

INVITATION TO TENDER DOCUMENT

OPEN PROCEDURE

Single Framework for the for the Provision of Topdressing Sand Peat-Free Sand-Compost Mix Related Materials

(MAXIMUM POTENTIAL DURATION: 4 YEARS)

DEADLINE DATE FOR RECEIPT OF TENDERS: 26th May AT 12:00 Noon (LOCAL TIME)

The estimated value of this framework agreement is approximately €20,000 p.a.

The maximum value of this framework agreement will not exceed €150,000.

DISCLAIMERS

All information contained in this Invitation to Tender (hereinafter "ITT") document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of Horse Racing Ireland (hereinafter the "Contracting Authority").

Tenderers are recommended to read the ITT document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in this document or otherwise provided by or on behalf of the Contracting Authority, in writing or otherwise, to any interested party or its advisers.

No responsibility or liability for any loss or damage arising as a result of reliance on this document, or for the information contained in this document, or for any omission, is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this ITT and may wish to consult their legal advisers.

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

This ITT does not constitute an offer or commitment to enter into a Framework Agreement.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement 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 reserves the right to discontinue the procurement process at any time.

The award of a Framework Agreement does not confer exclusivity on the successful tenderer.

This ITT 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.

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of tender submissions with missing or incomplete information. Therefore, tenderers are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

Please note in relation to this ITT document; where reference is made to a particular make, source, process, trademark, type or patent that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

CHECKLIST FOR TENDER SUBMISSIONS

In order to allow the Contracting Authority to fully evaluate completed tender submissions, tenderers are advised to ensure that their responses include all of the following information:

1.	All information required under the Award Criteria (Section 4 of the document).	
2.	The completed and signed Form of Tender (Appendix 1 of this document).	
3.	All other information required by this ITT document.	

This checklist has been provided for guidance purposes only and the Contracting Authority accepts no responsibility for omissions of any description. Tenderers are advised to read this ITT document and its appendices in full in order to provide a comprehensive and compliant response.

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1. ABOUT THE CONTRACTING AUTHORITY

1.1 About the Contracting Authority

Horse Racing Ireland (“HRI”) was established by the Irish Government under the Horse and Greyhound Racing Act 2001. It is a commercial semi-state body that took over the functions previously carried out by the Irish Horse Racing Authority. HRI is responsible for the administration, promotion, and development of Horse Racing in Ireland. HRI subsidiaries include Irish Thoroughbred Marketing Ltd (“ITM”), Tote Ireland and HRI Racecourses Ltd (Leopardstown Racecourse, Leopardstown Golf Centre, Fairyhouse Racecourse, Navan Racecourse & Tipperary Racecourse). Cork Racecourse Mallow and Curragh Racecourse, while not subsidiaries of HRI, are closely affiliated with HRI.

In the first instance it is envisaged that HRI will have requirements under the framework. However, this framework will remain open to all other HRI subsidiaries or indeed any other organisations that have a funding or governance relationship with HRI. The Contracting Authority reserves the right to use this framework for any other industry body in which it is involved.

1.2 The Open Procedure

The Contracting Authority is employing the open procedure to award this Single Party Framework Agreement under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may submit a tender in response to this ITT.

In the first instance, the self-declaration form (Appendix 3 – *Form of Self Declaration*) will be reviewed for its completeness. Tenderers meeting this requirement will then be assessed against the award criteria, rules and weightings contained in Section 4 – *Specification Requirements* of this document in order to identify the most economically advantageous tender. The tenderer with the most economically advantageous tender will be requested to submit evidence in order to be validated against the eligibility criteria and rules contained in section 4 of this document.

1.3 About Single Framework Agreements

Single Party Framework

A single party framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. In the context of a single-party framework agreement, the successful framework member does not have to compete for each new contract. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the Contracting Authority has adopted a framework agreement approach to the procurement of the required services in order to leverage efficiencies and maximise cost savings over a four (4) year period.

Duration of the Framework Agreement

This Framework Agreement will have a maximum potential duration of four (4) years. In the first instance, it is anticipated that there will be an initial period of two (2) years duration, with an option to extend up yearly to a maximum of four (4) years entered into with the successful tenderer emerging from this competitive process. Following the expiry of the initial period, matters such as the successful tenderer’s performance and the continued strategic appropriateness of the Framework Agreement will be assessed by the Contracting Authority in determining whether or not subsequent contracts will be placed over the lifetime of the framework agreement. It is envisaged that any extension awarded will be for a period of at least one year,

however the precise duration of any extension will depend upon the nature of the Contracting Authority's requirements at that point in time. The Contracting Authority confirms that the period of any contracts awarded under the Framework Agreement may extend beyond the date of expiry of the Framework Agreement.

The maximum potential duration of the Single Party Framework Agreement is four (4) years. However, each contract may be terminated at any point in time in accordance with HRI terms and conditions of the Single Party Framework, a draft version of which is contained at Appendix 4 – *Terms & Conditions* of this ITT document.

Admission to the Framework Agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement Terms & Conditions, as appended at Appendix 4 of this ITT document. Tenderers are required to confirm their acceptance of the Terms and Conditions of the Framework Agreement by signing the Tenderer's Statement at Appendix 1 – *Form of Tender*. Tenderers may not amend the Framework Agreement.

Award to Runner-Up

In the event that, following the award of this Framework Agreement, the successful tenderer cannot, for whatever reason, deliver the required supplies / services to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award the Framework Agreement to the next highest-ranked tenderer emerging from this competition, at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to terminate the Framework Agreement and commence a new competition at any time.

