid 2026 for an initial period of two years with the option of extending the Panel Agreement for further periods up to 10 years.

Based on an analysis of ongoing demand the Contracting Authority estimates that the successful Panel Members may be required to provide services for Garda Members on duty at approximately 290 events annually.

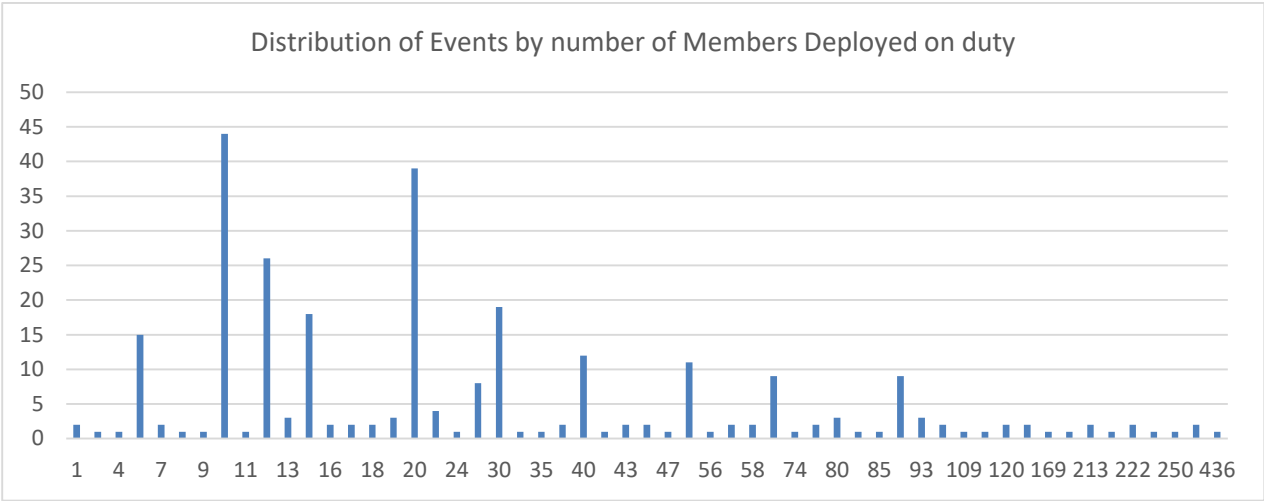
The estimated number of currently events by Garda Region are as follows.

Lot		Number of Currently Planned events
1	Dublin Metropolitan Region	114
2	Eastern Region	45
3	Southern Region	61
4	North Western Region.	70

Tenderer should note that the number of meals required for an event may be multiples of the number

of members deployed. Tenderers should refer to the scenarios set out below for an indication of the scale of potential demand under the Panel Agreements.

Exhibit 2: Estimated number of events by number of Garda Members deployed



Ireland will host the Presidency of the Council of the European Union from 1 July 2026 to 31 December 2026. An extensive programme of between 130-160 meetings, events and conferences will be organised by Government Departments and official bodies in Dublin Castle and across OPW State venues where a Garda presence is required. Where the scale of Garda deployment falls within the scope of these Panels it is expected that the Panel Members will have the capacity to service these events on all weekdays and weekends during this period.

A break down on the calendar of events for the duration of the EU Presidency is not available at this time.

In addition to the EU presidency a Garda Presence is likely to be required at other unplanned events over the life of the Panel Agreements. The Panel Members will be required to have the capacity to respond flexibly at relatively short notice to provide services at unplanned events.

Scenario 1: Small - Garda Members are fed at one location over one day. Garda Members are fed breakfast and take a snack pack away with them as they go on duty.

Location 1: Day 1		
Meal	Breakfast	Snack Pack
Serving Times	07:00 hrs	07:00 hrs
Number of Meals	250	250

Scenario 2: Medium - Garda Members assemble and are fed at one location over 2 days; Meals are required for different cohorts of Garda Members on duty over the 2-day deployment. Note the colour coding within day shows when a given cohort is fed on more than one occasion within day. Please also note that the colour coding doesn’t indicate the same cohort across days.

Location 1 3,660 Meals Required over 2 days.
Day 1 1,210 Meals required, 230 Breakfasts, 280 Lunches, 650 Dinners and 50 Snack Packs.

Meal Serving Times	Breakfast 07:00 hrs	Lunch 12:00 – 15:00 hrs Staggered Sitting	Dinner 16:30 -18:00 hrs Staggered Sitting	Dinner 18:00 - 20:00 hrs Staggered Sitting	Dinner 19:00 hrs.	Dinner 19:00 – 21:00 hrs Staggered Sitting	Snack Pack 19:00 hrs
Number of Meals	230	280 (230+50)	150	300	50	150	50

Day 2	2,450 Meals required, 300 Breakfasts, 1,320 Lunches, 815 Dinners and 15 Snack Packs.						
Meal Serving Times	Breakfast 07:00 hrs	Lunch 12:00 hrs	Lunch 14:00 hrs	Lunch 14:30 – 16:30 hrs Staggered Sitting	Dinner 19:00 – 21:00 hrs Staggered Sitting	Dinner 19:00 hrs	Snack Pack 19:00 hrs
Number of Meals	300	800	220	300	800	15	15

Scenario 3: Large Event - Garda Members assemble and are fed at two (2) separate locations over three (3) days.

Location 1	4,320 Meals Required over 3 days.						
Day 1	1,210 Meals required, 230 Breakfasts, 280 Lunches, 650 Dinners and 50 Snack Packs.						
Meal Serving Times	Breakfast 07:00 hrs	Lunch 12:00 – 15:00 hrs Staggered Sitting	Dinner 16:30 -18:00 hrs Staggered Sitting	Dinner 18:00 0 20:00 hrs Staggered Sitting	Dinner 19:00 hrs.	Dinner 19:00 – 21:00 hrs Staggered Sitting	Snack Bag 19:00 hrs
Number of Meals	230	280	150	300	50	150	50

Day 2	2,450 Meals required, 300 Breakfasts, 1,320 Lunches, 815 Dinners and 15 Snack Packs.						
Meal Serving Times	Breakfast 07:00 hrs	Lunch 12:00 hrs	Lunch 14:00 hrs	Lunch 14:30 – 16:30 hrs Staggered Sitting	Dinner 19:00 – 21:00 hrs Staggered Sitting	Dinner 19:00 hrs	Snack Bag 19:00 hrs
Numbers	300	800	220	300	800	15	15

Day 3	660 Meals required, 230 Breakfasts and 430 Lunches.		
Meal Serving Times	Breakfast 07:00 hrs	Lunch 12:00 hrs	Lunch 14:00 hrs
Numbers	230	280	150

Location 2	7,225 meals required over the three days.						
Day 1	2,750 Meals required, 300 Breakfasts, 1,250 Lunches, 1,075 Dinners and 125 Snack Packs,						
Meal Serving Times	Breakfast 07:00 hrs	Lunch 12:00 hrs	Lunch 14:00 hrs	Lunch 14:30 – 16:30 hrs Staggered Sitting	Dinner 17:00 – 19:00 hrs Staggered Sitting	Dinner 19:00 – 21:00 hrs Staggered Sitting	Snack Bag 21:00 - 21:30 hrs 20:00 - 21:30 hrs
Numbers	300	400	550	300	400	550	125

Day 2								
3,450 Meals required, 350 Breakfasts, 1,600 Lunches, 1,375 Dinners and 125 Snack Packs,								
Meal Serving Times	Breakfast	Lunch	Lunch	Lunch	Dinner	Dinner	Dinner	Snack Bag
	07:00 hrs	12:00 hrs	14:00 hrs	14:30 – 16:30 hrs	17:00 – 19:00 hrs	19:00 – 21:00 hrs	20:00 - 21:30 hrs	20:00 - 21:30 hrs
				Staggered Sitting	Staggered Sitting	Staggered Sitting		
Numbers	350	650	600	350	650	600	125	125

Day 3								
1,025 Meals required, 350 Breakfasts, 200 Lunches, 425 Dinners and 50 Snack Packs,								
Meal Serving Times	Breakfast	Breakfast	Lunch	Lunch	Dinner	Dinner	Dinner	Snack Bag
	07:00 hrs	11:00 hrs	12:30 hrs	14:30 - 16:30 hrs	16:00 – 18:00 hrs	19:00 – 21:00 hrs	20:00 - 21:30 hrs	20:00 - 21:30 hrs
		Breakfast Option		Staggered Sitting	Staggered Sitting	Staggered Sitting		
Numbers	150	200	50	150	200	175	50	50

The Tenderer will be required to provide all of the equipment necessary to serve the meal including tables and chairs.

Tenderers should note that the scenarios presented are notional events and that no actual volume of work is guaranteed under the Panel Agreements.

5. Call-Off System

Under the Panel Agreement the Contracting Authority will call off contracts for Service by way of a mini-competition / supplementary request for Tender sent to a subset of Panel Members for the relevant Lot.

The subset of members will be identified by applying the filters outlined in table A1.2. The primary filters will be geographic location in relation to the area of deployment and capacity. The proximity of the venue has a direct impact on the number of resources needed to police an event. As the venue moves further from area of deployment the number of resources required to provide cover for meal breaks increases. The Contracting Authority will seek to identify venues within 1 kilometre of the area of deployment. Additional filters including capacity, range of meals offered, hours of operation, and parking may also be applied. The Contracting Authority reserves the right to add additional filters based on operational requirements. In the event that additional filters are identified the Contracting Authority will solicit additional information from the Panel Members in advance of the application of the new filters.

The Contracting Authority shall issue a Supplementary Request for Tender (“SRFT”) to the subset of panel Panel Members at their discretion. The SRFT shall set out the Contracting Authority’s requirements, the technical specifications and the award criteria.

The following award criteria, with a range of scores, shall apply.

Lot 1: Venue Hire - Mini Competition Criteria		Possible Marks
1	Proposed approach to mobilization and service delivery for the designated event (or events).	0-800 marks
2	Proposed approach to Contract management and contract performance	0-800 marks
3	Proposed approach to Environmental Management and Sustainability	0-100 marks

4	Cost	200-1000 marks
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Lot 2: Venue Hire and Catering Service – Mini Competition Criteria		Possible Marks
1	Proposed approach to mobilization and service delivery for the designated event (or events).	0-800 marks
2	Proposed Food Offering	0-800 marks
3	Proposed approach to Contract management and contract performance	0-800 marks
4	Proposed approach to Environmental Management and Sustainability	0-100 marks
5	Cost	200-1000 marks

5.1.Call Off Management

The Contracting Authority is responsible for the procurement, award and overall governance of the Panel. In particular, the Contracting Authority will coordinate with internal clients to manage the completion of Mini-Competitions.

