



**Stage 2: Abridged Invitation to Negotiate in a
Competition to award a Contract for the
development, manufacture, provision and
maintenance of Body Armour for An Garda Síochána**

Tender Reference: T.041/2026

**Tender procedure: Competitive Procedure with Negotiation
(Stage Two)**

Queries and Clarifications Deadline: TBC

Response Deadline: TBC

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*** To be Uploaded Separately with the Final ITN:**

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APPLICATION FOR VETTING VRN (1) (collectively referred to as 'Vetting Forms' in this ITN)*

Vetting Invitation (NVB(1a)) (collectively referred to as 'Vetting Forms' in this ITN)*

E-Vetting Guidelines (collectively referred to as 'Vetting Forms' in this ITN)*

Part 1: Introduction

- 1.1 The Commissioner of An Garda Síochána (“the Contracting Authority”) is issuing this Invitation to Negotiate (“ITN”) to invite tenders (“Tenders”) from shortlisted Candidates (“Tenderers”) for the provision of the services as described in paragraph 1.2 below and fully specified in Appendix 1 to this ITN (the “Services”).

This public procurement competition (“Competition”) is being conducted in accordance with the competitive procedure with negotiation under Regulation 29 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”) and the Competition may involve three stages as described as follows:

Stage 1 – Pre-qualification: The Contracting Authority invited Requests to Participate in response to the PQQ. Candidates shall be ranked in order of merit and subject to the number of Candidates that fulfil the compliance and selection criteria in this PQQ, the three (3) highest ranked Candidates shall proceed to Stage 2.

Stage 2 – Invitation to Negotiate: It is intended the Contracting Authority shall invite a maximum of three (3) shortlisted Candidates to submit a Tender in response to an Invitation to Negotiate (“ITN”).

This abridged Stage 2 ITN is being published with the PQQ for information purposes only in order to give prospective Candidates sufficient information about the scale and scope of the procurement so they can decide whether to participate in the procedure.

The Contracting Authority reserves the right to make changes to this ITN. However, the Minimum Requirements and Award Criteria will not change. Accordingly, an updated version of the ITN may be issued to shortlisted Candidates in Stage 2.

Tenders received in response to the ITN at Stage 2 will be assessed in accordance with the requirements and the award criteria set out in the ITN.

After the assessment of the Stage 2 tender responses (“Tenders”), the Contracting Authority may decide to award the goods and services contract (the “Goods and Services Contract”) to the Tenderer that has submitted the most economically advantageous tender for the provision of the Services based on the Award Criteria set out in the ITN without negotiation **or** it may decide to negotiate with Tenderers in order to improve the content of their Tenders.

Stage 3 – Negotiation and Final Tender Submission: Following the receipt of the Tender submission at stage 2 the Contracting authority will complete an initial evaluation to the Tender submissions. The Tenderers will be invited to a series of meetings to negotiate the technical, legal and financial elements of their submissions.

The first stage (“Stage 1”) of the Competition comprised of:

1. Publication by the Contracting Authority of a Pre-Qualification Questionnaire (the “PQQ”) on 27th May 2026;
2. Submission by Candidates of Responses to the PQQ (“Responses”); and
3. Evaluation by the Contracting Authority of Responses of Candidates against the compliance and selection criteria set out in the PQQ and short-listing of Candidates.

This ITN is issued only to the Candidates shortlisted at Stage 1 and commences the second stage (“Stage 2 Invitation to Negotiate”) of public procurement competition (“Competition”)

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which is being conducted in accordance with the competitive procedure with negotiation under Article 29 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”).

- 1.2 The Contracting Authority shortlisted three (3) Candidates to progress to the Stage 3 Negotiation. The Negotiation Stage will focus on agreeing an acceptable solution including terms and conditions and cost. The Negotiation Stage commences with the issuing of this Invitation to Negotiate (ITN) to the shortlisted Candidates.
- 1.3 Through a series of meetings (dealing with financial, legal and technical issues), which will focus on the Tenderers initial solution proposals and commentary on the contract provided by the Contracting Authority, the Contracting Authority will negotiate with Tenderers to agree a potential solution for the Contract.
- 1.4 After the conclusion of Stage 3 negotiations, the Contracting Authority intends to issue an Invitation to Submit Final Tenders (“ISFT”), inviting Tenderers to submit their proposals in accordance with the ISFT. No further material negotiation will take place after the conclusion of the Negotiation Stage, and the successful Tenderer will be chosen on the basis of the application of the award criteria that will be set out in the ISFT.
- 1.5 An indicative timeline for the negotiation stage of the Competitive Process with Negotiation is outlined below. The Contracting Authority reserves the right to amend this approach to the Procurement Process in the ISFT document.

Description	Provisional Date
Publication of Invitation to Negotiation (ITN) to the shortlisted Tenderers	TBC: July / August 2026
Queries Deadline	TBC: August 2026
Submission Closing Date	TBC: August / September 2026
Complete Assessment of Tenderer Submissions	TBC: September 2026
Complete Negotiations	TBC: September / October 2026
Issue Invitation to Submit a Final Tender	TBC: October / November 2026
Queries Deadline	TBC: October / November 2026
Submission Deadline	TBC: November 2026

- 1.6 Stage 3 is optional at the sole discretion of the Contracting Authority. Notwithstanding the negotiation approach set out between paragraphs 1.2 and 1.5 above, the Contracting Authority reserves the right to move to award the contract on foot of the initial responses to the this ITN

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to the highest ranked Tenderer, in the event that it is satisfied with the responses received and determines that a negotiation is unnecessary.

If the Contracting Authority decides to negotiate initial Tenders with Tenderers, it will provide Tenderers with the details of the process and the timetable in advance of the negotiations. The negotiations may take place in successive stages.

- 1.7 In summary, this public procurement competition relates to the establishment of a Contract for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána (AGS). The following is a summary of the equipment required (Tenderers should please note that all capitalised terms used are defined within the Glossary of Terms contained within this ITN):
- Group I – Uniform and Specialist Personal Body Armour, soft ballistic and knife Protective Panels with a suitable Armour Carrier for wearing with the current AGS uniform.
 - Group II – Tactical Body Armour to include Soft Armour and Plates, with a suitable Armour Carrier with load carrying capability and ancillaries.
 - Group III – Ballistic Covert Body Armour.
- 1.8 Any Contract that may result from this Competition (the “Contract”) will be issued for a term of six (6) years (“the Term”).
- 1.9 The Contracting Authority reserves the right to extend the Term for a period or periods of up to two (2) years with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.10 The Contracting Authority estimates that the expenditure on the Goods and Services to be covered by the proposed Contract may amount to some €50 million (excl. VAT) in aggregate over the Term and any possible extensions. Forecasts for expenditure are estimates only and are based on current and expected usage.
- 1.11 The Contracting Authority intends to award an initial order for the provision of equipment for each Group as follows:
- 15,000 vests of various sizes* to fit both a male and female form for Group I – Uniform and Specialist Personal Body Armour, soft ballistic and knife vest protected panels with a suitable cover for wearing with the current AGS uniform.
 - 350 vests of various sizes* to fit both a male and female form for Group II – Tactical operations Body Armour to include soft and hard armour plates, load carrying capability and ancillaries.
 - 350 vests of various sizes* to fit both a male and female form for Group III – Ballistic Covert Body Armour
- *Note the successful Tenderer will be required to complete a sizing exercise as part of the mobilisation of the Contract.
- 1.12 AGS estimate that the total requirement for Group I – Uniform and Specialist Personal Body Armour, soft ballistic and knife Vest protected panels with a suitable cover for wearing with the current AGS uniform, over the life of the Contract may amount to circa 40,000 Vests. AGS

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further estimate a total requirement of 1,000 sets of equipment for both Group II and Group III over the life of the Contract.

However, Tenderers should be aware that the requirements set out are an estimate and the level of actual demand beyond the initial requirement is not guaranteed. The actual demand may be higher or lower and will be driven by a combination of recruitment and requirements to replace and refresh equipment over the life of the Contract. Tenderers should also note that the Contracting Authority makes no commitment to order any number of units under the Goods and Services Contract until a Goods and Services Contract is signed and a specific purchase order is placed with the Contractor.

For Reference Only at Stage 1

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

- 2.1.1** This ITN is for the purpose of seeking Tenders from Tenderers only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

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.

No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents, 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 ITN and may wish to consult their legal advisers.

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

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

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written 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 award of a Contract does not confer exclusivity on the successful Tenderer.

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

- 2.1.3** This ITN 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

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the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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 Tenderers must note the provisions of Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) 2022/576 of 8 April 2022. Article 5k prohibits the Contracting Authority from awarding any contract to:

- (a) A Russian national, or a natural or legal person, entity or body established in Russia;
- (b) A legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or
- (c) A natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph, including, where they account for more than 10 % of the contract value, Subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the Regulations.

Tenderers are required to re-declare in the Tenderer's Statement, pursuant to paragraph 2.4 below, that none of the Article 5k provisions apply to them or their subcontractors.

2.1.6 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 European Union's public procurement and concession markets and procedures supporting negotiations on access of European 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 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.