Termination

Once established, there is no obligation upon the Contracting Authority to make use of this Framework Agreement. Notwithstanding this fact, the Framework Agreement may be terminated in accordance with the Framework Agreement Terms and Conditions, a draft version of which is contained in Appendix 4 – *Terms & Conditions* of this ITT document.

Consortia and Prime / Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a tender in response to this ITT document, 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 submission, and clearly set out the contact details including name, title, telephone number, postal address, and e-mail address of the nominated entity authorised to represent the tenderer and to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

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

2. GENERAL SPECIFICATION OF REQUIREMENTS

Horse Racing Ireland and Subsidiaries wish to engage a suitably qualified provider for the provision of Topdressing Sand, Peat-Free Sand/Compost Mix & Related Materials.

2.1 Topdressing Sand

Topdressing sand will be used for divot repair post racing and topdressing to aid recovery after heavy use. The sand will be applied using dropper machines or spreaders or by hand. The sand will be free draining and should encourage a stable surface. Topdressing will also be carried out to help create a seed bed prior to overseeding and will enhance consistency of surface and aid stabilisation

Sand must meet the following requirements:

Parameter	Specification or Limit
Particle Size	1-2mm Not greater than 15%
	0.25-1mm Not less than 65%
	0.15-0.25mm Not greater than 15%
	0.05-0.15mm Not greater than 5%
pH	6.5 to 7.5
Organic matter content	Less than 5%
Pathogens: Salmonella, EColi	Absent
Contaminants: Glass, metal, plastic	Absent
Contaminants: Stones >3mm	Must be screened out
Contaminants: Weed seeds	Absent

2.2 Peat-Free Sand/Compost Mix

Peat-Free Sand/Compost Mix will be used for divot repair post racing to aid recovery after heavy use. The mix will be delivered by hand and bucket into divots. The mix will be free draining and should encourage a stable surface, encourage repair of the grass sward, and improve seed germination and establishment.

The peat-free sand/compost mix must comply with the following requirements:

Parameter	Specification or Limit	
Mixture	70:30 sand to compost	
Particle Size	Sand 1-2mm Not greater than 15% 0.25-1mm Not less than 65% 0.15-0.25mm Not greater than 15% 0.05-0.15mm Not greater than 5%	Compost 100% less than 10mm
Bulk Density	450-550 kg/m ³	
P.H.	6.8-7.5 pH	
Organic Matter	30-50%	

2.3 Peat-Free Sand/Compost Mix

The peat-free sand/compost mix must comply with the following requirements:

Parameter	Specification or Limit	
Mixture	60:40 sand to compost	
Particle Size	Sand 1-2mm Not greater than 15% 0.25-1mm Not less than 65% 0.15-0.25mm Not greater than 15% 0.05-0.15mm Not greater than 5%	Compost 100% less than 10mm
Bulk Density	450-550 kg/m ³	
P.H.	6.8-7.5 pH	
Organic Matter	30-50%	

Locations

The supplier will be required to deliver to the requested location within the grounds as directed by the Racecourse Manager. The normal locations will be as follows:

- Leopardstown Racecourse, Foxrock, Dublin 18.
- Fairyhouse Racecourse, Fairyhouse Rd, Ballybin, Ratoath, Co. Meath.
- Navan Racecourse, Proudstown Road, Navan, Co Meath.
- Tipperary Racecourse, Limerick Junction, Co Tipperary.
- Cork Racecourse Mallow, Killarney Road, Mallow, Co. Cork.

3. INSTRUCTIONS TO TENDERERS

3.1 Compliance With Instructions To Tenderers

Tenderers are required to comply with these Instructions to Tenderers when preparing their tender submissions. By submitting a tender, each tenderer acknowledges and agrees to be bound fully by these Instructions to Tenderers. Non-compliance with these instructions may, and in stated circumstances shall, invalidate the submitted tender, subject always to the discretion of the Contracting Authority. The decision of the Contracting Authority in relation to compliance with these Instructions to Tenderers is final and binding.

3.2 Ambiguities, Discrepancies, Errors Or Omissions In The ITT Document

If you consider that you are missing any documents or information, the absence of which would preclude you from submitting a comprehensive tender, or should you become aware of any ambiguity, discrepancy, error or omission in this ITT document, please raise the matter via the messaging portal via eTenders as soon as possible.

A tenderer who has not provided a complete response in accordance with the requirements of this ITT document may be eliminated from the competition unless the Contracting Authority considers, in its reasonable opinion, that the incompleteness or lack of compliance is clerical, administrative or otherwise minor in nature. The Contracting Authority reserves the right to allow tenderers to complete their response in these circumstances.

3.3 Queries

All queries regarding this competition should be submitted through the eTenders website (www.etenders.gov.ie). Queries submitted by any other means may be ignored by the Contracting Authority at its discretion. All responses to queries will be posted on the eTenders website (www.etenders.gov.ie). The closing date for receipt of such queries is 12.00 (noon) on **18th May 2026**. Any queries submitted after the closing date for such queries may be ignored by the Contracting Authority at its discretion. In all circumstances, the Contracting Authority reserves the right to issue clarification responses to all tenderers at any stage when it believes, at its sole discretion, that the clarification should be issued to all tenderers. The following additional conditions govern the submission of queries:

- (a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this ITT document. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the tenderer in question from this competition.
- (b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this ITT document may not result in a response.
- (c) In the event that a tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's obligations under law.
- (d) If the Contracting Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the tenderer accordingly and require the tenderer to either withdraw the query or agree to its release, accompanied by a response, to all tenderers.

3.4 Qualification Of Tenders

Please note that qualifications to a tender submission may render the tender submission invalid.