The Contracting Authority also reserve the right to procure services outside the Panel, for example if immediate capacity or general quality control issues become evident.

6. Food Safety / Food Hygiene Governing Legislation

As outlined in the section **3.2.5** above, Panel Members are required to declare that their food business is registered with the relevant competent authorities for food (for example, NEHS, local authority, Department of Agriculture, Food and the Marine).

The Contracting Authority also requires Tenderers to have a Food Safety Management System in place.

Tenderers are required to demonstrate that they have in place effective procedures for traceability, product recalls, customer complaints, supplier approval, cleaning and disinfection, temperature control and waste disposal.

The Contracting Authority also requires Tenderers to have in place a food allergen management system to prevent cross-contamination and to ensure that any of the 14 EU-priority food allergens are declared in compliance with current European (Regulation (EU) No 1169/2011 on the provision of Food Information to Consumers) and national legislation (S.I. No 556 of 2014 and 489 of 2014).

Tenderers are required to have in place food safety and food allergen training for employees and should provide evidence of such training in their tender submissions. Tenderers are also required to conduct comprehensive staff briefing on specific guest allergies or dietary preferences ahead of service.

7. Environmental and Sustainability Management

7.1 Environmental and Sustainability Management

Climate Action Plan 2025 (CAP25) is the third statutory annual update to Ireland's Climate Action Plan

under the Climate Action and Low Carbon Development (Amendment) Act 2021. It builds upon CAP 2024 by refining and updating the measures and actions required to deliver the carbon budgets and sectoral emissions ceilings. The Plan provides a roadmap for taking decisive action to halve Ireland's emissions by 2030 and achieve climate neutrality by no later than 2050.

The Government's (April 2024) Buying Greener: Green Public Procurement Strategy and Action Plan 2024-2027 includes sectoral targets for food procurement and food waste prevention. The Public Sector Mandate of CAP25 further strengthens sectoral targets for food waste by requiring public bodies to measure and monitor food waste generated on their premises using a standard approach outlined by the EPA. In addition, all new food and canteen services contracts, including those for events and conferences must include measures for food waste prevention and segregation.

For Lot 2, Tenderers are required to show an awareness of the importance of sourcing locally produced food highlighting provenance, where possible, and where appropriate, incorporating products with geographical indications (PDOs and PGIs), as well as and use of organic produce where possible to do so. The Farm to Fork Strategy is at the heart of aiming to make food systems fair, healthy and environmentally-friendly.

Food systems cannot be resilient to crises if they are not sustainable. The Contracting Authority recognises the need to redesign our food systems which today account for nearly one-third of global GHG emissions, consume large amounts of natural resources, result in biodiversity loss and negative health impacts (due to both under- and over-nutrition).

The Farm to Fork Strategy aims to accelerate our transition to a sustainable food system that should:

- have a neutral or positive environmental impact
- help to mitigate climate change and adapt to its impacts
- reverse the loss of biodiversity
- ensure food security, nutrition and public health, making sure that everyone has access to sufficient, safe, nutritious, sustainable food
- preserve affordability of food while generating fairer economic returns, fostering competitiveness of the EU supply sector and promoting fair trade

Tenderers should be aware of Contracting Authority's obligations under this over-arching strategy: to ensure the inclusion of organic food becomes more prevalent across public procurement decisions when procuring event catering services for both Government and private sector events.

Tenderers will be required to demonstrate in their proposals their strategy for incorporating organic foods into their menus and their strategy for ensuring minimisation of food waste and how these strategies align with the Green Public Procurement Strategy Action Plan 2024-2027. Ireland's CAP targets 10% of all agricultural area to be farmed organically by 2030. The achievement of this target will be supported by the inclusion of organic food in the daily menu. **Panel Members must ensure that at least 10% of the total value of food items supplied must be certified organic in each of the following categories of cereals, fresh beef, lamb, pork, poultry, fish, vegetables and dairy products, where possible.**

The Contracting Authority would have preference for ingredients that are sourced from members of Bord Bia Sustainable Quality Assurance Schemes.

It is the policy of the Contracting Authority to address the problems of the environment wherever possible through the use of products that are environmentally sound and through concepts and services

that can be used to reduce the impact on and protect the environment. Therefore, successful Panel Members are required to support this policy in their provision of the services. For example, through the use of plastic and CFC free packaging, by the separation of waste into compostable, dry waste products for recycling purposes and general waste, by the non-use of irradiated products, or by the implementation of other such environmentally friendly procedures or products as requested by the Contracting Authority in a mini-competition. Panel Members are required to comply with and co-operate with all waste management initiatives on site. Panel Members will also be required to drive sustainability and reduce impact on the environment, to include waste management, water conservation and energy efficiency. The Contracting Authority may undertake audits of same during the Term of the Panel Agreement.

7.2 Waste Management

Tenderers must outline the systems which they have in place to measure and report on food waste generated under the contract, and indicate whether they have implemented the GPP guidance on food and catering published by the Environmental Protection Agency (available here). Tenderers must, if required to do so by the Contracting Authority make information on food waste available to them.

Tenderers are encouraged to sign up to the EPA's Food Waste Charter established in line with Ireland's Food Waste Prevention Roadmap.

Panel Member will be responsible for the removal of all waste generated in the provision of the services, including without limitation, cardboard, paper and food waste and shall dispose of such waste in accordance with relevant legislation.

The Contracting Authority expects the Panel Member to adopt policies which progressively address environmental considerations and their purchasing policies consider waste minimisation as a factor in all purchasing decisions. The Contracting Authority requires that food waste from events is measured, recorded and data made available on request of the Contracting Authority.

The Contracting Authority's Sustainability Policy commits to supporting the organisation of meetings and events as sustainably as possible and in alignment with relevant legislation and policies. These include, but are not limited to: the Climate Action Plan, the Public Sector Climate Action Mandate, the Green Public Procurement Strategy and Action Plan 2024-2027 and Food Vision 2030.

7.3 Responsible Business Conduct

Responsible business conduct (RBC) sets out an expectation that all businesses – regardless of their legal status, size, ownership or sector – avoid and address negative impacts of their operations and across their supply chain, while contributing to sustainable development in the countries where they operate / conduct business activity.

Additional information can be found at the following link <https://mneguidelines.oecd.org/about.htm>

The Contracting Authority wishes to re-iterate that a major objective for this Panel is to enable the promotion of Responsible Business Conduct (RBC) including but not limited to the supply of greener Services and supply chain mapping. It is envisaged that the successful Tenderer(s) will work with the Contracting Authority and Contracting Authority in promoting and implementing RBC.

As part of the All of Government Plan on Climate Action Plan 2024 and giving regard to Circular 20/2019, all Government Departments are seeking to reduce the environmental impact of the goods and services procured. In an effort to promote Environmental Considerations and promote Client awareness of any

Environmental Initiatives, the successful Panel Members shall inform the Contracting Authority of any current and new initiatives it has in place which aim to improve efficiency and lessen the environmental impacts.

At a high level, RBC is divided into three main areas: Supply Chain, Green Procurement and Social Considerations. Below is a non-exhaustive list of requirements under each of these three areas.

7.3.1 Supply Chain

Tenderers should be in a position to verify, as far as reasonably practicable, that suppliers within their supply chain are not in breach of the exclusionary grounds outlined in the ESPD.

Tenderers should be in a position to verify, as far as reasonably practicable, that suppliers within their supply chain are not in breach of Russian Sanctions/EU Regulation 2022/576 aimed at restricting participation in economic activity by economic operators from the Russian Federation.

Tenderers must be able to provide detail on their supply chain mapping as and when requested by the Contracting Authority throughout the term of the Services Contract(s). This includes but not limited to:

- Updates with regards to risks associated to your supply chains;
- Details of the main cost drivers linked to the different components of the supply chain;
- Details of your Ethical Sourcing / Procurement policy, if in place; and if not, whether there are plans to create one;
- Evidence of compliance with Social / Labour Law accreditations as outlined and self-declared in the FCT088F Appendix 1C Responsible Business Conduct document.

7.3.2 Green Procurement

In line with the Climate Action Plan 2024 and European Directive 2019/904 on the reduction of the impact of certain plastic products on the environment. The Contracting Authority and / or the Contracting Authority will require an annual review meeting with the Panel Member(s) to propose alternative environmentally friendly and sustainable goods with characteristics including but not limited to:

- Products sourced from sustainable and certified sources promoting good environmental practices and tackling social issues;
- Organic/Plant based/Vegan goods;
- Proposals for food products packaged in a form which reduces waste to a minimum while still ensuring the safety and preservation of food;
- Reduction in food containers made of single use plastic;
- Details on whether your organisation measures CO₂eq emissions footprint; and if not, what plans are in place to do so in the future;
- Details on your organisations sustainability strategy or plans to create one.

On 4th April 2024 “Buying Greener: Green Public Procurement Strategy and Action Plan 2024-2027” was published and it includes the following Sectoral Targets for Food Procurement and Food Waste Prevention:

- Sectoral Target 2: “From the date of publication of the GPP Strategy and Action Plan a minimum of

10% by value (€) of food sought by public sector bodies under new contract arrangements (including via Contractors such as canteen service providers), is to be certified organic in each of the following categories of Cereals, fresh Beef, Lamb, Pork, Poultry, Fish, Vegetables and Dairy products, where possible.”

- Sectoral Target 3: “From 2025, 100% of new contract arrangements related to canteen or food services to include measures that are targeted at addressing food waste, with a specific focus on food waste prevention, taking into account Ireland’s commitment to reduce food waste by 50% by 2030, and food waste segregation.”
- Sectoral Target 4: “From 2024, 100% of new contract arrangements related to canteen or food services (including food services for public sector organised conferences) to cease using disposable/single use cups, plates and cutlery from any public sector canteen, closed facility, and public sector organised conferences, excluding clinical (i.e., non-canteen healthcare) environments.”

7.3.3 Social Considerations

The Panel Members will be required to support policies and guidelines to improve health and wellbeing and provide awareness to the end users on how food can affect our health and mood.

The Panel Members will be required to work with the Contracting Authority/Contracting Authority to promote the healthy living benefits of the Services Contract(s). This may involve working with Contracting Authority/users to promote the benefits of their food and educate end users on healthy options, e.g. calorie counts on menu, healthier food options, catering for various diets, food origin, etc.