2.1.7 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

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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 their Tender in the Tender Response Document ("TRD") and Pricing Schedule TRD;
- (b) To submit all documentation which this ITN requires to be submitted with their Tender;
- (c) To follow the format of the TRD, respond to each element in the order as set out in the TRD and not to alter or edit the requirements or questions in the TRD;
- (d) To conform to and comply with all instructions and requirements set out within this ITN and the TRD;
- (e) To submit the statement required under paragraph 2.4 below as included in the TRD;
- (f) Not to alter or edit this ITN in any way; and

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 FORM OF CONTRACT

2.3.1 The terms and conditions of the Contract will be provided to Tenderers at Stage 2 of the Competition. However, An Garda Síochána has included a draft Contract for the development, manufacture, provision and maintenance of Body Armour to An Garda Síochána as outlined in this abridged ITN. Candidates who are shortlisted to proceed to Stage 2 of the Competition will be afforded an opportunity to raise queries or observations in relation to the terms and conditions of the Contract during the Stage 2 period for queries and clarifications, as specified in Section [2.1] of the ITN. Please note that the Contracting Authority has no obligation to make any amendments to the terms and conditions.

2.3.2 The Contracting Authority reserves the right to amend the Contract in so far as it may deem necessary and will, in such circumstances, provide Tenderers with details of any amendments to the Services Contract.

In the event that the Contracting Authority exercises its discretion to proceed to the Stage 3 Negotiation Phase, the Contracting Authority will provide Tenderers with details of the

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scope of the negotiation, including details of whether any of the terms and conditions of the Contract will be the subject of any such negotiation.

Please note that the Contracting Authority has no obligation to make any amendments to the terms and conditions of the Contract. Further, and for the avoidance of doubt, Tenderers should be aware that no substantial modifications can be made to those terms and conditions following the appointment of the successful Tenderer.

- 2.3.3** Tenderers should note that any Contract entered into by the Contracting Authority pursuant to this Competition may be novated, at no additional cost, to any other Minister or any other Public Sector Body, entity or office and by submitting a Response, Tenderers so acknowledge and agree.

2.4 ACCEPTANCE OF ITN REQUIREMENTS

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

2.5 CONSORTIA, PRIME CONTRACTOR / SUBCONTRACTORS / RELIANCE ON THIRD PARTIES

- 2.5.1** Where a group of undertakings (in whatever form and regardless of the legal relationship between them) came together at Stage 1 to submit a Response to the Pre-Qualification Questionnaire ("PQQ"), the Contracting Authority will continue to deal with all matters relating to this Competition through the single nominated entity authorised in the Response to the PQQ to represent all members of the group of undertakings and the entity who will carry overall responsibility for the Contract (the "Prime Contractor") irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

The Tenderer must confirm details of all members of the group of undertakings and must clearly and comprehensively set out their role(s) as part of the Response. The Tenderers shall confirm 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.

Consortium members, and Sub-contractors may be amended at the ITN Stage. However, the Tenderer will be required to submit an amended PQQ setting out the proposed change(s). The revised PQQ will be required to achieve an equal or higher score in the assessment to be acceptable.

Tenderers (or groups of Tenderers) must comply with the provisions of paragraph 2.14 (Anti-Competitive Conduct) and paragraph 2.18 (Conflict of Interest) below.

- 2.5.2** Prior to and as a condition of award of any Contract, the successful Tenderer shall be required to re-confirm the single entity who will carry overall responsibility for the Contract (the "Prime

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Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). In addition, where the successful Tenderer has relied on the resources of another entity to meet the Selection Criteria at Stage 1 (PQQ) of the Competition, is subcontracting a share of the Contract to a Subcontractor or otherwise relies on third party resources, the Contracting Authority reserves the right to require the successful Tenderer to provide a Guarantee from the Subcontractor / third party entity prior to award of the contract. This Guarantee shall include (but not be limited to) the following obligations:

- The Guarantor guarantees that the Tenderer shall perform all its obligations contained in the Contract;
- Should the Tenderer fail to do so, the Guarantor shall perform whatever steps may be necessary to achieve performance of the Tenderer’s obligations under the Contract and shall indemnify and keep indemnified the Contracting Authority against any direct loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Tenderer may be liable (but excluding any indirect or consequential losses).

2.5.3 Without prejudice to any other provision of this ITN, the Contracting Authority reserves the right at any time to review the economic and financial standing and/or technical or professional capacity and capability of any Tenderer or any Subcontractor or consortium member during the Competition.

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1 Tenders must be submitted via the ‘electronic tenderbox’ available on www.etenders.gov.ie. Only Tenders submitted to the ‘electronic tenderbox’ will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a 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 click on the “paper plane” icon first and then on the “Submit” button. After the “Submit” button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

Tenderers shall include as part of their Tender to this ITN (Stage 2):

- Completed Tender Response Document (“TRD”) to the ITN.
- Completed Pricing Schedule TRD to the ITN.
- All other documents as requested in the ITN or TRD.

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- 2.6.2** Responses must be received not later than the Response Deadline date indicated on the cover page of this document (the “Response Deadline”). Responses 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 (Anti-competitive Conduct) and 2.18 (Conflict of Interest), 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 ITN.
- 2.6.5** All Tenders submitted in soft copy must be compiled such that they can be read immediately using Word, Excel or PDF reader. Tenderers must ensure that the document(s) submitted is text searchable using non-OCR software i.e. IT MUST NOT BE A DOCUMENT THAT HAS BEEN SCANNED AS AN IMAGE OR PROTECTED AGAINST SEARCH. The Contracting Authority is not responsible for corruption in electronic documents.
- Tenderers must ensure electronic documents are not corrupt. Tenderers must not exceed the stated maximum word counts where specified within each Award Criterion and Sub-Criterion in the Tender Response Document. Any additional words in excess of the maximum word 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 (TRD). Any information submitted in this manner will be disregarded and will not be evaluated.
- 2.6.6** Tenderers should note, to the extent that any specific provision in the ITN (including Appendices to the ITN) is inconsistent or conflicts with any provision in the TRD, the relevant provision of the ITN shall prevail.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1** All queries relating to any aspect of this Competition or of this ITN Stage 2 must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than the Queries and Clarifications Deadline date indicated on the cover page of this document (“the Queries and Clarifications Deadline”) 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, unless for reasons of commercial sensitivity.
- 2.7.3** The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4** The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through www.etenders.gov.ie.

2.8 TENDERING COSTS

- 2.8.1** All costs and expenses incurred by Tenderers relating to their participation in any Stage of this Competition including, but not being limited to provision of samples, certified testing, 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, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of Stage 2 of this Competition:

- (a) are furnished for the sole purpose of replying to this ITN only;
- (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

- 2.9.2** Tenderers must ensure that the Tenderer and any subcontractors comply with the confidentiality agreement signed with the Contracting Authority prior to release of this ITN ("Confidentiality Agreement"). The executed Confidentiality Agreement will be appended to the Contract upon award to the successful Tenderer.

2.10 PRICING

- 2.10.1** All Tenderers must complete the Pricing Schedule at Appendix 2 to this ITN.
- 2.10.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs, all services in Appendix 1 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 270 days from the Tender submission deadline.
- 2.10.4** Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.
- 2.10.5** Payments for Goods and Services supplied under this ITN shall be made subject to and in accordance with the Contract at Appendix 5 to this ITN.
- 2.10.6** Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective date of the goods contract (as defined in the Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Consumer Price Index (CPI) sub index - Classification of Individual Consumption according to Purpose (COICOP) Division 03.1.2: Garments, has increased or decreased in the edition of the

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Index published by the Central Statistics Office (CSO) of Ireland most recently prior to that anniversary.

In addition to the annual anniversary review of CPI increases / decreases above, where for unforeseen reasons extraordinary increases occur related to the manufacturing / delivery (including but not limited to: fabrics, trims, transport, labour, energy etc.) of one or all garments directly linked to this contract may be considered for future review.

Where this occurrence increases the overall cost of Goods to the Tenderer cumulatively by at least 10% since the last annual CPI review, and is resulting from market factors outside of the Tenderer's control. Then the Tenderer will be entitled to request to adjust the Price proportionately.

Tenderers shall note, that following any agreement for price increases, the revised Price will not become effective until the next purchase order request following the agreed higher cost adjustment. For any price adjustment under this section, the Tenderer must provide the contracting authority with sufficient evidence clearly demonstrating the supply chain impacts related to the proposed increases.

Tenderers must provide not less than twelve (12) weeks written notice of any such claim for increase in prices.

It is entirely at the discretion of the Contracting Authority whether or not it agrees to any proposed increase under the provisions set out above and any such increase shall not take effect without its agreement.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1** In the performance of any Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2** Tenderers shall be required to include an undertaking, by way of signing the Tenderer's Statement, as set out in the Appendix 3 of this ITN and the Tender Response Document (TRD), 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

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(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.