3.5 Tender Submission

The deadline date and time for receipt of tenders is 26th May 2026 at 12.00 Noon (local time). The completed tender submission, which is to include all information identified in the Checklist for Tender Submissions at the outset of this document, can be submitted via the electronic post-box available on www.etenders.gov.ie. Please note for tender submissions, the tenderer can upload a total of 500MB of files, with any individual file being up to 250MB. Tenderers are advised to allow for upload time. The Contracting Authority is not responsible for the corruption in electronic documents. It is the tenderer's responsibility to ensure that the submitted electronic documents are not corrupt. Please be advised that hard copy tender submissions will not be permitted at this time.

The tenderer is fully responsible for the safe and timely delivery of the tender submission to the correct address. E-mailed, faxed, posted or late tenders will not be considered unless exceptional circumstances allow for it.

Tenderers must use the Form of Tender which is appended at Appendix 1 – Form of Tender of this ITT document.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this competition in their tender submission. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

3.6 Extension Of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to revise the deadline date for receipt of tender submissions by giving notice in writing to tenderers at any point up to deadline date contained in this ITT document.

3.7 Notice Of Addenda

The Contracting Authority reserves the right to update or alter the information contained in this document at any time, but not later than seven (7) days before the deadline date for the receipt of tender submissions. Any such notification will automatically become part of this ITT document.

3.8 Modifications To Tenders (Prior to Deadline Date for Receipt of Tenders)

Modifications to tender submissions will be accepted in the form of supplementary information and/or addenda, provided they are submitted via eTenders website before the deadline date for the receipt of tender submissions.

3.9 Cost Of Preparation Of Tender Submissions

The Contracting Authority will not be liable for any costs incurred by tenderers in the preparation and submission of tenders and/or any associated work effort or costs (legal or otherwise) arising as a result of participation in this competition, regardless of the outcome or conduct of the competitive process.

3.10 Clarification Of Abnormally Low Tenders

In the event that the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter, the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender submission in question.

3.11 Tender Validity Period

To allow sufficient time for tender assessment, a tender validity period of twelve months is required, commencing on the deadline date for receipt of tender submissions.

3.12 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only and shall be in accordance with the terms agreed with the Contracting Authority. All pricing under the Framework Agreement shall be quoted exclusive of VAT.

3.13 Confidentiality

The distribution of this ITT document is for the sole purpose of obtaining tender submissions as referred to therein. The distribution of this ITT document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential. All documentation, data, statistics, drawings, information, patterns, samples or materials disclosed or furnished by the Contracting Authority must be returned immediately to the Contracting Authority upon cancellation or completion of this competition if so requested by the Contracting Authority. Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from tenderers is not disclosed to third parties, subject always to its obligations under law and the applicable provisions of the Freedom of Information Acts.

In this regard, tenderers are asked to consider if any of the information supplied by them in response to this ITT document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission.

The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this ITT document or in the course of any Framework Agreement awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, European Procurement Directives and all Irish procurement legislation and guidance. The Contracting Authority accepts no liability whatsoever in respect of any information provided that is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

3.14 Conflict Of Interest

Any conflict of interest involving a tenderer must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Any registrable interest involving the tenderer and the Contracting Authority, or employees of the Contracting Authority or their relatives, must be fully disclosed in the tender submission. In the event that the tenderer becomes aware of the conflict of interest only after a tender submission has been made, the conflict of interest must be immediately disclosed to the Contracting Authority. The terms 'registrable interest' and 'relative' will be interpreted in accordance with Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the award of any framework agreement, depending upon when the conflict of interest is made known to the Contracting Authority.

3.15 Tax Compliance

The award of any Framework Agreement resulting from this competition will be contingent upon the successful tenderer's compliance with all EU and Irish tax law. The continued operation of any Framework Agreement entered into as a result of this competition will be contingent upon the successful tenderer maintaining tax compliancy for the entire duration of the Framework Agreement. Prior to the award of a Framework Agreement, the successful tenderer is required to supply its Tax Reference Number and Access Number to facilitate online verification of its tax status by the Contracting Authority. By supplying these Tax numbers, the successful tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful tenderer to verify its tax clearance position online. Alternatively, a valid tax clearance cert may be provided to the Contracting Authority for verification purposes.

3.16 Insurances

The award of any Framework Agreement resulting from this -competition will be contingent upon the successful tenderer's implementation of the forms and levels of insurance specified in the qualification questionnaire contained in this ITT document. The continued operation of any Framework Agreement entered into as a result of this competition will be contingent upon the successful tenderer maintaining the required forms and levels of insurance for the entire duration of the Framework Agreement. A formal confirmation of the tenderer's Insurance company or broker will be requested from the successful tenderer(s) prior to the award of (and shall be a condition of) any Framework Agreement.

The successful tenderer will during the term of the Framework Agreement, 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

3.17 National Legislation

Tenderers are advised that national and EU legislation applies in respect of matters such as employment, working hours, official secrets, data protection and health and safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectorial agreements in preparing tender submissions. Moreover, tenderers are advised that the laws of Ireland will govern this competition. Both this competition and any resulting Framework Agreement will be subject to the exclusive jurisdiction of the Irish courts.

3.18 Determination Of Responsiveness

After opening tender submissions, the Contracting Authority will determine whether each tender submission is substantially responsive to the requirements of this ITT document. If a material deviation exists that limits in any substantial way the Contracting Authority's rights or the tenderer's obligations under any Framework Agreement to be awarded, the tender submission shall be rejected.

3.19 Clarification Of Tenders

To assist in the evaluation and associated comparison of tender submissions, the Contracting Authority may ask tenderers to clarify and supplement certain aspects of their tender submissions, including financial proposals. A request for such clarifications should not be construed as an indication of success in the competition.