The Panel Members shall supply the Contracting Authority/Contracting Authority with an annual RBC / Social Considerations report, for the previous year. This report must demonstrate that the Contractor their suppliers/manufacturers, and all suppliers /manufacturers’ sub-contractors apply Responsible Business Conduct (RBC) in relation to sourcing of products, Environmental, Social and Labour Law Considerations. The report shall include details of implemented processes that mitigate against risks associated with the supply of products, human trafficking in the recruitment, selection, and hiring of workers.

8. Communication Skills

The Contracting Authority requires that all service personnel must be sufficiently fluent and proficient in the English language so as to properly discharge their duties.

9. Presentation / Uniforms and Personal Hygiene

In compliance with S.I. No.165/2000 European Communities (Hygiene of Foodstuffs) Regulation Part VIII, service personnel working in a food handling area shall maintain a high degree of personal cleanliness and shall wear suitable, clean and where appropriate protective clothing, throughout their work under this Panel.

The Contracting Authority requires that all service personnel be well presented at all times wearing a neat uniform. Hair should be tied back and jewellery should be discrete and not interfere with hygiene standards. Service personnel should not present at work if they are suffering from any contractible illness. They must also engage in effective handwashing and all other health and safety procedures set

out by their employer.

10. Complaints / Service Issues

Panel Members must have a formal written procedure for dealing with complaints. This procedure should include a clear-path communication process, a system for reporting root cause, corrective and preventative actions, etc. The timelines involved must be (at a minimum) written acknowledgement of the incident to the Contracting Authority within a maximum of two working days. Investigation results and report (including resolution/corrective action) must be furnished to the Contracting Authority, within a maximum of ten working days from receipt of a complaint.

In the event that the complaint is of a medical nature then the Contracting Authority will require a thorough investigation. The results of the Panel Member's investigation and resolution/corrective action must be forwarded to the Contracting Authority's Contract Manager in a written report. If laboratory analysis is required, the Panel Member shall undertake this at their own cost.

11. Health and Safety

Panel Members are required to have a Health and Safety Statement in place as is legally required under the Safety, Health and Welfare at Work Act 2005. The Panel Members Health and Safety Statement should reflect the mobile nature of the services required.

The potential locations for the provision of services are subject to change based on the operational needs of the Contracting Authority. Venues may be publically or privately owned. The Contracting Authority and the Panel Member will be jointly responsible for determining who the body responsible for Health and Safety management at each location is and will work with the relevant body to fulfil all relevant statutory requirements in relation to the relevant Health and Safety at Work legislation, including, in particular, the Health and Safety Officer role. The Panel Member's staff at the site will be subject to the designated Health and Safety Officer's direction and will comply with any instructions in that regard. The Panel Member will be provided with the site Safety Manual where available, and will make themselves and their staff available for any necessary liaison, relevant H&S training, fire and evacuation drills etc. as required by the designated Health and Safety Officer.

The service locations' fire and emergency procedures are to be fully understood and adhered to by the Panel Member's employees. The Panel Member will be responsible for ensuring that all its employees are accounted for in the case of emergency evacuation.

All accidents involving catering staff, whether of a major or minor nature will be reported to the Contracting Authority. Panel Members shall maintain a written record of accidents and dangerous occurrences in accordance with current legislation.

Panel Members are required to adhere to all Government public health advice and guidelines.

12. Premises, Plant and Equipment

Panel Members are required to provide the necessary plant and equipment for the provision of the services.

Panel Members are required to maintain the standards of hygiene required by law at all times during

the provision of services. The required level of cleaning may be changed in line with Government public health advice.

The Contracting Authority shall have the right to amend these agreed standards as it sees fit and in line with public health advice and or legislation.

13. Contract Management

13.1. Client Liaison / Service Level Agreement

Tenderers are required, as a condition of acceptance into the Panel Agreement, to accept the Services Contract enclosed as Appendix 6 to this RFT.

Tenderers must appoint a designated Senior Manager with relevant experience to manage requests for service and the delivery of services where the successful Panel Member is awarded a Services Contract.

Regular meetings to review operational performance, risk management, sustainability, quality of food and service and contract Key Performance Indicators will be held between the Panel Member's Nominee and the Contracting Authority's designated Contract Manager(s).

A regular time and place of meeting and a standard agenda will be agreed between the Panel Member and the Contracting Authority. Meetings will be chaired by the Contracting Authority as appropriate.

Contract KPIs include satisfaction levels in relation to food quality, presentation and service. The data will be captured in participants' surveys after all significant events. Panel Members are expected to score over 90%. In the event of a Panel Member not meeting these KPIs, the Contracting Authority reserves the right to suspend the Panel Member from the Panel until such time as evidence is provided that identified shortcoming(s) in quality standards are fully addressed.

Panel Member's overall performance will be reviewed taking into account the feedback from the service users, the Contracting Authority, and, an Independent Quality Assurer appointed by the Contracting Authority where appropriate. Where a Panel Member receives unsatisfactory feedback a formal review of performance will be conducted.

13.2. Management Information Reporting

The successful Panel Members shall be required, during the Term of any Services Contract, to provide management information to the Contracting Authority on an agreed regular basis and/or within five (5) working days of receipt of a written request from either of those entities.

Management information is to be provided in a format specified by the Contracting Authority and returned on an agreed basis. Reports shall be in electronic spreadsheet format and e-mailed to the Contracting Authority as agreed.

Reports may include but are not limited to:

- Number of meals served broken down by meal type;
- Number of complaints received;
- Average daily costs per head;
- Results of quality feedback reviews, undertaken by the Contractor on a regular basis (at

least twice annually);

- Annual Green Public Procurement Reports (e.g. Implementation of organic products, elimination of single use plastics, food waste reduction targets, etc.).

The Contracting Authority reserve the right to request additional management information.

Some additional reports may be required during the Term of any Services Contract, in line with unforeseen future requirements. If such additional reports are necessary, the Contracting Authority undertakes to limit such additional reporting requirements to the necessary minimum. The appointed Contractor shall be required to assist with the development of any additional and different reports at no additional cost to the Contracting Authority.

All additional management information shall be readily available for the Contracting Authority within ten (10) working days from request in writing.

13.3. Service Levels and KPIs

The Contracting Authority shall measure the performance of the Contractor against Key Performance Indicators (KPIs) during the Term of any Services Contract. These KPIs will include but not be limited to:

- Service levels in regard to the operating of the catering and meal delivery service,
- Management and supervision of staff;
- Food quality and menu variety;
- Issues / Complaints / General Attitude and Cooperation.
- Financial performance and reporting;

Specifications for the service levels and KPIs requirements will be provided at draw down stage in the request for service or in an SRFT.

14. Publicity / Branding

The Contracting Authority does not permit branding on site. All publicity (including social media) related to these Panels must have the written approval of the Contracting Authority prior to being publicly communicated.

15. Tender Response requirements

Responses must be completed in the Tender Response Document provided as Attachment 1 in the Tender Documents on eTenders. Tenderers should not reformat the Tender Response Document or add company headers or branding.

Tenderers are required to submit a separate Tender Response Document for each Lot tendered. Tenderers will only be able to “Submit” their response when all Lots are complete. Tenderers should submit a blank Word document entitled “No-Bid” in the Technical Envelope and a blank Excel Document entitled “No-Bid” in the Financial Envelope for any Lot that they are not Tendering for.

Any information not set out in the relevant response section of Attachment 1 Tender Response Document will not be evaluated. This includes any appendices or attachments not explicitly requested in the Request for Tender or in the Tender Response Document.

Word Count Limit: Where a maximum word count limit is specified in the Tender response document, the Tender evaluation group will only evaluate the response up to the specified word count limit. Any words or content in excess of the word count will be ignored. This includes any appendices, attachments, links or embedded files.

Exhibits: For the avoidance of doubt, flowcharts and pictorial exhibits will not be included in the word count. However, words in tabular or other wordy exhibits will be counted.

APPENDIX 2: Pricing Schedule

Tenderers are required to return the Price Quotation Workbook (published with the Contract Notice) with their tender submission.

Tenderers for Lot 1 are required to indicate the room / venue capacity and to quote a daily cost for venue hire for different numbers of days.

Venue Hire Lot 1 and Lot 2

Room Number or Name			
	Theatre Style (i.e. lines of seats facing a lecturn or "stage")	Theatre Style with Tables (i.e. lines of seats facing a lecturn or "stage" with oblong tables in front of each line of seats)	Cabaret Style (i.e. circular tables with 8 to 12 people facing lecturn or "stage")
Room Capacity (Number of People)			
	Number of Days of Hire	Proposed Unit Cost	
Daily Rate	1 to 7 Days	€0.01	1 to 7 Days
Daily Rate	7 to 30 Days	€0.01	7 to 30 Days
Daily Rate	30 Days Plus	€0.01	30 Days Plus

Tenderers for Lot 2 are required to quote a cost for venue rental and a cost per meal for a range of scenarios small, medium and large, based on the scenarios set out in section 4 in appendix 1.

The prices per meal quoted must be all-inclusive (i.e. including but not being limited to event management, overheads, staffing, cost of supplies and services, shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT.

Prices quoted will be used for budgeting and internal approval processes by the Contracting Authority's staff. Tenderers will be required to quote specific costs as part of a mini-competition.

Tenderers should raise clarification questions to validate assumptions made for the pricing schedule during the Tender Process.

Scenario 1	Small Event		
Meal Required	Proposed Unit Cost	Number of Meals Required	Total Cost
Breakfasts (Sit Down)	€0.01	0 to 250	€2.50
Breakfast (Grab and Go)	€0.01	0 to 250	€2.50
Lunch (Sit Down)	€0.01	0 to 250	€2.50
Dinner (Sit Down)	€0.01	0 to 250	€2.50
Snack Packs (Grab and Go)	€0.01	0 to 250	€2.50
Total Cost Scenario 2			€12.50
Scenario 2	Medium Event		
Meal Required	Proposed Unit Cost	Number of Meals Required	Total Cost
Breakfasts (Sit Down)	€0.01	251 to 1000	€10.00
Breakfast (Grab and Go)	€0.01	251 to 1000	€10.00
Lunch (Sit Down)	€0.01	251 to 1000	€10.00

Dinner (Sit Down)	€0.01	251 to 1000	€10.00
Snack Packs (Grab and Go)	€0.01	251 to 1000	€10.00
Total Cost Scenario 1			€50.00
Scenario 3	Large Event		
Meal Required	Proposed Unit Cost	Number of Meals Required	Total Cost
Breakfasts (Sit Down)	€0.01	1000+	€15.00
Breakfast (Grab and Go)	€0.01	1000+	€15.00
Lunch (Sit Down)	€0.01	1000+	€15.00
Dinner (Sit Down)	€0.01	1000+	€15.00
Snack Packs (Grab and Go)	€0.01	1000+	€15.00
Total Cost Scenario 1			€75.00

Overall Notional Total	€137.50
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Appendix 3: Tenderer's Statement

Tenderers must complete and submit the following form of Tenderer's Statement printed on the Tenderer's headed notepaper and signed by the Tenderer in the TRD.