- 2.11.4** Each Tenderer shall be an independent Contractor and shall not be deemed an employee of the Contracting Authority. Any contract resulting out of this Competition shall not be deemed or construed to create a joint venture, partnership and/or fiduciary or other relationship between the successful Tenderer and the Contracting Authority. The officers, employees or agents of the Tenderer are not and shall not hold themselves to be (and shall not be held out by the Tenderer as being) servants, employees or agents of the Contracting Authority for any purposes whatsoever.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, in 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 Contract entered into by the successful 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 ITN

Where reference is made to a particular item, source, process, trademark, or type in this ITN 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

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

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. **Tenderers are required to declare in the Tender Response Document (TDR) 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 the Contract entered into by the successful Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

- 2.20.1 All premises relied upon by the successful Tenderer for the provision of the Services may be subject to inspection by the Contracting Authority in order to verify the Tenderer's proposal.

Tenderers should note that all premises relied upon by the successful Tenderer for the provision of the Services may also be subject to scheduled site visits and inspections by the Contracting Authority, or agents acting on its behalf, during the term of the contract.

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Product Liability	€13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year

**The Employers Liability and Public Liability policies should include an indemnity to principal's clause under which the Client shall be indemnified in respect of claims made against the Contracting Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the successful Tenderer is legally liable. Confirmation will be required prior to contract award.*

- 2.21.2 By signing the Tenderer's Statement set out at Appendix 3 as part of the Tender Response Document (TRD), Tenderers confirm, that if awarded a Contract under this Competition they will:

- (i) from the Commencement Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1; and
- (ii) the territorial limits and jurisdiction of its insurance policies include the Republic of 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 successful 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 Contract.

- 2.21.3 The successful Tenderer's insurer must be authorised to transact business within the Republic of Ireland (or within the EU under the Freedom of Services Directive) if the Insurer is based outside the EU and confirmation of this must be provided by the successful Tenderer.

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2.21.4 The successful Tenderer will, during the term of the 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.

2.22 SAMPLES

2.22.1 Tenderers should note that they are required to provide samples for each equipment Group as follows. Please refer to Appendix 1, Section 4 for full details.

Equipment Group	Number of Samples Required
Group I – Uniform and Specialist Personal Body Armour, soft ballistic and knife vest protected panels with a suitable cover for wearing with the current AGS uniform.	12
Group II – Tactical operations Body Armour to include soft and hard armour plates, load carrying capability and ancillaries.	8
Group III – Ballistic Covert Body Armour	6

2.22.2 The Tenderer will be responsible for the all costs involved in the provision of the samples including insurance and transportation of samples used in the field trials set out in this ITN Appendix 1 Section 4.

2.23 VETTING / SECURITY CLEARANCE

As a prerequisite for involvement with any Garda Síochána contract, advance identification of personnel will be required together with personal details. The successful Tenderer and all personnel plus sub-contractors working on the contract will be required to complete a Garda Vetting and Security Clearance Application Form (this form will be made available to the successful Tenderer on identification of personnel that will be servicing the contract) for vetting and security clearance before a contract is signed.

- A. This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.
- B. The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.
- C. The Commissioner reserves the right to refuse entry by any person, in the employment of the successful Tenderer (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or

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Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the successful Tenderer shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

For Reference Only at Stage 1

Part 3: Award Criteria

3.1 COMPLIANT TENDERS

Only those Tenderers who have submitted compliant Tenders pursuant to paragraph 2.2 of this ITN will be evaluated in accordance with the Award Criteria at paragraph 3.2 below.

For the avoidance of doubt, in the event that the Contracting Authority does not award a contract at Stage 2 on foot of Initial Tenders submitted, and instead elects to proceed to Stage 3, Negotiation, compliance will also be assessed in respect of any subsequent Tenders submitted following any such negotiation, prior to the evaluation of those Tenders.

The Contracting Authority reserves the right to ask Tenderers to re-submit any document or information submitted at Stage 1, including the following for the purposes of re-verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor relied upon):

- (i) A Declaration as to Personal Circumstances in the form attached at Appendix 4;
- (ii) Further information concerning the Tenderer, and any proposed Subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and,
- (iii) Further 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) the absence of exclusion grounds under Regulation 57 of the Regulations, or its reliability despite the existence of a relevant exclusion ground, and (ii) 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 (iii) 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 absence of exclusion grounds under Regulation 57 of the Regulations in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant exclusion ground, and (ii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this ITN.

3.2 AWARD CRITERIA

3.2.1 Award Criteria Evaluation Methodology

The award criteria are categorised as follows:

- (a) Requirements which are subject to Qualitative Assessment – evaluated on a qualitative basis and marks awarded accordingly;
- (b) Cost – evaluated relative to the lowest priced eligible tender and marks awarded accordingly.

Tenderers must respond to all of the Qualitative Award Criteria questions detailed in the table at paragraph 3.2.2 of the ITT. Tenderers must provide their written responses in the relevant section(s) of the Tender Response Document.

In response to each question, Tenderers are required to provide a response providing sufficient detail and clarity to enable the Contracting Authority to evaluate the Tenderer's proposal.

Written responses must not exceed the maximum word count for each answer, (where a maximum word count is specified). The maximum word count in respect of each question is set out in the Tender Response Document.

Tenderers may use images, charts and graphs as part of their response. Graphic images, charts and graphs will not be included in the word count. However, wordy images, charts and graphs will be included in the maximum word count for each answer. Tenderers must not embed any supporting documents or include hyperlinks to external sources, as these will not be evaluated by the Evaluation Team. Tenderers must not attach any supplementary documents, brochures, etc., unless expressly requested as part of this ITN. Any such documents provided will not be evaluated.

Members of the Evaluation Team will stop reading the response after the maximum word count has been reached, and any content contained in the content beyond the maximum word count will not be evaluated.

3.2.2 Qualitative Award Criteria

The Contract will be awarded at either this Stage 2 or Stage 3 (if applicable) on the basis of the most economically advantageous tender ("MEAT") as identified in accordance with the award criteria, sub-criteria and sub-sub-criteria set out below. The table below sets out the Award Criteria that the Contracting Authority will apply for the evaluation of Tenders.

Table 1: Award Criteria

AWARD CRITERIA		MAXIMUM MARKS AVAILABLE	MINIMUM MARKS REQUIRED TO PASS*
	Overall Cost	TBC	N/A
1	Quality of Products Proposed	TBC	TBC

	Tenderers must demonstrate that the quality of products proposed are fully compliant with the technical requirements set down in the specification of requirement. Tenderers should set out their policies and procedures for quality assurance of the manufacturing process; and for quality of assurance of products over their lifecycle. Tenderers must also demonstrate how they can adapt, future proof and keep pace with state of the art technologies as operational, Legislative and or performance requirements (Standards) may change throughout the life of the Contract.		
2	Size Range and Sizing Methodology Tenderers are required to provide a size range that will accommodate all Garda Members regardless of their body shape or gender. Tenderers must demonstrate the methodology proposed for sizing a representative sample of the Garda population at suitable geographic locations based on key locations as per the Garda operating model to establish a sizing role to support bulk production for AGS if the Tenderer is successful. Tenderers must also set out a specific plan and approach for sizing individual Garda Members in advance of the production of a Purchase Order for each Equipment Group. Note, the Tenderer will be expected to apply the proposed sizing methodology to the sizing exercise for the fit testing / wearer trial to be completed as part of criteria A.3. The outcome of the sizing exercise for the fit testing as part of the wearer trial will validate the proposed sizing methodology.	TBC	TBC
3.1	User comfort and operational suitability assessment Female Garda Members 3.1.1 User comfort and operational suitability assessment, Group I – Uniform and Specialist Personal Body Armour (i) Ease of Donning & Doffing (ii) Ergonomics and fit when completing tasks (iii) Ease of movement when competing tasks (iv) Comfort and heat management	TBC	TBC

	when completing tasks (v) Perceived weight when completing tasks¹; 3.1.2 User comfort and operational suitability assessment, Group II – Tactical Body Armour; (i) Ease of Donning & Doffing; (ii) Ergonomics and fit when completing tasks; (iii) Ease of movement when competing tasks; (iv) Comfort and heat management when completing tasks; (v) Perceived weight when completing tasks. 3.1.3 User comfort and operational suitability assessment, Group III – Ballistic Covert Body Armour; (i) Ease of Donning & Doffing; (ii) Ergonomics and fit when completing tasks; (iii) Ease of movement when competing tasks; (iv) Comfort and heat management when completing tasks; (v) Perceived weight when completing tasks. Each of the criteria above for each Group will be assessed and scored separately. Refer to Appendix 1 for an outline of the assessment process for this criterion and sub criteria).		
3.2	User comfort and operational suitability assessment Male Garda Members 3.2.1 User comfort and operational suitability assessment, Group I – Uniform and Specialist Personal Body Armour (i) Ease of Donning & Doffing (ii) Ergonomics and fit when completing tasks (iii) Ease of movement when competing	TBC	TBC

¹ Note the AGS tactics and drills tested will differ by Equipment Group.