3.20 Payment

The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is Electronic Funds Transfer. Therefore, in order to be set up on the Contracting Authorities payment system the winning tenderer must provide bank details on bank headed paper, dated within the previous 3 months, detailing the following: Account name and address, Account IBAN and BIC. Electronic screen shots will not be considered. By submitting a tender, the tenderer agrees to provide this information on request if successful.

3.21 Award To Runner-Up

If, having entered into a Framework Agreement as a result of this competition, the Contracting Authority deems that the successful tenderer cannot adequately deliver the required products, the Contracting Authority reserves the right to award the Framework Agreement to the next highest-scoring tenderer identified through the evaluation of tender submissions. This shall be without prejudice to the right of the Contracting Authority to terminate this competition at any time or to terminate any Framework Agreement awarded as a result of this competition in accordance with agreed terms.

3.22 Interference

Any effort by a tenderer to unduly influence the Contracting Authority, its personnel or any other relevant persons or bodies regarding the process of examination, clarification, evaluation and comparison of tender responses and any decisions concerning the award of the Framework Agreement shall result in the elimination of said tenderer's tender submission. In accordance with Section 14 of the Criminal Justice (Corruption Offences) Act 2018, a presumption that any gift, consideration or advantage paid by tenderers has been paid corruptly (unless the contrary is proven) may apply.

3.23 Prohibition On Canvassing

Any tenderer who, in connection with this competition –

- (a) offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or any person acting as an advisor to the Contracting Authority in connection with the competition; or
- (b) takes any step constituting a breach of the Prevention of Criminal Justice (Corruption Offences) Act 2018; or
- (c) canvasses any of the persons referred to in paragraph (a) above in connection with the competition; or
- (d) contacts any officer or employee of the Contracting Authority prior to the Framework Agreement being awarded about any aspect of the competition in manner not permitted by this ITT document,

May be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

3.24 Prohibition On Collusion

Any tenderer who, in connection with this competition,

- (a) fixes or adjusts the amount or terms of their tender submission by or in accordance with any agreement or arrangement with any other tenderer (other than a member of his own grouping or consortium)
- (b) enters into any agreement or arrangement with any other tenderer that he/she shall refrain from tendering or as to the amount or terms of any tender to be submitted
- (c) causes or induces any person to enter into such an agreement or arrangement as referred to in paragraphs (a) or (b) above
- (d) informs any tenderer of the amount, approximate amount or terms of any rival tender
- (e) canvasses any other tenderer in connection with this competition
- (f) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival tender submission
- (g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of the proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission)
- (h) contacts any officer or employee of the Contracting Authority prior to the framework agreement being awarded about any aspect of the competition in manner not permitted by this ITT document,

May be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

Tenderers' attention is drawn in particular to the provisions of the Competition Act 2002, which makes it a criminal offence for tenderers to collude on prices or terms in a public tendering competition. Please note that, should the Contracting Authority become aware of direct or indirect communications (through trade associations or otherwise) between tenderers relating to this competition and that may facilitate collusion, the Contracting Authority may, at its discretion, eliminate the tenderers in question and notify the Competition Authority of the matter, recommending that action be taken against the tenderers in question.

3.25 Format Of Response

Tender responses to this ITT document will be evaluated solely on the quality of the content of the proposal. In the event that the tenderer has previously been involved in the provision of services to the Contracting Authority, they should not assume that the Contracting Authority is aware of their ability to carry out the work set out in this ITT document. No recognition will be given to information previously submitted.

3.26 Notification Of Tender Evaluations

All tenderers will be informed in writing of the outcome of this competition following the completion of the evaluation of tender submissions.

3.27 Changes In Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Framework Agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

3.28 Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change is to be subject to the written approval of the Contracting Authority.

Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience. The Contracting Authority shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3.29 Media

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

3.30 Credit Review

The Contracting Authority reserves the right to conduct a credit review of successful tenderer(s) (if a grouping or partnership), prior to formal appointment.

3.31 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

3.32 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this ITT document. The tenderer may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

3.33 Health & Safety

With respect to the jurisdiction where the supply of goods or services will be provided, the successful tenderer must comply with the following health and safety legislation as applicable:

The Safety, Health and Welfare at Work Acts 2005-2014

3.34 Freedom Of Information

All responses to this ITT document will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including, but not limited to, the Freedom of Information Act 2014, EU and Irish procurement procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any Framework Agreement or contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish government procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

3.35 Transfer Of Undertaking and Protection of Employees (TUPE)

Tenderers shall take sole responsibility and undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE Regulations) 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 TUPE Regulations.

3.36 Standstill Period

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no Framework Agreement can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the tenderers have been sent a notice informing them of the result of this competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The successful tenderer will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

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 successful tenderer in respect of each award criterion assessed by the Contracting Authority.

3.37 Professional Services Withholding Tax ("PSWT") / Relevant Contracts Tax ("RCT")

For the purpose of PSWT, the Contracting Authority are deemed as "accountable persons" for certain professional services. In accordance with revenue rules, accountable persons must deduct PSWT at the rate of

20% net of VAT from payments made to qualifying professional services and submit a PSWT returns and payment to Revenue. For full details and qualifying professional services please refer to www.revenue.ie.

For RCT, the Contracting Authority are deemed "Principal Contractors" for certain construction activities and relevant contracts. In accordance with RCT legislation, Principal Contractors must deduct RCT based on the rates as authorised by Revenue, exclusive of VAT from qualifying relevant contracts and submit a RCT return and payment to Revenue. For further details and guidance and qualifying relevant contract activity please refer to Part 18-02-04 - Relevant Contracts Tax for Principal Contractors (www.revenue.ie).