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

RE: Request for Tender to establish Dynamic Panels for the provision of Venue Hire and Venue Hire with Catering Services for An Garda Síochána

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Panel Agreement and 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 Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of:
 - (i) the RFT;
 - (ii) the Panel Agreement (Appendix 5) and agree that, if offered appointment to the Panel, we will execute the Panel Agreement and the Confidentiality Agreement at Appendix 7 of the RFT;
 - (iii) the Services Contract (Appendix 6) and agree if awarded any contract pursuant to the Panel Agreement to execute the Services Contract; and
 - (iv) the Service Level Agreement (Appendix 1 to the Panel Agreement).
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Services in accordance with the requirements and technical specifications set out in the RFT (Appendix 1).
5. We agree that, if awarded any such contract pursuant to a Panel Agreement that we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract pursuant to a Panel Agreement, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.
10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

SIGNED:

(Authorised Signatory)

Print name:

Company Address:

Date:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tender to establish Dynamic Panels for the provision of Venue Hire and Venue Hire with Catering Services for An Garda Síochána

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

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

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

1. I am a [\[insert role of Declarant\]](#) of [\[Click here and insert name of entity\]](#) and am authorized by [\[Click here and insert name of entity\]](#) to make this declaration which relates to a tender ("the Tender") submitted by [\[Click here and insert name of entity\]](#) in response to an RFT titled *"Request for Tender to establish Dynamic Panels for the provision of Venue Hire and Venue Hire with Catering Services for An Garda Síochána"* published by The Commissioner of An Garda Síochána ("the Contracting Authority").
2. Neither [\[Click here and insert name of entity\]](#) nor any person is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) nor any person who has powers of representation, decision or control in [\[Click here and insert name of entity\]](#) has:
 - a. ever been the subject of a conviction for participation in a criminal organisation as defined in Article 2 of Council Panel Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Panel Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in which [\[Click here and insert name of entity\]](#) is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Panel 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 Panel Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour, and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [\[Click here and insert name of entity\]](#):
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

- b. has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]:
- a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X to Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession.
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any sub-contractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)
Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Panel Agreement

THIS PANEL AGREEMENT IS MADE ON XX MONTH 2026:

("the Panel Agreement")

BETWEEN:

The Commissioner of An Garda Síochána, whose offices are located at Garda Headquarters, Phoenix Park, Dublin 7 ("the Contracting Authority"); and

[Insert name of Panel Member] whose principal place of business is at [Address] ("the Panel Member")

(each a "Party" and together the "Parties")

WHEREAS:

1. By Request for Tenders entitled "*Request for Tender to establish a multi-supplier Dynamic Panel Agreement for the provision of Venue Hire and Venue Hire with Catering services for An Garda Síochána*" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XXXXXX of 2026 ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") to participate in a panel agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between the XXth of March 2026 and the XXth of April 2026 (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Panel Agreement.
2. The Panel Member submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Panel Member to the Contracting Authority between the XXth of April 2026 and [insert date] April 2026 (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Panel Agreement.
3. The Panel Member was appointed to the Panel as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

"Commencement Date" means _____ 2026;

"Contract" means a contract which is awarded in accordance with this Panel Agreement

"Services Contract" means the template contract attached at Appendix 6 to the RFT;

"Contracting Authority" means any party identified in Part 1, paragraph 1.3 of the RFT who may award Contracts pursuant to this Panel Agreement;

"Panel Term" means the period set out in Clause 2.5 of this Panel Agreement;

"Month" means a calendar month;

"Prime Contractor" has the meaning set out in Part 1, paragraph 2.5 of the RFT;

"Sub-contractor" has the meaning set out in Part 1, paragraph 2.5 of the RFT;

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

- To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Panel Agreement, the relevant provision of the Contract shall prevail.
- Headings are included for ease of reference only and shall not affect the construction of this Panel Agreement.
- Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 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.

2. APPOINTMENT OF PANEL MEMBER, SCOPE AND TERM OF THE PANEL AGREEMENT

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Panel Member, the Panel Member accepts its appointment under the provisions of this Panel Agreement.
- 2.2 This Panel Agreement does not entitle the Panel Member to be consulted in respect of, or awarded any Contract during the Panel Term. The Contracting Authority may at its or their sole discretion choose not to enter into any Contract pursuant to this Panel Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Panel Agreement and the Parties acknowledge that the Contracting Authority are not bound to enter into any Contract or other arrangement with the Panel Member as a result of entering into this Panel Agreement. Without prejudice to the foregoing the Panel Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Panel Agreement and to encourage use of the Panel Agreement by the Contracting Authority and the Panel Member may be required to provide reasonable

assistance in this respect.

- 2.4 This Panel Agreement does not confer exclusivity on any Panel Member. The Contracting Authority may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Panel Agreement. In this event, the Contracting Authority shall observe all obligations at law and shall not afford any advantage to the Panel Member.
- 2.5 This Panel Agreement shall take effect on the Commencement Date and expire [insert term of Panel] thereafter ("the Panel Term") unless terminated earlier in accordance with this Panel Agreement. The Contracting Authority reserves the right to extend the Panel Agreement for a period of 12 months.
- 2.6 The Panel Member shall be an independent Panel Member and not be deemed an employee of the Contracting Authority. This Panel Agreement shall not be deemed or construed to create a joint venture, partnership and/or fiduciary or other relationship between the Panel Member and the Contracting Authority. The officers, employees or agents of the Panel Member are not and shall not hold themselves to be (and shall not be held out by the Panel Member as being) servants, employees or agents of the Contracting Authority for any purposes whatsoever.
- 2.7 The Contracting Authority would refer the Panel Member in particular to the provisions of Regulation EU 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument), and to its obligation to comply herewith.

3. PANEL AGREEMENT MANAGEMENT PROVISIONS

3.1 The Panel Member hereby agrees and undertakes to comply with the Panel Agreement management provisions as set out in section 13 of Appendix 1) to the RFT, or as may be notified in writing by the Contracting Authority to the Panel Member from time to time.

4. SERVICES CONTRACT

1.1 This Panel Agreement relates to the provision of the Services.

1.2 Where the Panel Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Contracting Authority in accordance with the Services Contract. Subject to the provisions of this Panel Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Panel Member shall be required to enter into the Services Contract with the Contracting Authority.

5. PROCEDURE FOR AWARD OF CONTRACTS

Under the Panel Agreement the Contracting Authority will operate a rotation system for the award of call-off contracts, commencing with the highest ranked Panel Member and proceeding sequentially as and when requirements arise.

The Contracting Authority shall issue a Notification to Activate Services Form ("NASF") (Appendix 1) to the next Panel Member on the rotation list when a new requirement is needed. The Panel

Member will be required, within 48 hours, to confirm that they have capacity to fulfil the contract. If an affirmative answer is provided, then a detailed and fully costed Event Management and Resource Plan setting out detailed and specific requirements shall be sent to the Contracting Authority within two weeks. Once the Contracting Authority approves the Plan (in consultation with the Panel Member), and will do so as expeditiously as possible, the Panel Member will be required to sign a template Services Contract (RFT, Appendix 6).

If the Panel Member does not reply in time, or indicates it will not respond, or if their proposal is deemed unsuitable, the NASF will be served on the next highest ranked Panel Member et cetera.

Given the significant number of events to be hosted during the EU Presidency (July to December 2026), Contracting Authority reserve the right to bundle some events, including events of different categories (Tiers); to appoint a Panel Member to service a specific location; to award a Services Contract for a defined period; or, to otherwise operate the Panel in as flexible manner as possible reflecting changing and last minute requirements.

Contracting Authority reserve the right to negotiate proposed Event Management and Resource Plans (and associated costs) with Panel Members.

As an alternative to the rotation arrangement, Contracting Authority reserve the right to procure services using mini-competition for events that may be deemed very high profile, of a sensitive nature or where there are complex requirements that go beyond the baseline requirements for the Panel

Contracting Authority also reserve the right to procure services outside the Panel, for example if immediate capacity or general quality control issues become evident.

6. AWARD CRITERIA

6.1 Where a rotation arrangement is not used, mini-competitions may be used by Contracting Authority.

In such an event, Contracting Authority shall send a Supplementary Request for Tender ("SRFT") to at least three Panel Members at their discretion. The SRFT shall set out the Contracting Authority's requirements, the technical specifications and the award criteria.

6.2 The following award criteria, with a range of scores, shall apply.

Lot 1: Venue Hire - Mini Competition Criteria		Possible Marks
1	Proposed approach to mobilization and service delivery for the designated event (or events).	0-800 marks
2	Proposed approach to Contract management and contract performance	0-800 marks
3	Proposed approach to Environmental Management and Sustainability	0-100 marks
4	Cost	200-1000 marks

Lot 2: Venue Hire and Catering Service – Mini Competition Criteria		Possible Marks
1	Proposed approach to mobilization and service delivery for the designated	0-800 marks

	event (or events).	
2	Proposed Food Offering	0-800 marks
3	Proposed approach to Contract management and contract performance	0-800 marks
4	Proposed approach to Environmental Management and Sustainability	0-100 marks
5	Cost	200-1000 marks

6.3 The Contracting Authority may cancel a mini-competition at any time prior to a Contract being executed by the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Panel Member.

6.4 The Contracting Authority will require the Panel Member to whom it has decided to award the Contract to provide the required event catering services supply up-to-date evidence as set out in paragraph 3.2 of the RFT. Where the Panel Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked tenderer.

7. APPLICABLE LAW AND JURISDICTION

This Panel Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

8.1 The Panel Member shall comply with all applicable laws relating to the discharge of its obligations under this Panel Agreement and any and all Contract(s).