	tasks (iv) Comfort and heat management when completing tasks (v) Perceived weight when completing tasks²; 3.2.2 User comfort and operational suitability assessment, Group II – Tactical Body Armour; (i) Ease of Donning & Doffing; (ii) Ergonomics and fit when completing tasks; (iii) Ease of movement when competing tasks; (iv) Comfort and heat management when completing tasks; (v) Perceived weight when completing tasks. 3.2.3 User comfort and operational suitability assessment, Group III – Ballistic Covert Body Armour; (i) Ease of Donning & Doffing; (ii) Ergonomics and fit when completing tasks; (iii) Ease of movement when competing tasks; (iv) Comfort and heat management when completing tasks; (v) Perceived weight when completing tasks. Each of the criteria above for each Group will be assessed and scored separately. Refer to Appendix 1 for an outline of the assessment process for this criterion and sub criteria).		
4	Supply Chain Security and Delivery Management Tenderers must demonstrate the quality and security of the proposed supply chain for the delivery of the Body Armour to An Garda Síochána. The Tenderer will be required to demonstrate that they have a robust and secure supply chain and that they can	TBC	TBC

² Note the AGS tactics and drills tested will differ by Equipment Group.

	guarantee that equipment with Garda branding and imagery will protected throughout the supply chain and be delivered securely to An Garda Síochána. The Tenderer must set out their approach to audit and risk management in the supply chain. The Tenderer will also be required to set out the proposed delivery time for the initial order and the response time proposed for subsequent orders. (Note the Tenderer will be required to deliver equipment to nominated Divisional and District Headquarters around the Republic of Ireland; see appendix 1.1).		
5	Maintenance / Warranties / Post Warranty Management Tenderers must set out their proposal in respect of Maintenance / Warranties / Post Warranty including product recalls and customer complaints procedures, taking into account the requirements set out in section 4 of Appendix 1. Tenderers must set out their approach to batch control and traceability of product and provide details of how individual pieces of equipment are linked back through the supply chain to the manufacturing origin of both the finished products and the key raw materials included therein.	TBC	TBC
6	Risk Management Tenderers must set out their approach to risk management. Tenderers must set out their business continuity plans for this Contract. Tenderers must set out the specific risks they have identified for this Contract along with the proposed mitigations for same.	TBC	TBC
7	Environmental Impact Tenderers must describe their policies and procedure relating to sustainability, supported by any external certifications held (e.g. ISO14001) Tenderers must set out their approach to product traceability and provide details of their status with respect to the adoption of the Eco-design for Sustainable Products Regulation ((EU) 2024/1781) and the implementation of a Digital Product Passport for the equipment proposed.	TBC	TBC

	Tenderers must provide details of the end of life repair and recycling services offered for the Body Armour, which may be required during the contract life.		
	Sub Total Quality	7,000	4,200
	Overall Total	10,000	NA

3.2.3 Scoring Model

Each qualitative award criterion identified in the table above other than “*COST*” and “*User comfort assessment and operational suitability*”, will be marked using the scoring guidance in Table 2 below.

The response to each sub-criterion will be assigned a band 0 - 5 and weighted back to the mark of each criterion and sub-criterion.

Table 2: Rating and score categories

BAND	SCORE RANGE	MEANING
7	90 – 100%	Excellent response that fully meets the requirements set out in the RFT: the response provides very strong, detailed and convincing assurance that the Tenderer will deliver on the Contracting Authority’s requirements to an excellent standard.
6	80-89%	A very good response that meets all the requirements set out in RFT: the response demonstrates a very high level of understanding of the requirements provides comprehensive detail and robust assurance that the Tenderer will deliver to a very high standard.
5	70-79%	A good response: that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority’s requirements to a good standard.
4	60-69%	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority’s requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
3	30-59%	An unsatisfactory response where some capabilities to meet the requirements are detailed however reservations exist. The response lacks full credibility and/or convincing detail, and there is a significant risk that the delivery of the Contracting Authority’s requirements will not be successful.
2	0-29%	A poor response where limited information was provided and serious reservations exist. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws, is seriously inadequate or seriously lacks credibility with a high risk of non-delivery of the Contracting Authority’s requirements.

1	0%	No response or response completely fails to address the criterion under consideration.
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For example, if a score of 200 marks is available, If the Tenderer is marked 7 (excellent), a score of between 180 and 200 marks will be awarded (90% to 100%). If the Tenderer is marked 2 (A response where reservations exist), a score between 60 and 118 marks will be awarded (30% to 59%).

Tenderers must achieve a minimum score of 60% or more for Criteria 1, 2, 4, 5, 6, and 7 –; and 70% for Criterion 3.1 and 3.2 – User comfort assessment and operational suitability doe both female and male Garda Members.

Tenderers may use images, charts and graphs as part of their response but in doing so must still adhere to the maximum page count for each answer. Tenderers must not embed any supporting documents or include hyperlinks to external sources, as these will not be evaluated by the Evaluation Committee. Tenderers must not attach any supplementary documents, brochures, etc., unless expressly requested as part of this ITN. Any such documents provided will not be evaluated.

Members of the Evaluation Committee will stop reading the response after the maximum page count has been reached, and any content contained in the pages beyond the maximum page count will not be evaluated.

3.2.4 Qualitative award criteria 3. *User Comfort and Suitability Assessment* will be completed and scored using the methodology set out below. The Contracting Authority has allocated a separate mark to each equipment Group for both female and male Garda Members.

The wearer trials are intended to assess and score the performance of the equipment in operational Uniformed Garda operational roles. The evaluation teams will consist of up to twelve (12), eight (8) or six (6) Triallists, (depending on the Group that the equipment falls under), supported by three (3) or two (2) supervisors and one instructor. Supervisors will coordinate and manage the teams during the wearer trials for the instructor. Each Triallist will evaluate the conforming samples from each bid, for comfort assessment and operational suitability.

Each team will score their equipment and record their notes and observations (good and bad), failures and opinions on the score sheets provided.

The following five (5) specific criteria will be assessed by the wearer trials evaluation team:

1. Ergonomics and fit when completing tasks;
2. Ease of movement when competing tasks;
3. Comfort and heat management when completing tasks;
4. Perceived weight when completing tasks; and,
5. Integration with the rest of the triallist uniform and equipment.

Each of the Triallists will score the individual sub-sub criterion 1 to 5 identified above on a 0 to 10 scale, with 0 being the lowest level of satisfaction with performance and 10 being the highest level of satisfaction with performance.

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Each triallists score will be aggregated for each set of equipment that they are trialling. The aggregated score will be converted to a percentage mark by dividing the aggregated total marks awarded by the maximum marks available. Triallists scores for each equipment Group will then be aggregated by gender. Tenderers must achieve a minimum score of 70% for each equipment Group, for each gender.

3.2.5 Lead Times and Delivery

An Garda Síochána are anxious to introduce new tactical body armour within 2027. The initial order will be for:

- 15,000 vests of various sizes* to fit both a male and female form for Group I – Uniform and Specialist Personal Body Armour, soft ballistic and knife vest protected panels with a suitable cover for wearing with the current AGS uniform.
- 350 vests of various sizes* to fit both a male and female form for Group II – Tactical operations Body Armour to include soft and hard armour plates, load carrying capability and ancillaries.
- 350 vests of various sizes* to fit both a male and female form for Group III – Ballistic Covert Body Armour

*Note the successful Tenderer will be required to complete a sizing exercise as part of the mobilisation of the Contract.

Tenderers can offer multi-delivery options as part of their response but the minimum delivery quantity initially should be (TBC for final ITN units followed by a second or subsequent delivery of at least (TBC for final ITN) units. Tenderers are required as part of their TRD (Tender Response Document) to submit their proposed maximum lead in times from the point of a Garda Síochána Purchase Order (PO) request to delivery of Goods to the designated An Garda Síochána location. **Tenderers must demonstrate in their response that they have a robust and reliable system for delivering the Goods from the point of manufacture to delivery to the Client's location, and in accordance with An Garda Síochána Purchase Orders requests, so as to ensure compliance with the Lead in Times over the term of the contract.** Failure to comply with the Lead in Times may result in application of such penalties as are available to the Contracting Authority (see clause 2.E of the Contract). The Tenderer that offers the shortest delivery time for the complete initial order will receive the maximum marks available for delivery time.

	Lowest Tendered Delivery Time		Maximum
Delivery			Marks
Score	=	Tendered Delivery Time under evaluation	x Available (TBC Marks)

3.2.6 Cost Score

The highest mark in respect of Cost is assigned to the Tender with the lowest Overall Cost that meets the minimum requirements identified in the Invitation to Negotiate

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All costs should be detailed in the **Compulsory Pricing Schedule**. The Tender that proposes the lowest Overall Cost will receive the maximum marks available for Cost (i.e., 30 marks). All other Tenders will be scored using the following formula:

Cost Score	=	$\frac{\text{Lowest Tendered Overall Cost}}{\text{Tendered Overall Cost under evaluation}}$	x	$\frac{\text{Maximum Marks Available}}{1}$
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3.2.7 Total Score

The Total Score for the Qualitative Award Criteria will be added to the Cost Score to determine the most economically advantageous Tender.