4. ELIGIBILITY AND AWARD CRITERIA

4.1 Eligibility Criteria and Associated Rules

The Contracting Authority is using the Open Procedure. In the first instance, tenderers are requested to review the Selection Criteria and confirm using the self-declaration sheet attached at Appendix 3 – *Form Of Self Declaration* that they meet the minimum rules as set out below. This Selection Criteria will be assessed on a pass/fail basis. In the case of a grouping, this requirement will need to be completed by all group members.

The tenderer with the most economically advantageous tender will be requested to submit evidence in order to be validated against the Eligibility Criteria and rules contained in this Section 6 of the ITT document. Failure to achieve the required 'pass' mark on any of the Eligibility Criteria will result in the tenderer's elimination from the competition. In the event that this verification process reveals that misleading or inaccurate information has been provided, the tender in question will be rejected from further consideration. Moreover, tenderers may be precluded, at the discretion of the Contracting Authority, from participating in future competitions. In the event that, following a request from the Contracting Authority, tenderers are not in a position to provide the required evidence within three (3) working days, their tender submission will be eliminated from further consideration.

For the avoidance of doubt, there is no requirement to complete Section 4.1 of the ITT document at this stage. Tenderers are requested to review the selection criteria and confirm using the self-declaration sheet attached at Appendix 3 – *Form of Self Declaration* that they meet the minimum rules as set out in below.

Alternatively, tenderers can avail of the option of submitting the European Single Procurement Document (ESPD) Article 59, confirming they meet the minimum rules as set out below.

ELIGIBILITY CRITERIA		MARKING SCHEME
4.1 (a)	Contact Details	For information only
4.1 (b)	Insurances	Pass / Fail
4.1 (c)	Financial Capacity	Pass / Fail
4.1 (d)	Tax Compliancy	Pass / Fail
4.1 (e)	Declaration of Bona Fides	Pass / Fail
4.1 (f)	Previous Experience	Pass / Fail
4.1 (g)	Health & Safety	Pass / Fail
4.1 (h)	Quality Assurance	Pass / Fail

- (a) Please complete the table below, providing contact details for your organisation. The table may be expanded as required.

4.1(a) – CONTACT DETAILS	
Name of Organisation	
Company Registration Number	
Date of Establishment	
Address of Organisation	

Contact Person	
Position of Contact Person	
Telephone Number	
E-mail Address	
Information regarding partnership or subcontracting arrangements.	

RULE: Tenderers must complete this table. If the tender concerns a grouping or a partnership, each group member or subcontractor must answer each criterion below.

- (b) Please provide evidence (e.g., certificates of insurance) indicating that you possess the forms and levels of insurance specified. Alternatively, please provide a broker's letter indicating that the forms and levels of insurance specified can be put in place if you are successful in this competition.

4.1(b) – INSURANCES		
INSURANCE	LEVEL	APPENDIX AT WHICH EVIDENCE IS ATTACHED
Employer's Liability	€13m in any one occurrence	<i>Insert</i>
Public / Product Liability Public To include: Motor Traders Road Risk Motor Traders Internal Risks Motor Traders Service Indemnity (including liability for sudden/unforeseen pollution)	€6.5m in any one occurrence	<i>Insert</i>
Professional Indemnity	€1.5m	<i>Insert</i>
Motor Third Property Damage Insurance	€2m	<i>Insert</i>
ALTERNATIVELY		
Broker's letter indicating that the forms and levels of insurance required can be put in place if the tenderer is successful in this competition		<i>Insert</i>

RULE: Tenderers must provide evidence that they possess the forms and levels of insurance specified. Alternatively, tenderers must provide a broker's letter indicating that the forms and levels of insurance specified can be put in place if the tenderer is successful in this competition.

- (c) Please provide appropriate certified evidence defining your turnover for each of the three previous financial years (2023, 2024, and 2025 if available).

4.1(c) – FINANCIAL CAPACITY	
TYPE OF CERTIFIED EVIDENCE PROVIDED	APPENDIX AT WHICH EVIDENCE IS ATTACHED
<i>Insert</i>	<i>Insert</i>

RULE: Tenderers must provide evidence that they attained a turnover of at least **€250,000** in any one of the three (3) previous financial years.

- (d) Please provide your companies Tax Reference number and Access number for the Contracting Authority to verify your tax compliancy through Revenue’s online facility (ROS).

4.1(d) – TAX COMPLIANCE	
Tax Reference Number	<i>Insert</i>
Access Number	<i>Insert</i>
Do you grant the Contracting Authority permission to verify your tax position online?	<i>Insert</i>
Signature	<i>Insert</i>

Alternatively, attach a current and valid Tax Clearance Certificate to your submission, specifying here the Appendix number or page at which it is contained:

Appendix No. / Page	
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RULE: Tenderers must demonstrate that they are fully tax compliant.

- (e) Please complete and sign the Declaration of Bona Fides contained in Appendix 2 – *Declaration Of Bona Fides* of this ITT document.

RULE: Tenderers must complete, date and sign this declaration. Provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

Any -tenderer that cannot meet the requirements as prescribed in Appendix 2 – *Declaration Of Bona Fides* may provide evidence to the effect that measures taken by the tenderer are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.

- (f) Please provide information regarding your previous experience by completing the tables below. The tables may be expanded as necessary.

RULE: Tenderers must detail two (2) projects delivered during the previous three (3) years that are of comparable nature and scale to the Contracting Authority’s requirements under this competition. Tenderers are advised that the projects listed must demonstrate capability to deliver the various supply / service aspects to meet the Contracting Authority’s requirements.