9. TAX CLEARANCE

9.1 The Panel Member shall comply with all applicable EU and domestic taxation laws and requirements.

9.2 Prior to the award of any Contract, the Panel Member shall promptly 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 Panel Member acknowledges and agrees that the Contracting Authority has the permission to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Sub-contractors.

10. ANTI COMPETITIVE CONDUCT

10.1 Without prejudice to the generality of clause 8.1, the Panel Member shall comply with 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.

11. CONFLICTS OF INTEREST

11.1 Any actual or potential conflict of interest on the part of a Panel Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Sub-contractor(s)) (a “Conflict”) must be fully disclosed to the immediately in writing as soon as the Conflict becomes apparent to the Panel Member. In the event of any Conflict, the Contracting Authority may invite the Panel Member to propose means by which the Conflict might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

6.1 Any registerable interest involving a Panel Member and the Contracting Authority, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Panel Member after the submission of a Response, it must be communicated to the Contracting Authority immediately upon such information becoming known. The terms ‘registerable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

13.1 All communications between the Contracting Authority and the Panel Member must be treated as being strictly confidential. The Panel Member undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Panel Member pursuant to clause 13.2 below. All of the Panel Member’s employees and personnel, including Sub-contractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority to sign a confidentiality agreement in a format as determined by the Contracting Authority.

13.2 The Panel Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.

13.3 No publicity regarding this Panel Agreement or any Contract pursuant to this Panel Agreement is permitted unless and until the Contracting Authority has given their prior written consent to the relevant communication.

14. NOTICES

14.1 Any notice or other written communication to be given under this Panel 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 14.

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

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

15. GIFTS

15.1 The Panel Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority may terminate this Panel Agreement and any existing Contract(s) respectively and recover from the Panel Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF PANEL AGREEMENT

16.1 All costs and expenses incurred by the Panel Member relating to its participation in this Panel Agreement and in any mini-competition shall be borne solely by the Panel Member. The Contracting Authority shall not have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Panel Member in this regard.

17. TERMINATION

17.1 This Panel Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving one month's written notice to the Panel Member.

17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Panel Agreement immediately and without liability for compensation or damages on the happening of any of the following events:

17.2.1 if the Panel Member commits any serious breach or a series of breaches of any provision of this Panel Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within thirty days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Panel Agreement management provisions as set out in the SLA shall be deemed to be a serious breach of this Panel Agreement.

17.2.2 if the Panel Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Panel Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority within thirty days after a receipt of a request in writing from the Contracting Authority.

17.2.3 if the Panel Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.

17.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Panel Member which cannot, in the opinion of the Contracting Authority, be removed by other means.

17.2.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Panel Member.

17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Panel Agreement does not affect the validity of this Panel Agreement.

17.4 Termination of this Panel Agreement shall not affect any antecedent and accrued rights,

obligations or liabilities of either Party, nor shall it affect any provision of this Panel Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

17.5 The Contracting Authority shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Contracting Authority becomes aware:

17.5.1 That any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Panel Member;

17.5.2 That the Panel Member (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

18. FREEDOM OF INFORMATION

18.1 The Panel Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Panel Member may be released pursuant to the Contracting Authority's statutory obligations. If the Panel Member considers that any of the information supplied by it to the Contracting Authority under this Panel Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Panel Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

19.1 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.

19.2 The Dispute shall be referred as soon as practicable to [insert Panel Member senior contact] within the Panel Member and to [insert Contracting Authority contact] within the Contracting Authority respectively.

19.3 If the Dispute has not been resolved within fifteen 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.

19.4 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 days from the date of the proposal to appoint a Mediator or within twenty-one days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

19.5 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 Business Days of his/her appointment.

19.6 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.

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

19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within 30 days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

IN WITNESS WHEREOF this Panel Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the PANEL MEMBER in the presence of: _____ Witness
---	--

APPENDIX 1
NOTIFICATION TO ACTIVE SERVICES FORM
(Number X/2026)

Panel Contract for the provision of offsite event catering services for An Garda Síochána

This is a notice for the purposes of Clause 5 of the Panel Agreement for the provision of venue hire or venue hire and event catering services for An Garda Síochána made between the Contracting Authority (the “Contracting Authority”) and XX (“Panel Member”) dated XXX 2026.

The XX is a Contracting Authority set out in the Section XX of the RFT and in accordance with Clause 5 hereby notifies the Panel Member that it wishes to activate the purchase of services as follows.

PART A – CONTRACTING AUTHORITY’S REQUIREMENT

XX requires catering and meal delivery services at the following location(s), for the following events in the period(s) between X 2026 and X 2026

- 1.
- 2.
- 3.
- 4.

Further details can be found in Appendix 1.

It is a condition of contract that the Panel Member submits a fully developed and costed Event Management and Resourcing Plan to XX by XX 2026. The Panel Member undertakes to approve the Plan at the earliest opportunity and prior to signing a Services Contract.

PART B – PANEL MEMBER RESPONSE

(TO BE RETURNED TO THE CONTRACTING AUTHORITY IN 48 HOURS)

Confirmation of the capacity to meet the requirements in Part A (delete Yes or No)	Yes	No
--	-----	----

Name of Contract Director	
Address	
Email	
Telephone Number	
In consideration of the payment of the charges, the Panel Member hereby confirms and agrees to provide the services described in Part A and will do so based on an agreed Event Management and Resource Plan.	
Signed for and on behalf of the Panel Member	
Print Name	
Date	

PART C – CONTRACTING AUTHORITY CONFIRMATION OF ACTIVATION OF SERVICES
--

Upon satisfactory receipt of a response to PART B by the Contracting Authority, PART C should be completed and returned to the Panel Member at email	
<i>The Contracting Authority hereby acknowledges, agrees and confirms that the Services Contract and Confidentiality Agreement are hereby adopted by the Contracting Authority to govern the provision of the services and references to the Client in the Services Contract and Confidentiality Agreement shall be deemed to be references to the Contracting Authority and the Contracting Authority hereby undertakes to comply with and observe all the terms and conditions of the Services Contract and the Confidentiality Agreement applicable to it as if a party thereto.</i>	
Signed for and on behalf of the Contracting Authority	
Print Name	
Effective Date of the Contract	

Appendix 6: Services Contract

The Commissioner of An Garda Síochána

and

[Insert successful Panel Member's full legal name]

AGREEMENT

Relating to the Provision of Services pursuant to a

Request for Tender to establish a multi-supplier Panel Agreement for the provision of offsite event catering services
for An Garda Síochána

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 202X BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 7 (the “Contracting Authority”) and

[Panel Member’s full legal name], of [address:] (the “Panel Member”) (each a “Party” and together “the Parties”).

WHEREAS:

- A. By Request for Tenders entitled “*Request for Tender to establish a multi-supplier Panel Agreement for the provision of offsite event catering services for An Garda Síochána*” (the “**RFT**”) advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XXXXXX-2026 dated the 16th of February 2026 (“the RFT”) the Contracting Authority invited tenders from economic operators (“**Tenderers**”) to participate in a Panel agreement for the provision of the services described in Appendix 1 of the RFT (the “**Services**”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between the 16th of February 2026 and the 20th of March 2026 (the “**RFT Clarifications**”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Panel Member submitted a response to the RFT dated the XXth of March 2026 (“the **Submission**”). References to the Submission shall include any clarifications issued by the Panel Member in writing to the Contracting Authority between 20th of March 2026 and the XXth of April 2026 (the “**Submission Clarifications**”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.
- C. The Contracting Authority and the Panel Member entered into a Panel Agreement on XXth of XXXX 2026 (the “**Panel Agreement**”). The Panel Agreement is incorporated by reference into this Agreement.
- D. In accordance with the Panel Agreement, by way of Supplementary Request for Tenders dated XX (“the **SRFT**”), the Contracting Authority invited responses from Panel Members for the provision of Services. References to the SRFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between XX and XX (the “**SRFT Clarifications**”). The SRFT (including the SRFT Clarifications) is hereby incorporated by reference into this Agreement.
- E. The Panel Member submitted a response to the SRFT dated the XX (the “**Response**”). References to the Response shall include any clarifications issued by the Panel Member in writing to the Contracting Authority between XX and XX (the “**Response Clarifications**”). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

Or

In accordance with the Panel Agreement, by way of a NASF dated XX 2026, the Contracting Authority invited a response under the rotation for the provision of Services. The NASF (including the NASF Clarifications) is hereby incorporated by reference into this Agreement. The Panel Member submitted a response to the NASF dated the XX 2026 (the “**Response**”). References to the Response shall include any clarifications issued by the Panel Member in writing to the Contracting Authority between XX and XX (the “**Response Clarifications**”). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The Panel Agreement;
 - iii. The RFT;
 - iv. The NASF / SRFT;
 - v. The Submission;
 - vi. The Response.
2. The Panel Member agrees to provide the Services described in Schedule B (the Services and/or the **"Specification"**) to the Contracting Authority in accordance with this Agreement (**"Agreement"**). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT, the SRFT/NASF, the Submission and the Response (the Specification).
3. Subject to the terms and conditions of this Agreement, the Contracting Authority agrees to pay to the Panel Member 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;
 - 4.1 The Contracting Authority's Contact is XX, and
 - 4.2 the Panel Member's Contact is [Panel Member contact name: to be completed on signing] of [Panel Member contact address: to be completed on signing].
5. This Agreement shall take effect on the date of this Agreement (**"the Effective Date"**) and shall expire on XX 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"**).
6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

SIGNED for and on behalf of the Panel Client _____ (being a duly authorised officer)	SIGNED for and on behalf of the Panel Member _____
Witness	Witness

Schedule A: Terms and Conditions

1. PANEL MEMBER'S OBLIGATIONS

- A. The Panel Member undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Sub-contractors. The Panel Member shall require its agents and Sub-contractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Panel Member to its agents and Sub-contractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Panel Member shall:
1. provide the Services in accordance with the Specification, the RFT, the Contracting Authority's directions and the terms of this Agreement;
 2. obtain and comply with all licences, permits and authorisations necessary for the performance of the Services;
 3. provide the Services to the Contracting Authority at such places and at such times as the Contracting Authority or its duly authorised agents shall specify in this Agreement or otherwise;
 4. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Contracting Authority from time to time and notified to the Panel Member in writing;
 5. comply with all local security and health and safety arrangements as notified to it by the Contracting Authority;
 6. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law. The Panel Member 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;
 7. all take all necessary precautions to prevent injury or damage to any person or property on the Contracting Authority's premises and comply strictly with all relevant health and safety laws, regulations and codes of practice.
- C. The Panel Member is deemed to be the prime contractor under this Agreement, and the Panel member 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 Panel Member. The Panel Member as prime contractor under the Submission hereby assumes liability for its Sub-contractors and shall ensure that its Sub-

contractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B (1)-(7) above, to the extent that it or they are retained by the Panel Member. Subject to clause 14, the Panel Member shall notify the Contracting Authority as soon as possible of any changes to the name, contact details and legal representatives of its Sub-contractors.