3.2.8 Tie Break

In the event of a tie, the Tenderer who has been awarded the highest marks for User comfort assessment and operational suitability will be deemed to be the most economically advantageous Tender.

In the event that the Tenderers are still tied, the Tenderer who has been awarded the highest marks for Quality of products proposed will be deemed to be the most economically advantageous Tender.

In the event that the Tenderers are still tied, the Tenderer who has been awarded the highest marks for Cost of products proposed will be deemed to be the most economically advantageous Tender.

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

3.2.9

Subject to paragraph 2.1 (Important Notices) and paragraph 3.4 (Standstill Period) of this ITN, award of the Contract on the basis of the Most Economically Advantageous Tender in accordance with the award criteria (as determined by paragraph 3.2.1) will be conditional upon the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant exclusion ground; (iii) if applicable, a Guarantee as set out in paragraph 2.5 above.

3.3 STANDSTILL PERIOD

- 3.3.1** In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.3.2** 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.

3.4 RETURN OF SIGNED CONTRACTS

- 3.4.1** The successful Tenderer must sign and return the Contract in duplicate to the Contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Contract in accordance with paragraph 2.1.2 above.
- 3.4.2** Where the signed Contract have not been received by the Contracting Authority within the period as specified at paragraph 3.5.1 then the Contracting Authority may proceed to award the Contract to the next highest ranked Tenderer in accordance with paragraph 3.4.1 above.

Appendix 1: Requirements and Specifications

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

Generic promotional/marketing material, leaflets and brochures will not be considered for evaluation.

Tenderers must not exceed the stated maximum A4 page limits specified within each Award Criterion and Sub-Criterion in this Appendix 1. Any additional pages in excess of the maximum page 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 (TRD). Any information submitted in this manner will be disregarded and will not be evaluated.

1. INTRODUCTION AND OVERVIEW

The Commissioner of An Garda Síochána is the Contracting Authority for this Competition. More information regarding the Contracting Authority may be viewed at following website: <https://www.garda.ie>.

An Garda Síochána (AGS) is the national police and security service in Ireland with responsibility for all policing and national security matters. It is a single, countrywide organisation and is a largely unarmed force. AGS has a central Headquarters and consists of Geographical Operational Units and National Specialist Units. The Geographical Operational Units are organised into 4 Regions, subdivided into Divisions and Districts located in over 700 locations. The organisation is made up of approximately 14,000 Garda Members and 2,500 Garda staff.

AGS is currently embarking on a ten (10) year program to provide Garda Members with personal protective equipment (PPE) which includes ballistic and knife protection for operational duties.

The PPE will be worn by male and female Officers throughout various operational and tactical duties where the operational and tactical overt Armour Carrier options are in keeping with the organisation's corporate image and overall uniform design.

AGS's threat analysis has specified a list of calibres that have formed the basis of the selection of the protection levels required. AGS have selected the protection levels required from United Kingdom 2017 Home Office Scientific Development Branch (HOSDB), Centre for Applied Science and Technology (CAST) standard for soft ballistic armour and from National Institute of Justice (NIJ) Ballistic standards for hard armour Plates.

The Tenderer must provide evidence to demonstrate that their current products are certified to the Body Armour standard set out in CAST Publication number 012/17 or NIJ 0101.06, or to equivalent standards for ballistic / stab penetration resistance. For the avoidance of doubt the Tenderer **must prove** that any alternative standard would not represent a compromise or diminution of the protection level defined by AGS by mapping the alternative standard to the required CAST Publication number 012/17 and or NIJ 0101.06 standards.

The performance in accordance with the base standard also includes Production Quality Testing (PQT) and Periodic In-Life Monitoring (PILM) for the duration of the Contract.

AGS also will require additions to the base standards for specified calibres and types of ammunition. Details will be provided to the shortlisted Tenderers as part of the final Invitation to Negotiate.

AGS will specify the minimum standards for the equipment as part of the final ITN, issued to shortlisted Candidates (Tenderers), on receipt of a signed confidentiality undertaking. These standards will vary according to operational tasking or roles of specific operating units. A successful Tenderer will be expected to manage AGS's requirements for supply of suitable Body Armour solutions, maintenance, in-life testing and future orders and if possible, any innovative developments over the life of the program.

AGS is now conducting a procurement process under the Competitive Procedure with Negotiation to establish a Contract for the provision Body Armour for An Garda Síochána.

2. STATEMENT OF REQUIREMENTS

An Garda Síochána (AGS) wishes to contract with a provider for the development, manufacture, provision and maintenance of Personal Protective Equipment (PPE) i.e. Body Armour with specific levels of ballistic / stab penetration resistance protection to be defined in the final ITN as set out above, for ten (10) years. AGS wishes to ensure that Garda Members have the most appropriate levels of protection and certification and to ensure that the PPE deployed to the force provides the maximum protection whilst ensuring that the PPE is task appropriate and integrates with the current AGS uniforms.

AGS require a Primary Equipment Manufacturer who can provide each of the following types of equipment.

- **Group I – Uniform and Specialist Personal Body Armour**, Soft Armour incorporating ballistic and knife Protective Panels, appropriate to both male and female forms with an Armour Carrier that integrates with and matches the current AGS uniform design for rank and file Garda Members and specialist detectives and which meets all the requirements of An Garda Síochána in terms of appearance and the carriage of Garda PPE i.e. Bodycams, TETRA radios, handheld conducted energy device (i.e. Taser) and any future requirements the organisation may have³.
- **Group II – Tactical operations Body Armour** to include Soft Armour and hard armour Plates, appropriate to both male and female forms with hard front and back armour Plates for tactical operations, an Armour Carrier with load carrying capability and ancillaries. The equipment proposed must be modular and capable of being adjusted by an individual Garda Member to meet protection and load carrying requirements of their role within the relevant unit⁴.
- **Group III – Ballistic Covert Body Armour**, appropriate to both male and female form with options on covers, white and nude colours for soft covert panels with suitable covers for wearing discretely under clothing⁴.
- The initial requirement for Group I is for the provision of 15,000 Vests of various sizes to individual Garda Members at their associated Divisional Headquarters (with delivery to the associated District Headquarters in areas of high population density, see appendix 1.1 for list of delivery

³ Tenderers are referred to appendix 1.2 in the abridged ITN for detail specification of each Group of equipment.

locations) with residual equipment for delivery to Central Stores. AGS estimate that the total requirement over the life of the Contract may amount to circa 40,000 sets of equipment.

- The Initial requirements for both Group II and Group III is for the provision of 350 sets of PPE. AGS further estimate a total requirement of 1,000 sets of equipment for both Group II and Group III over the life of the Contract.

However, Tenderers should be aware that the total requirement is an estimate and the level of actual demand beyond the initial requirement is not guaranteed. The actual demand may be higher or lower and will be driven by a combination of recruitment and requirements to replace and refresh equipment over the life of the Contract. Tenderers should also note that the Contracting Authority makes no commitment to order any number of units under the Contract until the Contract is signed and a specific purchase order is placed with the Contractor.

AGS will ultimately require the successful Tenderer to; (i) carry out sizing survey of a sample of the population of active Garda Members; (ii) produce an accurate production forecast for the equipment to meet the Contracting Authorities requirements; (iii) propose a methodology to size each individual Garda Member and capture orders for each Equipment Group; and, (iv) to deliver the equipment to individual Garda Members by way of their Divisional or District Headquarters as set out in appendix 1.1. The Contracting Authority is relying on the Tenderers expertise in completing these tasks, including determining an appropriate sample size.

The shortlisted Tenderers invited to Stage 2 of the Tender process will be required to propose their methodology for completing the activities (i) to (iv) above. The Contracting Authority expects to use the Stage 3 Negotiation and Final Tender process to enhance the Tenderers proposed model(s) for sizing, forecasting accurate production runs and delivery to Garda Members.

In the event that the Contracting Authority elects to forego the Stage 3 Negotiation and Final Tender process and move directly to award based on the Stage 2 submissions, the Contracting Authority will work with the successful Tenderer to optimise the proposed model for sizing, forecasting accurate production runs and delivery to Garda Members in advance of Contract finalisation.

Tenderers should note that AGS will only provide limited support for sizing and delivery processes. AGS will make Garda Members available for the sizing exercise. Divisional and District Headquarters will accept delivery of equipment. However, the successful Tenderer will need to deploy sufficient resources to complete the sizing exercise and to manage and effect delivery of equipment to Divisional and District Headquarters. Note each set of equipment must be addressed to an individual Garda Member.

The following criteria must be considered by the Tenderer:

Design and construction

The design of the equipment must make sizing relatively easy and allow for adjustment to fit over AGS's current uniform. Specifically, the design of the equipment must be suitable for adjustment to accommodate up to six (6) layers of clothing during operational activities in the Irish climate:

Table 12: Garda Uniform Layers

	Layer	Thickness
1	Thermal layer (always under garment)	0.69mm

2	Wicking T-shirt (always under garment)	0.50mm
3	Branded uniform polo	0.63mm
4	Branded uniform gilet	2.25mm
5	Branded uniform softshell	0.68mm
6	Branded uniform raincoat	0.55mm

The full Technical Specifications of the uniform will be provided to the Tenderers, as part of the final ITN during stage 2 of the process.