4.1(f) – PREVIOUS EXPERIENCE – PROJECT ONE			
Client Name			
Client contact details	Contact name		
	Contact e-mail address		
	Contact telephone number		
Approx. annual value			
Start date		End date	
1. Please outline the range of services carried out over the course of this contract.			
<i>Insert, expanding this table as necessary</i>			
2. Please indicate how the contract is comparable with the subject matter of this competition.			
<i>Insert, expanding this table as necessary.</i>			
3. Please detail how any urgent requests were dealt with.			
<i>Insert, expanding this table as necessary.</i>			

4.1(f) – PREVIOUS EXPERIENCE – PROJECT TWO			
Client Name			
Client contact details	Contact name		
	Contact e-mail address		
	Contact telephone number		
Approx. annual value			
Start date		End date	

1. Please outline the range of services carried out over the course of this contract.

Insert, expanding this table as necessary

2. Please indicate how the contract is comparable with the subject matter of this competition.

Insert, expanding this table as necessary.

3. Please detail how any urgent requests were dealt with.

Insert, expanding this table as necessary.

4.2 Health & Safety

Tenderers are required to have a Health & Safety Statement, Policy and/or Certification in place with regard to their supplies/services and be compliant with regulations.

4.3 Quality Assurance

Please outline your organisations quality assurance policy. Tenderers must detail their methodology for ensuring quality and must provide details of any Quality Management System that they have in place.

If your organisation has any third-party accreditations, please provide details below:

Date of original accreditation	
Date of most recent audit	
Scheduled date for next audit	
Name of accreditation body	
Scope of accreditation	
Name of person responsible for quality management	
Certification	
Tick if attached	
Appendix number	

4.4 Award Criteria and Weightings

A framework agreement will be established with the tenderer submitting the most economically advantageous tender, identified following application of the Award Criteria and weightings detailed hereunder. It is emphasised that the Contracting Authority is not bound to accepting the most economically advantageous tender or any tender submissions received and reserves the right to accept or reject in whole or in part any or all tender submissions received.

Award Criteria	Percentage	Max. points available	Min. points required
(A) Ultimate Cost	60%	6,000	N/A
(B) Fitness for Purpose, Technical Merit & Quality of the Proposed Products	20%	2,000	1,000
(C) Delivery of Service, Continuity of Supply & Contract Management	10%	1,000	500
(D) Environmental Management Measures	10%	1,000	N/A
Totals	100%		

NB: Tenderers should ensure in their submissions that they provide detailed information in respect of all aspects of the Award Criteria as stated below. Failure to provide detailed responses to the Award Criteria may result in elimination from the competition.

Criterion A – Ultimate Cost (60%)

Tenderers are required to complete in full the Form of Tender contained in Appendix 1 – *Form Of Tender*. The lowest notional ultimate cost tender submission that also meets all minimum requirements described in this document will attain the highest score available under this criterion. The scores of all other valid tender submissions will be calculated as follows:

Points awarded = (the maximum score achievable) multiplied by (the cost of the lowest-cost valid tender) divided by (the cost of the valid tender in question).

Prices shall be fixed for the duration (4) years of the Framework Agreement. Any price changes for subsequent years of the Framework Agreement must be detailed and confirmed in writing to the Contracting Authority's Contract Manager / Procurement Manager for review and discussion at least three (3) months prior to any acceptance.

4.5 Minimum Qualitative Score Required

Tenderers should note that they must achieve a minimum rating of "minimum mark" or 50% of the total marks available, the qualitative Criterion B and C to avoid elimination from the competition.

4.6 Verification And Clarification Meetings

Meetings for the purpose of verification / clarification may be carried out with appropriate tenderers as a facet of the evaluation process in order to identify the most economically advantageous tender submission, prior to the establishment of the Framework Agreement. Such meetings may be required in order to verify the scores achieved by tenderers in respect of their tender submissions. For the avoidance of doubt, tenderers should note that mere performance at interview will not of itself be evaluated. In the event that such meetings are required, information regarding location and times will be communicated to the chosen tenderers. In order to ensure the optimum effectiveness of such meetings, it is strongly recommended that the key personnel proposed to manage this Framework Agreement on the part of the tenderer in question should attend.

If necessary, please complete the separate sheet and return it with your tender submission.

Criterion B – Fitness for purpose, Technical Merit & Quality of the Proposed Products (20%)

Tenderers are required to comprehensively detail the fitness for purpose, technical merit and quality of their proposed materials. Tenderers must provide full product specifications including all technical and functional data that demonstrates that the proposed products meet all requirements as detailed in Section 2.

Tenderers must provide three (3) Analytical Reports previously carried out on their products for both topdressing sand and peat-free sand/compost mix. Analytical Reports must have been carried out within the six (6) months previous to tender submission. Reports must have been prepared by independent professional laboratories.

Criterion C – Delivery of Service, Continuity of Supply and Contract Management (10%)

Tenderers are required to submit their proposed approach and methodology to the delivery of a quality service to the Contracting Authority in respect of the requirements as detailed in Section 2 of this Invitation to Tender document. Tenderers are also required to detail their required lead times from receipt of purchase order. Shorter lead times will attract a higher score.

Criterion D – Environmental Management Measures (10%)

The service provider must document and report, over the contract duration: the results of the monitoring of the indicators set out in TS1 Environmental management measures; and the results of corrective and preventative actions, where applicable, according to the relevant written procedures.

These reports must be made available to the contracting authority at least annually and at any other time upon request. The contracting authority may set rules for penalties for non-compliance and bonuses for exceeding the objectives set by the emissions reduction plan.