- D. During this Agreement the Panel Member shall be an independent contractor and not the employee of the Contracting Authority. 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 Panel Member are not and shall not hold themselves out to be (and shall not be held out by the Panel Member as being) servants or agents of the Contracting Authority for any purposes whatsoever.
- E. The Contracting Authority acknowledges that the Panel Member may from time to time be dependent on the Contracting Authority to facilitate the Panel Member in the carrying out of its duties under this Agreement. The Contracting Authority agrees to use its reasonable endeavours to so facilitate the Panel Member within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- F. The Panel Member agrees that any information relating to this Agreement and/or the performance of this Agreement may be passed by the Contracting Authority to the Office of Government Procurement (the “OGP”) and that the OGP may retain and use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- G. The Panel Member 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 Panel Member shall indemnify, save harmless and keep the Contracting Authority indemnified from and against any claim arising or loss or costs incurred because of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

The Panel Member undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission (“**Key Personnel**”), assigned by it to provide the Services shall be available for the Term of this Agreement. The Panel Member acknowledges that the Key Personnel are essential to the proper provision of the Services to the Contracting Authority. In the event that any of the Key Personnel assigned by the Panel Member to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Panel Member acknowledges and undertakes that it shall immediately notify the Contracting Authority in writing of the inability of any Key Personnel and replace that person with a person of

equivalent experience and expertise (“**Replacement Personnel**”). The Panel Member shall provide to the Contracting Authority such details as the Contracting Authority may reasonably require in writing regarding any Replacement Personnel. The Contracting Authority shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

The Contracting Authority reserves the right to refuse to admit to, or remove from, any premises occupied by or on behalf of it, any Key Personnel whose admission or presence would, in the reasonable opinion of the Contracting Authority, be undesirable. The reasonable exclusion of any such individual from the premises of the Contracting Authority shall not relieve the Panel Member from the performance of its obligations under this Agreement.

The Contracting Authority reserves the right (in addition to any other rights or remedies which it may have under this Agreement or otherwise at law) to terminate this Agreement with immediate effect and without liability if it believes that the continued provision of the Services by such Key Personnel may compromise the safety or security of the Contracting Authority and or its employees.

The Panel Member shall ensure that Key Personnel are fully trained, qualified and competent to provide the Services and shall use its best endeavours to ensure that the Key Personnel are made aware of and comply with all relevant terms and conditions of this Agreement and all policies, rules, regulations and/or codes of conduct operated by or affecting the Contracting Authority from time to time. The Panel Member shall be liable, for all damage caused to persons or property, or any other losses caused by the default of its Key Personnel.

The Panel Member shall be solely responsible for: (i) paying all salaries, wages, benefits and other compensation that the Key Personnel may be entitled to receive in connection with the provision of the Services, (ii) paying and reimbursing all Key Personnel for all related travel, housing and other expenses which such Key Personnel may be entitled to receive in connection with providing the Services, and (iii) withholding and paying applicable Irish and foreign payroll taxes and contributions, including, but not limited to, Irish state and local income taxes, unemployment tax, worker's compensation insurance and disability tax, social insurance, pension contributions, or any other similar obligation.

3. PAYMENT

- A.** Subject to the provisions of this clause 3 the Contracting Authority shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B.** Discharge of the Charges is subject to:
 - 1. Compliance by the Panel Member with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Panel Member of a valid invoice and such supporting documentation as may be required by the Contracting Authority from time to time. Any Panel Member pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Contracting Authority'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 Contracting Authority's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction

of the Contracting Authority or upon such deemed acceptance the invoice shall be payable by the Contracting Authority. Payment is subject to any rights reserved by the Contracting Authority under any other provision of this Agreement; and

4. The Contracting Authority being in possession of the Panel Member's current Tax Clearance Certificate. The Panel Member shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Panel Member (including any sum which the Panel Member is liable to pay to the Contracting Authority in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Panel Member under the Agreement or under any other agreement or contract with the Contracting Authority. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include all costs or expenses incurred by the Panel Member, its employees, servants and agents in the performance of its obligations under this Agreement.

The Panel Member shall not be reimbursed any costs or expenses incurred by it, or its Key Personnel while providing the Services unless, these are agreed in advance and in writing by the Contracting Authority. Any permitted expenses which are claimed must be properly vouched and supporting documentation shall be provided as a condition of payment.

- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Contracting Authority in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Panel Member. All taxes applicable to the provision of the Services will be the sole responsibility of the Panel Member and the Panel Member so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Panel Member acknowledges, warrants, represents and undertakes that:
 1. it has the authority and right under law to enter, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 2. it is entering into this Agreement with a full understanding of its material terms and risks and can assume those risks;
 3. it is entering into this Agreement with a full understanding of its obligations regarding taxation, employment, social and environmental protection and can assume and fulfil those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of

the Services as they apply to the Panel Member;

5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. it shall perform the Services with all due care, skill and diligence;
 7. all Key Personnel involved in performing the Services are qualified, trained, suitably experienced and competent professionals who shall comply with all professional body guidelines and protocols;
 8. all Services supplied to the Contracting Authority hereunder are supplied free of encumbrance and shall not infringe any patent, trademark or other intellectual property of any third party;
 9. all Services supplied comply with all applicable regulatory and statutory requirements European or Irish standards (whichever is the higher) and any certification where applicable and any specifications or requirements of the Contracting Authority, agreed with the Panel Member in advance; and
 10. 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 Contracting Authority to obtain the benefit of the Services for its business purposes;
 11. The Contracting Authority shall be under no obligation to purchase any minimum number or value of Services; and
 12. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Panel Member undertakes to advise the Contracting Authority 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 Panel Member shall carry out all directions of the Contracting Authority regarding compliance with this clause 4 A.14.
- B. The Panel Member undertakes to notify the Contracting Authority forthwith of any material change to the status of the Panel Member regarding the warranties, acknowledgements representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Contracting Authority with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. The Panel Member shall be liable for and shall indemnify the Contracting Authority for and in respect of all and any losses, claims, demands, damages or expenses which the Contracting Authority may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, breach of warranty, breach of statutory duty, insolvency, recklessness, bad faith, wilful default or fraud of the Panel Member, its employees, Sub-contractors or agents or any of them or as a result of the Panel Member's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Panel Member's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Contracting Authority find itself obliged to order elsewhere in consequence of the failure of the Panel Member to deliver Services, the Contracting Authority shall be entitled to recover from the Panel Member any excess prices which may be paid by the Contracting Authority.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. If for any reason the Contracting Authority is dissatisfied with the performance of the Panel Member, a sum may be withheld from any payment otherwise due calculated as follows:

20% of the Charges (the "**Retention Amount**") which Retention Amount shall not at any given time exceed 100% per cent of the Charges. In such event the Contracting Authority shall identify the particular Service 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 Contracting Authority or resolution of outstanding queries. The Contracting Authority shall hold the Retention Amount on behalf of the Panel Member but without any obligation to invest. The terms of this clause 5E shall be without prejudice to and not be in substitution for any remedy of the Contracting Authority under this Agreement.
- F. Time of delivery shall be of the essence and if the Panel Member fails to deliver the Services within the time period promised or specified in the Specification, the Contracting Authority may by notice in writing to the Panel Member's Contact release itself from any obligation to accept and pay for the Services and terminate this Agreement in either case without prejudice to any other rights and remedies of the Contracting Authority.

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights ("**IPR**") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any

materials, acquired or developed by or for Panel Member or the Contracting Authority independently of this Agreement, and any IPR in Panel Member's standard hardware and software products or modifications or updates to such products.

- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "**the Materials**") (or any part or parts thereof) shall vest in the Contracting Authority and the Panel Member so acknowledges and confirms. For the avoidance of doubt the Panel Member hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Contracting Authority absolutely.
- D. The Contracting Authority grants to the Panel Member a royalty-free non-exclusive licence to use the Contracting Authority's Pre-existing IPR for the Term to the extent necessary to enable the Panel Member to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Panel Member shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Panel Member from providing services like the Services to any party other than the Parties hereto. In no event shall the Panel Member be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Panel Member shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Contracting Authority shall be vested with all necessary rights so as to enable the Contracting Authority to enjoy the benefit of the Services for its business purposes). The Panel Member hereby indemnifies the Contracting Authority and shall keep and hold the Contracting Authority harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Contracting Authority for and in respect of any such breach, the Panel Member shall at its expense and option:

- (i) procure the necessary rights for the Contracting Authority to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

- (iv) if the Panel Member cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Contracting Authority's Charges paid for such deliverable less a reasonable amount for the Contracting Authority's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, together with all losses (whether direct, indirect or consequential) thereby accruing to the Contracting Authority as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Panel Member shall immediately deliver up to the Contracting Authority all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("**Confidential Information**") and shall not disclose same to any third party except to:-
1. its professional advisers subject to the provisions of this clause 7; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 4. in the case of the Contracting Authority by request of any person or body or authority whose request the Contracting Authority or persons associated with the Contracting Authority (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Panel Member undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any of its Confidential Information and shall comply with the Confidentiality Agreement between the Panel Member and the Contracting Authority dated XX and entered into pursuant to clause 13.2 of the Panel Agreement ("**the Confidentiality Agreement**").

The obligations in this clause 7 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
 2. which is or becomes public knowledge other than by breach of this clause; or
 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Panel Member acknowledges that the security of the State and its information is of paramount importance to the Contracting Authority. Accordingly, the Panel Member

confirms that it will, if requested by the Contracting Authority, from time to time, submit full personal details (including those of Sub-contractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Panel Member further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Panel Member shall comply with all reasonable directions of the Contracting Authority arising therefrom.