If required, AGS can provide sample layers to the Tenderers, during Stage 2 of the Competition.

The design must allow for adjustment so that sizing is as flexible as possible for both male and female forms.

Sizing

Tenderers are required to provide Body Armour for Groups I, II and III in size range(s) that will accommodate all Garda Members regardless of their body type, shape or gender.

The preference is for a size range offering required fit, comfort and appropriate protection for all Garda Members, achieved considering the implications for optimal warehousing and storage.

The Tenderers, must provide aids such as sizing charts, sizing kits, record sheets and recording and any other aids that would make sizing an individual more convenient for Tenderers, and AGS.

Survey

The Tenderer must demonstrate their ability to create a production schedule based on the completion of the sizing survey for the overall initial order and subsequent orders based on AGS requirements. The size of the sample must be determined by the Tenderer so that they can produce an accurate and timely forecast for an initial production run for the main order.

Any Garda Members that don't fit in standard sizing must be catered for in the initial and subsequent orders in a timely manner. The initial order quantities must be based on the sizing survey and the responsibility rests with the successful Tenderer to produce sufficient equipment for issue to Garda Members and a suitable size role for stock.

Distribution

The Tenderers must demonstrate their ability to delivery equipment addressed to individual Garda Members at the relevant Divisional or District HQ as listed in appendix 1.1, without the use of AGS resources. Any AGS resources necessary must be identified in the proposal. It is the responsibility of the Tenderer to define and cost the delivery model for equipment.

Proposals for Recycling of obsolete Body Armour:

Tenderers shall provide details in their Tender Response Document of what steps are proposed to provide customer awareness with regard to recycling, repair and reuse initiatives and providing best practice care and upkeep instructions.

Abridged Invitation to Negotiate issued at the PQQ Stage of the Tender Process for Reference Only

Body Armour care instructions must be provided with each Good promoting the best environmental approach to maximise the life span of Goods.

Reuse / Re-Cycling / Secure Disposal:

The successful Tenderer shall provide a Secure Disposal (Reuse / Re-Cycling) of obsolete and damaged Goods. The successful Tenderer shall be required to collect all unserviceable Body Armour and dispose of by way of a Secure / Monitored Reuse, Re-Cycling and/or Shredding processes, details of which shall be recorded for reporting purposes.

The Contracting Authority understands that the body armour carriers, soft armour and hard plates may be processed through different waste streams for recycling / repurposing at the end of life. Details of any different options for the different waste streams should be described.

Tenderers shall note that the provision of secure disposal / re-cycling services may be required during the contract. The exact quantities and volumes of recycling are unknown at this stage, however the Contracting Authority has provided two possible scenarios in Appendix 2 (**Recycling Costs NOT SCORED**), where this service could be required. Tenderers are required to submit costs for the two scenarios as part of their response to Appendix 2 (Pricing Schedule).

Tenderers should note that the recycling costs will NOT be scored as part of the Cost evaluation, however, the successful Tenderer will be required to provide the service(s) at the rates quoted and the methodology for collection and disposal (*recycling*), will be scored under award criteria 7 Environmental impact.

Scenario 1 – Roll Out Collection(s)

Following roll out in year 1, the Contracting Authority is expecting up to approximately 10,000 sets of Body Armour to be returned. Tenderers should provide a methodology and cost for arranging the collection and secure recycling of the returned Body Armour, which will be returned to the central stores in Santry. The current materials used will be provided to the Tenderers at ITN Stage.

Scenario 2 – On-Going Ad Hoc Collections

The Contracting Authority has an on-going ad hoc requirement for secure collection of all Body Armour types throughout the contract. Tenderers should provide a methodology and per kilogram (kg) cost for this service, based on 1 x per month collection from Santry. Tenderers should include details of any minimum levels that would apply for any collection.

Repairs:

Tenderers are required to outline any processes they have for repair of Body Armour, outside of the required guarantee period (as stated in the Contract Terms) to extend the life of the Body Armour. This should include the process for collection, repair and return of the Body Armour.

3. PRODUCT CERTIFICATION

As noted above, the Tenderer must provide evidence to demonstrate that their current products are certified to the Body Armour standard set out in the CAST Publication number 012/17 or NIJ 0101.06, or to an equivalent standard for ballistic / stab penetration resistance. For the avoidance of doubt the Tenderer **must prove** that any alternative standard proposed would not represent a compromise or diminution of the protection level defined by AGS by mapping the alternative standard to the required CAST Publication number 012/17 and or NIJ 0101.06 standards.

The performance in accordance with the base standard also includes production quality testing (PQT) and in life monitoring (ILM) for the duration of the Contract, defined as:

- Production quality testing (PQT): introduction of critical perforation analysis (CPA) as a quality assurance tool to provide increased confidence in the continued production quality of soft armour.
- In-life monitoring (ILM): periodical assessment of in-service body armour over the 10-year warranty to ensure performance is maintained and suitable for operational use.

Where the standard proposed is not CAST 2017 Tenderers must demonstrate that testing equivalent to CAST 2017 including Periodic In-Life Monitoring (PILM) and Production Quality Testing (PQT) protocols over the 10-year warranty for all ballistic and knife protection products provided are in place to ensure that the Armour Carrier and Protective Panels and Plates perform to expectations over the duration of the Contract.

The Contracting Authority will accept independently certified ballistic and knife standards used by the manufacturer so long as the test protocol requires that the bullet or knife does not perforate the Vest and that the Vest protects against appropriate levels of blunt trauma / Back-Face Deformation (BFD) for the appropriate rounds that will be identified by the Contracting Authority in the ITN.

The test standards that will be indicated in the final ITN by the Contracting Authority will be indicative and the Tenderer must provide assurance, by way of independent test house reports, that the Body Armour solution proposed is at least compliant with the relevant ballistic standards identified and all the appropriate testing and certification has been completed prior to order, to determine whether the Body Armour will perform as expected. The Contracting Authority will provide a list of service calibres to be included in the certification of the Soft Armour and Plates to Tenderers in the next stage of the process.

Three shortlisted Candidates will proceed to the Invitation to Negotiate (ITN) stage. The ITN will require the Tenderers to size specific Contracting Authority personnel for each specific equipment Group as set out above. The Tenderers will proceed to design, develop and produce samples to Contracting Authority's bespoke requirements and have independent test results from appropriate test houses verifying that the armour solution proposed has been successfully tested in accordance with the relevant standards identified in the ITN and will safely defeat the list of calibres specified⁴ by the Contracting Authority.

The successful Tenderers will be required to provide samples of each equipment group as set out below to allow the Contracting Authority to complete wearer trials as part of the Tender evaluation

⁴ A Tenderer can propose existing products from their product range to meet the Contracting Authority's requirements. The Tenderer can provide the certification of the existing product to meet the requirements set out in the final ITN.

process at Stage 2 of the Competition. All costs associated with the provision of samples will be borne by the successful Candidates.

It is expected that the following quantities of samples will be required for the fit testing and field wearer trials:

- **Group I – Operational and Specialist Body Armour**

Up to twelve (12) Garda Members.

- **Group II – Tactical**

Up to eight (8) Garda Members.

- **Group III – Covert**

Up to six (6) Garda Members.

4. WARRANTIES

Tenderers' products must be provided with minimum warranties that guarantee the products to be free from manufacturing defects as follows:

4.1. Warranty – Hard Protective Panels or Plates:

- Hard Protective Panels or Plates must be warranted to perform to their certified standard for a period of ten (10) years from the date of delivery to AGS.
- During the warranty period, any hard Protective Panels or Plates having a manufacturing or material defect must be repaired or replaced at no cost to AGS.
- The Manufacturer confirms that during the warranty period, should the hard Protective Panels or Plates be compromised (cracked, cut, torn or frayed); they should not be worn but rather immediately returned to the manufacturer for inspection and repair. If the damage is the result of improper care, storage, or abuse, determined by AGS and the Manufacturer jointly, the Manufacturer will advise AGS of its recommendation repair or replacement and any associated costs.

4.2. Warranty – Soft Protective Panels:

- Soft Protective Panels providing ballistic/stab protection must be warranted to perform to their certified standard for a minimum period of ten (10) years from the date of delivery to the Contracting Authority.
- The soft Protective Panels must be warranted to be of the same construction and design as the original ballistic certification listed on the label.
- During the warranty period, any soft Protective Panels having a manufacturing or material defect must be repaired or replaced at no cost to AGS.
- The Manufacturer confirms that during the warranty period, should the soft Protective Panels be compromised (cut, torn or frayed); they should not be worn but rather immediately returned to the manufacturer for inspection and repair. If the damage is the result of improper care, storage, or abuse, determined by AGS and the Manufacturer jointly, the Manufacturer will advise AGS of its recommendation as to repair or replacement and any associated costs.

4.3. Warranty (minimum) – Armour Cover, Armour Carrier, Components, and Accessories:

- The carrier Vest and other non-ballistic components must be warranted to be free from material and manufacturing defects for a minimum of twenty-four (24) months. The warranty period begins from the date of delivery to the Contracting Authority.
- During the warranty period, any garment having a manufacturing or material defect will be repaired or replaced at no cost to AGS.