APPENDIX 1 – FORM OF TENDER

This Form of Tender must be completed, signed and returned by tenderers. Any amendment to the structure of this document, or any qualification of financial offers, may, at the sole discretion of the Contracting Authority, result in the elimination of the tender submission in question.

Contracting Authority: Horse Racing Ireland & Subsidiaries

Competition: Single Party Framework for the Provision of Topdressing Sand Peat-Free Sand-Compost Mix Related Materials

From (Tenderer):

The cost proposals must be inclusive of all out-of-pocket expenses, travel, subsistence and ancillary expenses or costs of every description, including costs relating to the production of documentation, production of quotes and any administrative and assembly supervision surcharges or expenses.

The Contracting Authority reserves the right to request a breakdown of the above prices.

I/We, having read the full ITT Document and associated Appendices, do hereby offer to provide the whole of the supplies / services described all to the entire satisfaction of the Contracting Authority, for the above prices, and enter into a framework agreement accordingly.

Criterion A – Ultimate Cost (60%)

Tenderers are required to complete in full the Form of Tender contained in Appendix 1 – *Form Of Tender*. The lowest notional ultimate cost tender submission that also meets all minimum requirements described in this document will attain the highest score available under this criterion. The scores of all other valid tender submissions will be calculated as follows:

Points awarded = (the maximum score achievable) multiplied by (the cost of the lowest-cost valid tender) divided by (the cost of the valid tender in question).

Prices shall be fixed for the duration (4) years of the Framework Agreement. Any price changes for subsequent years of the Framework Agreement must be detailed and confirmed in writing to the Contracting Authority's Contract Manager / Procurement Manager for review and discussion at least three (3) months prior to any acceptance.

TABLE A	SUBTOTAL
Total brought forward from Appendix 1 - Form of Tender Pricing Schedule	(€)
OVERALL NOTIONAL ULTIMATE COST FOR EVALUATION PURPOSES	(€)

The cost proposals must be inclusive of all out-of-pocket expenses, travel, subsistence and ancillary expenses or costs of every description, including costs relating to the production of documentation, production of quotes and any administrative and assembly supervision surcharges or expenses.

**Criterion B – Fitness for purpose, Technical Merit & Quality of the Proposed Products
(20%)**

Tenderers are required to comprehensively detail the fitness for purpose, technical merit and quality of their proposed materials. Tenderers must provide full product specifications including all technical and functional data that demonstrates that the proposed products meet all requirements as detailed in Section 2.

Tenderers must provide three (3) Analytical Reports previously carried out on their products for both topdressing sand and peat-free sand/compost mix. Analytical Reports must have been carried out within the six (6) months previous to tender submission. Reports must have been prepared by independent professional laboratories.

Expand as required.

If necessary, please complete the separate sheet and return it with your tender submission.

Criterion C – Delivery of Service, Continuity of Supply and Contract Management (10%)

Tenderers are required to submit their proposed approach and methodology to the delivery of a quality service to the Contracting Authority in respect of the requirements as detailed in Section 2 of this Invitation to Tender document. Tenderers are also required to detail their required lead times from receipt of purchase order. Shorter lead times will attract a higher score.

Expand as required.

If necessary, please complete the separate sheet and return it with your tender submission.

Criterion D – Environmental Management Measures (10%)

The service provider must document and report, over the contract duration: the results of the monitoring of the indicators set out in TS1 Environmental management measures; and the results of corrective and preventative actions, where applicable, according to the relevant written procedures.

These reports must be made available to the contracting authority at least annually and at any other time upon request. The contracting authority may set rules for penalties for non-compliance and bonuses for exceeding the objectives set by the emissions reduction plan.

Expand as required.

If necessary, please complete the separate sheet and return it with your tender submission.

I/We confirm that I/we:

1. Understand the nature and extent of the Supplies / Services required to be delivered as described the ITT document.
2. Accept all of the Terms and Conditions of the ITT document and the Framework Agreement and agree if awarded a Framework Agreement to execute the Framework Agreement appended at Appendix 4 – *Terms & Conditions* to the ITT document.
3. Agree to provide the Contracting Authority with the Services / Supplies in accordance with the ITT document and our tender submission.
4. Have examined the ITT documentation and hereby offer to provide the Supplies / Services above in accordance with the specification and terms set out in the ITT document.
5. Will keep this offer open for acceptance by the Contracting Authority for a period of twelve (12) months from the date of deadline for submission of tender.
6. Agree that the Contracting Authority are not bound to accept the most economically advantageous tender submission or any tender submission that may be received by the Contracting Authority.
7. Have read and thoroughly examined the ITT document and fully understand the ITT document and the Contracting Authority's requirements.
8. Undertake to perform and complete the Supplies / Services in accordance with the terms and conditions of the ITT document General Specification Of Requirements (Section 4).
9. Acknowledge that all costs and expenses incurred by us in producing and submitting this tender submission will be borne by us in full.
10. Certify that the information provided in this tender submission is accurate and complete to the best of our knowledge and belief.
11. Understand that the provision of inaccurate or misleading information in this Form of Tender may lead to my organisation being excluded from participation in this and future competitions.
12. Undertake to treat the details of this ITT document, the resulting tender submission and any subsequent clarifications as private and confidential.
13. Acknowledge that acceptance by the Contracting Authority of a tender submission will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the Framework Agreement has been established by the Contracting Authority;
14. Have availed of all offers for additional information or have otherwise satisfied ourselves as to conditions that may in any manner affect the performance of the Framework Agreement awarded under it.
15. Have included everything necessary for the performance of the Supplies / Services required under the Framework Agreement which are either expressly stated in the ITT document or contained in any supplementary information or which could reasonably be inferred therefrom.
16. Have found no errors, omissions, conflicts or ambiguities in the ITT document, except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries.