- D. In circumstances where the Contracting Authority 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 Contracting Authority receiving a request for information related to this Agreement, the Contracting Authority shall consult with the Panel Member in respect of the request. The Panel Member shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Contracting Authority will, where possible, consult the Panel Member about this confidential or commercially sensitive information before deciding on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered because of such obligations. The Panel Member acknowledges that the right of access to this Agreement and its associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

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

resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- C. If the Force Majeure Event continues for ten calendar days either Party may terminate at fourteen days' notice.
- D. In circumstances where the Panel Member is the Affected Party, the Contracting Authority 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 fulfilled by the Panel Member in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving thirty days' written notice to the Panel Member. This Agreement may be terminated by the Panel Member, without liability for compensation or damages, by serving three months' written notice to the Contracting Authority.
- B. Either Party shall have the right (in addition to its rights under clause 9 (a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within thirty days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action because of debt, or an event having an equivalent effect;
 - 3. in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Panel Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
 - 4. in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Panel Member.
- C. 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.
- D. If requested by the Contracting Authority, the Panel Member 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 Contracting Authority ("**Employment Information**"). The Panel Member agrees that the Contracting Authority may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

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

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "**Dispute**"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Panel Member contact] within the Panel Member and to XX within the Contracting Authority respectively.
- C. If the Dispute has not been resolved within fifteen Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one days from the date of the proposal to appoint a Mediator or within twenty-one days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the

mediator within ten Business Days of his/her appointment.

- F. The Parties shall share equally the cost of the mediator, and the location of the mediation shall take place in Dublin. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Panel Member shall always comply fully with the requirements of the Agreement.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

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

14. ASSIGNMENT AND SUBCONTRACT

The Contracting Authority shall have a right to assign this Agreement. The Panel Member shall not have a right to assign this Agreement, without the prior written consent of the Contracting Authority.

The Panel Member shall not sub-contract any aspect of the provision of Services to any third party without the prior written consent of the Contracting Authority. If the Contracting Authority does consent to a sub-contractor, the Panel Member shall remain fully responsible for the provision of the Services and the acts and omissions of that sub-contractor as if they were its own. The Panel Member shall also maintain during the Term and for six years thereafter records and documentation relating to the sub-contractor and the Services provided by it and shall make same available to the Contracting Authority upon request.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Contracting Authority 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 Panel Member without the prior written consent of the Contracting Authority.

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A.** The Panel Member confirms that it has carried out a conflict-of-interest check and is satisfied that neither it nor any Sub-contractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Panel Member hereby undertakes to notify the Contracting Authority immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Contracting Authority's directions in respect thereof. In the event of such notification, the Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B.** Any registrable interest involving the Panel Member (and any Sub-contractor or agent as the case may be) and the Contracting Authority must be fully disclosed to the Contracting Authority immediately upon such information becoming known to the Panel Member (Sub-contractor or agent as the case may be) and the Panel Member shall comply with the Contracting Authority's directions in respect thereof, to the satisfaction of the Contracting Authority. In the event of such disclosure, the Contracting Authority 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 and

2001 (as amended) a copy of which is available on request.

- C. The Panel Member 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 Panel Member, any Sub-contractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Contracting Authority 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 Panel Member of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

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

22. EQUIPMENT

- A. The Panel Member shall provide all equipment and materials necessary for the provision of the Services ("**Equipment**").
- B. All Equipment brought onto the Contracting Authority's premises shall be at the Panel Member's own risk and the Contracting Authority shall have no liability for any loss of, caused by or damage to any Equipment. The Panel Member shall provide for the haulage or carriage thereof to the Contracting Authority'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 Panel Member.
- C. The Panel Member shall maintain and store all items of Equipment within the Contracting Authority's premises in a safe, serviceable and clean condition.
- D. The Panel Member shall, at the Contracting Authority's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Contracting Authority's premises any Equipment which in the reasonable opinion of the Contracting Authority either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Panel Member shall remove the Equipment used by the

Panel Member to provide the Services and shall leave the Contracting Authority's premises in a clean, safe and tidy condition. The Panel Member is solely responsible for making good any damage to the Contracting Authority's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Panel Member or any of its employees or Sub-contractors.

23. NON-SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Panel Member or the Contracting Authority proposes the change.
- C. A change control notice ("**Change Control Notice**") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("**Impact Assessment**").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. If either Party rejects the Impact Assessment, the change(s) shall not take place, and the Parties shall continue to perform their obligations under this Agreement.
- H. The Panel Member and the Contracting Authority will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether the variation is implemented. If the Contracting Authority's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Panel Member will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
- (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

- M. the Client does not consent to the Contractor appointing a third-party processor of Personal Data under this Agreement.
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

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

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 202X BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 7, (hereinafter “the Contracting Authority”) of the one part;

and

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

WHEREAS

- A. By Request for Tenders dated the 16th of February 2026 entitled “*Request for Tender to establish a multi-supplier Panel Agreement for the provision of offsite event catering services for An Garda Síochána*” (the “**RFT**”) the Contracting Authority invited tenders (“**Tenders**”) for the provision of the **Services** described in Appendix 1 to the RFT (the “**Services**”) (“the Competition”). The Panel Member submitted a response to the RFT dated XX.

The Panel Member and the Contracting Authority have entered into a Panel agreement dated XX (“the **Panel Agreement**”).

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

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

1. The Panel Member acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement ‘Confidential Information’ means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Services under the Contract and all and any information supplied or made available to the Panel Member (to include employees, agents, Sub-contractors and other suppliers) for the purposes of the Panel Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “**Data Protection Laws**” for the purposes of this RFT shall mean data protection and information privacy laws of Ireland and the European Union including but not limited to:

- (a) General Data Protection Regulation (EU) 2016/679;
- (b) Directive 2002/58/EC of the European Community (“GDPR”);
- (c) the Data Protection Acts 1988 to 2018;
- (d) any relevant amendments, transpositions, successors or replacements to those laws referred to at (a), (b) or (c) in force from time to time;
- (e) any national implementing legislation, secondary legislation (including European Commission decisions), and binding EU and national guidance; and
- (f) any other applicable data protection laws of any other jurisdiction.

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

- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Sub-contractors and other suppliers on a need-to-know basis; and/or
 - ii to the Panel Member’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 Panel Member

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

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

- i in the Panel Member’s possession (with full right to disclose) before receiving it from the Contracting Authority, as applicable; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Panel Member without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Panel Member undertakes:

- 6.1 to comply with all directions of the Contracting Authority regarding the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of

documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

- 6.3 upon termination of the Competition (or the Panel Agreement 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 Panel Member in electronic form. The Panel Member will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt the term 'document' includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Panel Member shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Panel Member so acknowledges and confirms.
8. The Panel Member shall, in the performance of the Panel Agreement and any 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, as applicable, and in the manner agreed in writing between the Parties.
9. The Panel Member agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Panel Agreement or termination of the Contract (if awarded) for any reason.
10. The Panel Member agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Panel Member hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
- 'Data Controller' has the meaning given under the Data Protection Laws;
- 'Data Processor' has the meaning given under the Data Protection Laws;
- 'Data Subject' has the meaning given under the Data Protection Laws;
- 'Data Subject Access Request' means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
- 'Personal Data' has the meaning given under Data Protection Laws;
- 'Processing' has the meaning given under the Data Protection Laws;
- B. The Panel Member shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller, and the Panel Member is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A

sets out the scope, nature and purpose of Processing by the Panel Member, the duration of the Processing and the types of Personal Data and categories of Data Subject.

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

- F. The Panel Member shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Panel Member shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Panel Member shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Panel Member is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Panel Member to store the Personal Data.
- I. The Panel Member shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Panel Member'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 Panel Member in any way for the provision of the services. The Panel Member shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Panel Member shall fully comply with and implement policies which are communicated or notified to the Panel Member by the Contracting Authority from time to time.
- K. The Panel Member shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Panel Member shall:
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Panel Member or any Sub-Panel Member, promptly restore the Personal Data at its own expense or, at Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client does not consent to the Contractor appointing a third-party processor of Personal Data under this Agreement.
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

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

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

Schedule A to the Confidentiality Agreement: Data Protection ¹

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

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

Dublin Metropolitan Region

District	Division	Letter	Stations	Members (February 2025)
Dún Laoghaire ^[5]	East	F	Cabinteely, Dún Laoghaire, Shankill	176
Blackrock ^[5]	East	W	Blackrock, Dundrum, Stepside	164
Raheny ^[7]	North	J	Clontarf, Howth, Raheny	148
Coolock ^[7]	North	R	Coolock, Malahide, Swords	229
Ballymun ^[7]	North	H	Ballymun, Dublin Airport, Santry	265
Balbriggan ^[7]	North	Y	Balbriggan, Garristown, Lusk, Rush, Skerries	126
Store Street ^[4]	North Central	C	O'Connell Street, Store Street	300
Fitzgibbon Street ^[12]	North Central	U	Fitzgibbon Street, Mountjoy	196
Bridewell ^[4]	North Central	D	Bridewell	166
Traffic	Regional Roads Policing	T	Dublin Castle	92
Source: www.gov.ie				
Terenure ^[6]	South	P	Rathmines, Terenure	128
Tallaght ^[6]	South	M	Rathfarnham, Tallaght	272
Crumlin ^[6]	South	G	Crumlin, Sundrive Road	144

District	Division	Letter	Stations	Members (February 2025)
Pearse Street ^[3]	South Central	B	Pearse Street	246
Kevin Street ^[3]	South Central	A	Kevin Street, Kilmainham	270
Donnybrook ^[3]	South Central	E	Donnybrook, Irishtown	136
Lucan ^[8]	West	Q ^[11]	Lucan, Ronanstown	193
Clondalkin ^[8]	West	L ^[10]	Ballyfermot, Clondalkin, Rathcoole	199
Blanchardstown ^[8]	West	K ^[9]	Blanchardstown, Cabra, Finglas	351

Eastern Region

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Division	District	Letters	Stations	Members (February 2025)
Kildare	Kildare	KE	Athy, Castledermot, Kildare, Monastrevin, Newbridge, Rathangan	147
	Leixlip	KE	Carbury, Celbridge, Kilcock, Leixlip, Maynooth	110
	Naas	KE	Clane, Kilcullen, Naas, Robertstown	173
Kilkenny/Carlow	Carlow	KC	Borris, Carlow, Hacketstown, Muinebheag, Myshall, Rathvilly, Tullow	94
	Kilkenny	KC	Callan, Castlecomer, Freshford, Kilkenny, Urlingford	158