4.4. Documentation/Evidence Required

The Tenderer must provide evidence by way of a draft warranty document to demonstrate that their products and individual components are warranted in line with minimum standards set out above, and, provide a sworn declaration that they will warrant the products provided under this contract in line with the minimum standards set out above.

Tenderers will either Pass or Fail on this Selection Criterion

5. FUTURE PROOFING

Tenderers must provide details of current technology advances in the design and manufacture of their current products and details of how they have or can adjust their operations in response to shifts and technological developments in the market or technology.

An Garda Síochána reserves the right to procure new models of equipment, both complete suits and individual parts, to meet new threats, make use of new ballistic and fabric advances to ensure that all future product orders are current and suitable for its operational environment over the life of the Contract or any extension thereto.

Any new equipment provided must meet or exceed the specification of the equipment included in the original Tender.

An Garda Síochána may require the preferred successful Tenderer to install RFID Tags on individual parts of each set of Body Armour. The specific RFID system to be deployed has not been identified. However, Tenderers should ensure that an RFID Tag can be inserted in each part of the suit either during manufacture or retrospectively without compromising the integrity or the warranty of the products supplied.

Tenderers are not required to cost an RFID Tag at this stage of the process. Additional details will be included in the final ITN.

6. PRICING GOODS DELIVERED DUTY PAID

The successful Tenderer will be required to provide the goods delivered duty paid (DDP) to Ireland exclusive of VAT for all contract deliveries. Further costs of delivery to Garda Members should be included based on the Tenderer's proposed delivery model. For the avoidance of doubt all import duties and tariffs will be for the Contractor's account. Any change to tariffs and duties over the life of the Contract will be at the Contractors risk.

7. USER COMFORT AND OPERATIONAL SUITABILITY ASSESSMENT

Qualitative award criterion A.3 *User comfort and operational suitability assessment* will be completed and scored using the methodology set out below. The Contracting Authority will allocate separate marks to each equipment Group by gender. Tenderers will be required to achieve the minimum score of 70% for each equipment Group by gender as set out in sections 6.3.2 and 6.4.2 of this document. Failure to achieve the minimum score for any individual equipment Group by gender will result in disqualification of the Tender.

- Group I – Uniform and Specialist Personal Body Armour, soft ballistic and knife Vest Protected Panels with a suitable Armour Carrier for wearing with the current AGS uniform.
- Group II – Tactical Body Armour to include soft Protective Panels and hard Protective Panels / Plates, with a suitable Armour Carrier, with load carrying capability for equipment and ancillaries.
- Group III – Ballistic Covert Body Armour

7.1 Body Armour - Technical Assessment Outline - Measuring Exercise

Tenderers will be required to complete a measuring exercise to manufacture / provide the specific number of samples for the wearer triallists, for each equipment Group. Tenderers will be required to measure 68 wearer triallists, (50 for Group I, 10 for Group II and 8 for Group III)

As set out in section 2 in the statement of requirements, the design of the equipment must make sizing relatively easy and allow for adjustment to fit over AGS's current uniform. Specifically, the design of the equipment must be suitable for adjustment to accommodate up to six (6) layers of clothing during operational deployment in the Irish climate:

Wearer triallists will be required to wear their uniform and utility belt when being sized/measured.

For Group I wearer triallists, the following 3 layering options will be worn to facilitate accurate measuring and to ensure that the equipment can be adjusted to fit over different configurations of the current uniform without compromising the protective cover of the Body Armour Proposed:

- (i) Polo Shirt + Armour Carrier
- (ii) Polo Shirt + Gilet + Armour Carrier
- (iii) Thermal Base Layer + Polo Shirt + Softshell + Armour Carrier

For Group II wearer triallists the following 2 layering options will be worn to facilitate accurate measuring and to ensure that the equipment can be adjusted to fit over different configurations of the current uniform without compromising the protective cover of the Body Armour Proposed:

- (i) Polo Shirt + Armour Carrier
- (ii) Polo Shirt + Fleece + Armour Carrier

For Group III wearer triallists, the following 1 layering option will be worn to facilitate accurate measuring and to ensure that the equipment can be adjusted to fit over different configurations of the current clothing worn by officers wearing Ballistic Covert Body Armour without compromising the protective cover of the Body Armour Proposed:

- (i) Plain Clothes – T-shirt, Polo Shirt or Shirt

During the Tenderer's measuring exercise, AGS' technical consultants will be present to simultaneously capture body measurements for all of the potential triallists. As a minimum the following measurements will be recorded: Chest, Waist, Hem, Front & Back (from side neck point to top of trouser waistband).

Tenderers should note that this information will be used to select a diverse and representative range of different sized individuals to be put forward for trialling. The same measurements will be recaptured with the wearers selected prior to fit testing to confirm any changes in size between initial measure and fitting, and as a control measure. Tenderers should refer to fit testing assessment details for further information.

7.2 Body Armour - Technical Assessment Outline - Technical Assessment

Tenderers will be required to provide Armour Carriers for up to 26 specific wearer triallists selected from the 68 wearer triallists measured. The samples must be provided in navy blue / black only (plus reflective tape where applicable) and free of any branding to avoid colour preferences influencing the feedback.

Prior to trial, the samples will be subject technical assessment to ensure essential compliance requirements are met, before any wearer is required to trial the item.

The technical assessment will comprise two essential elements:

1. Physical Sample Assessment
2. Compliance Assessment (desk based)

6.2.1 Physical Sample Assessment

The Contracting Authority's technical advisors will review the physical samples and supporting documentation provided and validate:

- (i) Compliance with General & Design Features;
- (ii) Compliance with Tenderers stated Sizing & Measurements; and,
- (iii) Overall Quality of Manufacturing against major and, or, minor failures.

6.2.2 Compliance Assessment

The Contracting Authority's technical advisors will also complete a compliance assessment as follows:

- (i) Performance Requirements for Soft Armour and Plates;
 - Samples must meet the minimum requirements, evidenced with independent test reports and / or certification of existing products;

Rule: Pass / Fail – Tenderers must pass.
- (ii) Performance Requirements for Armour Carrier Textiles & Trims;
 - Samples must meet the minimum requirements, evidenced with independent test reports issued by an ISO 17025:2017 approved / certified test laboratories, dated within the last 5 years;

- Performance Requirements will be outlined in the final specifications included in the Invitation to Negotiate and will include (a) a range of **textile** testing including (non-exhaustively): no melt no drip or other FR protective qualities; abrasion resistance; tear / tensile strengths; colourfastness, and EN 20471 hi-visibility fabric testing; and, (b) a range of **trims** testing including (non-exhaustively): no melt no drip or other FR protective qualities; zip, press stud, button or similar strength testing; hook & loop tear / tensile strengths, EN 20471 hi-visibility reflective tape testing.

For the avoidance of doubt Tenderers will be required to provide evidence to demonstrate the proposed products conformance with the performance requirements set out. The Contracting Authority's technical advisors will assess the evidence provided to confirm that the performance requirements are met.

The following performance requirements are mandatory and will be pass / fail:

- Soft Armour – all requirements (all Groups)
- Hard Plates – all requirements (all Groups)
- Armour Carrier Textiles - no melt no drip or other FR protective qualities (all Groups), EN 20471 compliance of hi-visibility fabrics (where applicable to Group I only)
- Armour Carrier Trims - no melt no drip or other FR protective qualities (all Groups), EN 20471 compliance of reflective tape (where applicable to Group I only)

All other test requirements will be assessed against each individual minimum performance requirement outlined in the Specification for each item. Tenderers will be required to comply with a minimum of 90% of all elements of the specified minimum performance requirements OR where the number of elements being assessed is less than ten (10), to have no more than one element that does not meet the specified minimum performance requirements.

For the avoidance of doubt all products within each Group I, II and III must pass the technical assessment of the minimum performance requirements.

If a Tenderer fails in the technical assessment of the minimum performance requirement for one or more Groups they will be eliminated from further consideration in the Tender process.

ONLY THOSE SAMPLES WHICH PASS THE ABOVE WILL BE PROGRESSED TO FIT TESTING STAGE.

NOTE: this may result in the Tenderer being eliminated completely (i.e. if the proposed solution does not meet mandatory performance requirements), or being eliminated for one or more wearer trial(s) (i.e. failure to meet the minimum marks for physical sample assessment, such as quality or measurement issues relating to an individual sample)

7.3 Body Armour - Technical Assessment Outline - Fit Testing

As set out in 6.1 above the wearer trialists identified for each of the different Groups will have the following items with them at the point of initial measurement, which should be taken into consideration to ensure fit in various combinations:

- Group I - AGS Uniform items: thermal base layer, polo shirt, softshell and gilet
- Group II – AGS Uniform items: polo shirt and fleece
- Group III – plain clothes

Tenderers will be required to provide an in-person presentation ‘train the trainer’ style to the Contracting Authority and its independent technical consultants, so instructions can be passed on to triallists and considered for fit testing.