17. Have included for compliance with all statutory requirements applicable in the Republic of Ireland and those applicable in any country where parts of the contract may be performed that are in force seven (7) days prior to the deadline for receipt of tender responses.
18. Will not, if awarded a Framework Agreement , employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age, etc., or source any part of any Framework Agreement awarded in countries subject to official international trading sanctions.
19. Understand the nature and extent of the requirements as described in *Section 4 – General Specification of Requirements* of this ITT document.
20. Have reviewed Appendix 4 – *Terms and Conditions* of the ITT document and Framework Agreement and either (a) have no queries / issues and if awarded will execute the requirements to these terms OR (b) confirm that we have submitted our queries relating to these Terms and Conditions either via the ITT clarification question and answer process or along with our tender submission.
21. Accept all the Eligibility and Award Criteria as set out in the ITT document.
22. Agree to execute the requirements to the Contracting Authority in accordance with the ITT document and our tender submission.
23. Agree that, if awarded any Framework Agreement , we shall, in the performance of such , comply with all applicable obligations in the field of environmental, social and labour law.
24. Confirm that we have complied with all requirements as set out in *Section 5 – Instructions to Tenderers* within this ITT document.
25. Confirm that all prices quoted in our tender submission will remain valid for the period of time commencing from the ITT Deadline, as specified within at Clause 5.11 of this ITT document.
26. Shall, if awarded any Framework Agreement under this competition, have in place on the Effective Date of the Framework Agreement, all insurances (if any) as required, outlined in *Section 6 – Eligibility Criteria*.
27. Confirm that all Data Subjects whose Personal Data is provided in our tender submission have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the www.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

SIGNATURE	<i>(Insert)</i>	Date	<i>(Insert)</i>
Name	<i>(Insert)</i>	Phone	<i>(Insert)</i>
Position	<i>(Insert)</i>	Email	<i>(Insert)</i>

A Tenderer's failure to sign and date this Form of Tender and to complete all sections will invalidate the tender submission.

APPENDIX 2 - DECLARATION OF BONA FIDES

I, having been duly authorised by the economic operator, sincerely declare that itself or any person who has is a member of the administrative, management or supervisory body of the economic operator or has powers of representation, decision or control in the economic operator:

- a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority.
- c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.
- h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- i) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- j) Is not guilty of grave professional misconduct.
- k) Has not entered into agreements with other economic operators aimed at distorting competition.
- l) Is not aware of any conflict of interest due to its participation in the Competition.
- m) Has not had any prior involvement in the preparation of the Competition.

- n) Is not guilty of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- o) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- p) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
- q) 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.

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

SIGNATURE	(Insert)	Date	(Insert)
Name	(Insert)	Phone	(Insert)
Position	(Insert)	Email	(Insert)

APPENDIX 3 – SELF DECLARATION

SELF DECLARATION – SELECTION CRITERIA

To	The Contracting Authority
Competition	Single Party Framework for the Provision of Topdressing Sand Peat-Free Sand-Compost Mix Related Materials for Horse Racing Ireland
Name of Organisation	<i>Insert</i>
Address of Organisation	<i>Insert</i>
Contact Person and Position:	<i>Insert</i>
Telephone Number	<i>Insert</i>
E-mail Address	<i>Insert</i>
Information regarding partnership or subcontracting arrangements.	<i>Insert</i>
4.1 (b) Insurances	Please confirm
I confirm possession of the required forms and levels of insurance and will provide insurance certificates as evidence of this fact promptly following receipt of a request from the Contracting Authority or I undertake to put the required forms and levels of insurance in place if successful in the competition and will provide a broker's letter indicating my capacity to do so promptly following receipt of a request from the Contracting Authority.	<i>(Insert)</i>
4.1 (c) Financial Capacity	Please confirm
I confirm that I have adequate financial capacity to meet the turnover requirements specified in respect of Eligibility Criterion 4.1(c) and will provide appropriate evidence to this effect promptly following receipt of a request from the Contracting Authority.	<i>(Insert)</i>
4.1 (d) Tax Clearance	Please confirm
I confirm that my tax affairs are up to date and that I am fully tax compliant, or I confirm that I have applied for a Tax Clearance Certificate, which will be made available promptly following receipt of a request from the Contracting Authority.	<i>(Insert)</i>
4.1 (e) Declaration of Bona Fides	Please confirm
I confirm that I fully meet the requirements as set out the Declaration of Bona Fides as set out in Appendix 2 – <i>Declaration Of Bona Fides</i> and will promptly supply a signed copy following receipt of a request from the Contracting Authority.	<i>(Insert)</i>
4.1 (f) Health & Safety	Please confirm
I confirm that I can provide a copy of Risk Assessment and Safety Statement, demonstrating compliance with the Safety Health and Welfare at Work Act 2005.	<i>(Insert)</i>
4.1 (g) Previous Experience	Please confirm
I confirm that I have delivered two (2) projects of a similar nature and scale within the past three (3) years and will promptly supply sufficiently annotated details following receipt of a request from the Contracting Authority.	<i>(Insert)</i>

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future competitions.

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION

SIGNATURE	<i>(Insert)</i>	Date	<i>(Insert)</i>
Name	<i>(Insert)</i>	Phone	<i>(Insert)</i>
Position	<i>(Insert)</i>	Email	<i>(Insert)</i>

APPENDIX 4 - TERMS AND CONDITIONS

See attached.