Division	District	Letters	Stations	Members (February 2025)
Laois/Offaly	Thomastown	KC	Ballyhale, Bennetsbridge, Glenmore, Goresbridge, Graiguenamanagh, Kilmoganny, Mooncoin, Mullinavat, Piltown, Stonyford, Thomastown	61
	Birr	LY	Banagher, Birr, Cloghan, Ferbane, Kilcormac, Kinnitty, Shinrone	51
	Portlaoise	LY	Abbeyleix, Arles, Ballylinan, Borris-in-Ossory, Clonaslee, Durrow, Mountmellick, Mountrath, Portarlinton, Portlaoise, Rathdowney, Stradbally	228
	Tullamore	LY	Clara, Daingean, Edenderry, Rhode, Tullamore	112
	Ashbourne	MH	Ashbourne, Duleek, Dunboyne, Dunshaughlin, Laytown	117
	Athlone	WH	Athlone, Ballymore, Glasson, Kilbeggan, Moate	117
	Kells	MH	Baile Átha Buí, Kells, Oldcastle	39
Meath/Westmeath	Mullingar	WH	Ballynacargy, Castlepollard, Delvin, Killucan, Kinnegad, Mullingar, Multyfarnham, Rochfortbridge	117
	Navan	MH	Navan, Nobber, Slane	112
	Trim	MH	Ballivor, Enfield, Longwood, Summerhill, Trim	45
Waterford	Dungarvan	WD	Aglish, An Rinn, Ardmore, Ballymacarberry, Cappoquin, Dungarvan, Lismore, Tallow	56

Division	District	Letters	Stations	Members (February 2025)
Wexford/Wicklow	Tramore	WD	Kilmacthomas, Portlaw, Tramore	52
	Waterford	WD	Dunmore East, Ferrybank, Passage East, Waterford	206
	Baltinglass	WW	Baltinglass, Blessington, Carnew, Dunlavin, Shillelagh, Tinahely	66
	Bray	WW	Bray, Enniskerry, Greystones, Newtownmountkennedy	116
	Enniscorthy	WX	Blackwater, Bunclody, Clonroche, Courtown Harbour, Enniscorthy, Ferns, Gorey, Oulart, Oylegate	122
	New Ross	WX	Ballycullane, Campile, Carrickbyrne, Carrick-on-Bannow, Duncannon, New Ross	60
	Wexford	WX	Castlebridge, Glynn, Kilmore Quay, Rosslare Harbour, Rosslare Strand, Taghmon, Wexford	150
	Wicklow	WW	Arklow, Ashford, Aughrim, Avoca, Rathdrum, Roundwood, Wicklow	97

Source: www.gov.ie

North Western Region

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Division	District	Letters	Stations	Members (February 2025)
Louth/Cavan/Monaghan	Ardee	LH	Ardee, Castlebellingham, Collon, Louth	67

Division	District	Letters	Stations	Members (February 2025)
Donegal	Bailieboro	CM	Bailieboro, Ballyjamesduff, Cootehill, Kingscourt, Mullagh, Shercock, Virginia	74
	Carrickmacross	CM	Ballybay, Carrickmacross, Castleblaney, Rockcorry	76
	Cavan	CM	Arva, Ballinagh, Ballyconnell, Belturbet, Blacklion, Cavan, Dowra, Killeshandra, Kilnaleck, Swanlinbar	95
	Drogheda	LH	Clougherhead, Drogheda, Dunleer	139
	Dundalk	LH	Blackrock, Carlingford, Drumad, Dundalk, Hackballscross, Omeath	155
	Monaghan	CM	Clones, Emyvale, Monaghan, Scotstown	97
	Ballyshannon	DG	An Charraig, Ard an Rátha, Ballintra, Ballyshannon, Bundoran, Donegal Town, Mountcharles, Na Cealla Beaga, Na Gleannta, Pettigo	86
	Buncrana	DG	Buncrana, Burnfoot, Carndonagh, Merville, Muff	85
	Letterkenny	DG	Ballybofey, Carrigans, Castlefin, Convoy, Letterkenny, Lifford, Newtowncunningham, Raphoe	182

Division	District	Letters	Stations	Members (February 2025)
Galway	Milford	DG	An Bun Beag, An Clochán Liath, An Craoslach, An Fál Carrach, Carraig Airt, Dún Fionnachaid, Kerrykeel, Kilmacrennan, Milford	70
	Ballinasloe	GA	Ahascragh, Ballinasloe, Ballygar, Creggs, Kilconnel, Mount Bellew, Moylough	47
	Clifden	GA	An Mám, Carna, Clifden, Cloch Na Rón, Letterfrack	27
	Galway	GA	Athenry, Gaillimh, Lough George, Monivea, Region HQ, Órán Mór	306
	Loughrea	GA	Ardrahan, Craughwell, Eyrecourt, Gort, Killimore, Kilrickle, Kinvara, Loughrea, Portumna, Woodford	79
	Salthill	GA	An Ceathrú Rua, An Spidéal, Cill Rónáin, Indreabhán, Leitir Móir, Maigh Cuilinn, Ros Muc, Salthill, Uachtarard	55
	Tuam	GA	Barnaderg, Corofin, Dunmore, Glenamaddy, Headford, Milltown, Tuam, Williamstown	56
Mayo/Roscommon/Longford	Ballina	MY	Ballina, Bonniconlon, Crossmolina, Foxford, Killala	65
	Belmullet	MY	Ballycroy, Bangor Erris, Béal an Mhuirthead, Gleann na Muaidhe	26

Division	District	Letters	Stations	Members (February 2025)
Sligo/Leitrim	Castlebar	MY	Balla, Castlebar, Partry	68
	Castlerea	RL	Ballaghaderreen, Ballinlough, Boyle, Castlerea, Elphin, Frenchpark, Keadue, Roosky, Strokestown, Tulsk	67
	Claremorris	MY	Ballindine, Ballinrobe, Ballyhaunis, Charlestown, Claremorris, Cong, Kilkelly, Kilmaine, Kiltimagh, Knock, Shrule, Swinford	110
	Granard	RL	Drumlish, Edgesworthstown, Granard, Smear	33
	Longford	RL	Ballymahon, Kenagh, Lanesboro, Longford	96
	Roscommon	RL	Athleague, Clonark, Roscommon	77
	Westport	MY	Achill Sound, Keel, Louisburgh, Newport, Westport	42
	Ballymote	SL	Ballymote, Enniscrone, Gurteen, Riverstown, Tubbercurry	52
	Leitrim	SL	Ballinamore, Carrick-on-Shannon, Carrigallen, Drumshambo, Kinlough, Manorhamilton, Mohill	101
	Sligo	SL	Cliffoney, Collooney, Coolaney, Grange, Rosses	135

Division	District	Letters	Stations	Members (February 2025)
			Point, Skreen, Sligo	

Source: www.gov.ie

Southern Region

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Division	District	Letters	Stations	Members (February 2025)
Clare/Tipperary	Cahir	TY	Ardfinnan, Ballyporeen, Cahir, Cashel, Clogheen	52
	Clonmel	TY	Carrick-on-Suir, Clonmel, Fethard, Kilsheelan, Mullinahone	76
	Ennis	CL	Crusheen, Ennis, Killaloe, Newnmarket on Fergus, Scariff, Shannon, Shannon Airport, Sixmilebridge, Tulla	220
	Kilrush	CL	Ballyvaughan, Corofin, Ennistymon, Kildysart, Kilkee, Kilmihil, Kilrush, Lisdoonvarna, Miltown Malbay	69
	Nenagh	TY	Borrisokane, Cloughjordan, Lorrha, Moneygall, Nenagh, Newport, Portroe, Roscrea, Toomevara	84
	Thurles	TY	Ballingarry South, Borrisoleigh, Holycross, Killenaule, Littleton, Templemore, Templetuohy, Thurles	98
	Tipperary Town	TY	Bansha, Cappawhite, Emly, Golden, Tipperary Town	59
Cork City	Anglesea Street	CC	Anglesea Street, Blackrock, Bridewell	289

Division	District	Letters	Stations	Members (February 2025)
Cork County	Gurranabraher	CC	Blarney, Carrig Na Bhfearr, Gurranabraher	69
	Mayfield	CC	Glanmire, Mallow Road, Mayfield, Watercourse Road	103
	Togher	CC	Ballincollig, Bishopstown, Carrigaline, Crosshaven, Douglas, Passage West, Togher	175
	Bandon	CW	Ballineen, Ballinhassig, Ballinspittle, Bandon, Innishannon, Kilbrittain, Kinsale, Timoleague	98
	Bantry	CW	Bantry, Castletownbere, Drimoleague, Durrus, Glengarrif, Kealkil, Schull	48
	Clonakilty	CW	Baltimore, Clonkilty, Drinagh, Dunmanway, Rosscarbery, Skibbereen	64
	Fermoy	CN	Ballynoe, Castletownroche, Fermoy, Kildorrery, Kilworth, Mitchelstown, Rathcormac, Watergrasshill	97
	Macroom	CW	Baile Bhuirne, Béal Átha an Ghaortha, Boherbue, Coachford, Crookstown, Macroom, Millstreet, Rathmore, Stuake, Tarelton	76
	Mallow	CN	Buttevant, Charleville, Doneraile, Glantaine, Kanturk, Liscarroll, Mallow, Milford, Newmarket	118
	Midleton	CN	Ballycotton, Carrigtwohill, Cloyne, Cobh, Killeagh, Midleton, Whitegate, Youghal	113

Division	District	Letters	Stations	Members (February 2025)
Kerry	Killarney	KY	Barraduff, Caherciveen, Glenbeigh, Kenmare, Killarney, Killorglin, Portmagee, Sneem, Waterville	111
	Listowel	KY	Ballybunion, Ballyduff, Ballyheigue, Knocknagoshall, Listowel, Lixnaw, Tarbert	52
	Tralee	KY	An Daingean, Annascaul, Ardfert, Baile an Fheirtéaraig, Castlegregory, Castleisland, Castlemaine, Farranfore, Tralee	179
	Bruff	LK	Ballylanders, Bruff, Bruree, Cappamore, Hospital, Kilmallock, Murroe, Pallasgreen	49
Limerick	Henry Street	LK	Ardnacrusha, Castleconnell, Henry Street, Mary Street, Mayorstone Park	333
	Newcastle West	LK	Abbeyfeale, Adare, Askeaton, Athea, Ballingarry, Croom, Drumcollogher, Foynes, Glin, Newcastle West, Pallaskenry, Rathkeale	78
	Roxboro Road	LK	Ballyneety, Caherconlish, Patrickswell, Roxboro Road	121

Source: www.gov.ie

References