The Contracting Authority’s technical consultants will re-measure all triallists being issued with Armour Carriers to ensure any changes since initial fitting are taken into consideration.

The Contracting Authority will ensure that it maintains a quorum amongst the resources deployed to support the procurement process to ensure continuity and consistency within the user comfort and fit testing process.

The fit testing will comprise two essential elements:

1. Fit & Protection;
2. Dynamic Fit, Ergonomics & Comfort.

7.3.1 Fit & Protection

Each triallist will be required to don the sample provided to ensure the accuracy of the Tenderer’s sizing methodology, and the following will be reviewed:

- (i) The ability for the Armour Carrier to be fastened securely when fitted to the wearer (as per Tenderer’s instructions and presentation provided).
- (ii) The coverage of all vital organs once the Armour Carrier is fitted.

Note: If the Armour Carrier does not fit the individual to the extent that they would be at risk in a live scenario with inadequate protection (e.g. the wearer cannot fasten the Armour Carrier at all or their vital organs are not fully covered), then the Tenderer will have deemed to have failed and will not be progressed to the Dynamic Fit, Ergonomics & Comfort Testing element of the Fit Testing for that individual sample.

In the event of any Armour Carrier sample failing the Fit and Protection testing requirements due to the potential risks posed by an incorrectly fitting Armour Carrier, the specific Armour Carrier will NOT be trialled by the wearer triallist for whom it was provided.

The Tenderer would therefore be excluded from assessment under any element of the wearer trial for this individual, and a score of zero (0) would apply to the specific wearer triallist.

Should a Tenderer have more than one wearer triallist’s Armour Carrier failing the fit testing requirements, the following exclusion criteria will apply:

- (i) **More than three (3)** excluded wearer triallists across any combination of Groups, OR
- (ii) **Two (2) or more** excluded wearer triallists in either Group II
OR
- (iii) **Two (2) or more** excluded wearer triallists in either Group III

Worked examples are provided below.

Exclusion criteria (i)

- 3 x Excluded wearer triallists in total split as follows: Group I x 1, Group II x 1 and Group III x 1 = PASS
- 3 x Excluded wearer triallists in total split as follows: Group I x 2 and Group II x 1 = PASS
- 4 x Excluded wearer triallists in total split as follows: Group I x 2, Group II x 1 and Group III x 1 = FAIL

Exclusion criteria (ii) and (iii)

- 2 x Excluded wearer triallists in total split as follows: Group I x 0, Group II x 1 and Group III x 1 = PASS
- 2 x Excluded wearer triallists in total split as follows: Group I x 0, Group II x 0, Group III x 2 = FAIL
- 3 x Excluded wearer triallists in total split as follows: Group I x 0, Group II x 2, Group III x 1 = FAIL

For the avoidance of doubt, if a Tenderer meets any of the above exclusion criteria conditions, then the Tenderer will have deemed to have failed this element, and therefore will not be progressed to the wearer trial stage and will be eliminated from further participation in the competition.

7.3.2 Dynamic Fit, Ergonomics & Comfort

Each triallist will be required to complete dynamic fit, ergonomics and comfort testing. This will be overseen by the Contracting Authority's technical consultants and observed by the Contracting Authority's procurement team, with each triallist completing a series of static and dynamic movements to test the effectiveness of the fit.

Each triallist will complete the following tasks⁵;

- Don the Body Armour in a static position, as the wearer triallist would normally assume when donning their current equipment;
- Doff the Body Armour in a static position, as wearer would normally assume when doffing their current equipment;
- Whilst in a sitting position – the wearer triallist will extend their arms over their head, out to side, to front, touch shoulders & reverse;
- Whilst in a standing position - the wearer triallist will extend their arms over their head, out to side, to front, touch shoulders & reverse;
- Whilst in a standing position - twist only at the waist from side to side, bend forwards & backwards;
- Whilst in a standing position - raise each leg with bent knee level to waist;
- Whilst in a standing position - Jogging on the spot for 30 seconds;
- From a standing position - squat down & stand up; and,

⁵ Note: the list of tasks to be completed by the wearer triallists is subject to change. A final list tasks will be confirmed in the final ITN issued at the start of Stage 2 of the Tender process.

- From a standing position – complete a horizontal lifting task.

Each triallist will complete the tasks in isolation from any other triallist, and the order in which Tenderers samples are tested will be rotated to avoid the influence or impact of trial fatigue, or other factors.

The triallists will complete the same series of movements and record their score between 1 and 10 for each of the following criteria⁶ for each Tenderer's set equipment in each equipment Group I, II and III;

- Ease of donning & doffing;
- Ergonomics and fit when completing tasks;
- Ease of movement when competing tasks;
- Comfort and heat management when completing tasks; and,
- Perceived weight when completing tasks.

Each triallists score will be aggregated for each equipment Group. The aggregated score will be converted to a percentage mark by dividing the aggregated total marks awarded by the maximum marks available. Triallists scores for each equipment Group will then be aggregated by gender. Tenderers must achieve a minimum score of 70% for each equipment Group, for each gender.

If a Tenderer fails to achieve the minimum score of 70% for each equipment group, for each gender then the Tenderer will have deemed to have failed and will not be progressed to the field wearer trial.

The Contracting Authority's technical consultants and procurement team will note if the Body Armour moves to such an extent that a triallist's vital organs are not fully covered during the completion of the tasks listed above.

If the Armour Carrier moves to such an extent that the triallist would be at risk in a live scenario with inadequate protection (e.g. all or their vital organs are not fully covered), then the Tenderer will have deemed to have failed and will not be progressed to the field wearer trial.

7.4 Body Armour - Technical Assessment Outline - Field wearer trials

The Body Armour is expected to provide Garda Members with suitable protection against knife and ballistic⁷ threats potentially associated with public policing. The equipment will ensure that Garda Members can safely and effectively carry out their duties and have the appropriate means to effectively deal with people who or incidents which pose a threat to the public, Garda

⁶ Note: the list of evaluation criteria above is subject to change. Full evaluation criteria will be confirmed in the final ITN issued at the start of Stage 2

⁷ The specific ballistic protection required will be shared with the shortlisted Tenderers in the final ITN issued at the commencement of Stage 2 of the Tender process.

Members or themselves and ensure that the risks to Garda Members associated with dealing with and / or arresting violent and otherwise non-compliant subjects are minimized.

7.4.1 Number of Triallists

Depending on operational constraints each equipment Group will be trialled by a minimum or maximum number of triallists drawn from the sample group of Garda Members who participated in the measurement exercise as follows;

Equipment Group	Minimum number of triallists			Maximum number of triallists		
	Male	Female	Total	Male	Female	Total
Group I	5	3	8	7	5	12
Group II	4	2	6	5	3	8
Group III	2	2	4	4	2	6

In so far as practical the triallists will be selected to ensure that a spread of equipment sizes are trialled from each equipment group.

The triallists for each Equipment Group will complete the field wearer trials for each set of equipment that has successfully completed the Technical Assessment set out at 6.3.2 above and the Fit Testing set out at 6.3.3 above, to give consistent feedback.

7.4.2 Evaluation Methodology:

The wearer trials are intended to assess and score the performance of the equipment in operational Uniformed Garda operational roles. The evaluation team will consist of up to twelve (12) triallists supported by three (3) supervisors and one (1) Instructor. Supervisors will coordinate and manage the teams during the wearer trials for the instructor. Each triallist will evaluate the conforming samples from each Tenderer, for comfort assessment and operational suitability.

Each triallist will complete a set of tasks⁸ consistent with the operational role applicable to each equipment Group.

Triallist may complete the tasks in isolation from, or in groups with, other triallists depending on the specific tasks and drills. The order in which Tenderers' samples are tested will be rotated to avoid the influence or impact of trial fatigue, or other factors.

The triallists will complete the same series of activities and drills for each set of Equipment

⁸ The complete set of tasks to be completed by each the triallists for each equipment group will be shared with the short listed Tenderers in the final ITN. A draft list of tasks by equipment group is included as appendix 1.3 in the abridged ITN provided.

for a specific Group. Triallists will score each set of equipment in isolation from their fellow triallists. Triallists will assign a score between 1 and 10 for each of the following criteria for each Tenderers' set equipment in each equipment the Group that they are trialling⁹;

- Ergonomics and fit when completing tasks;
- Ease of movement when competing tasks;
- Comfort and heat management when completing tasks;
- Perceived weight when completing tasks; and,
- Integration with the rest of the triallist uniform and equipment.

Each triallists score will be aggregated for each set of equipment that they are trialling. The aggregated score will be converted to a percentage mark by dividing the aggregated total marks awarded by the maximum marks available. Triallists scores for each equipment Group will then be aggregated by gender. Tenderers must achieve a minimum score of 70% for each equipment Group, for each gender.

If a Tenderer fails to achieve the minimum score of 70% for each equipment Group, for each gender then the Tenderer will have deemed to have failed and will not be considered in the financial assessment.

During the trials the Contracting Authority's technical consultants and procurement team will note if the Body Armour moves to such an extent that a triallist's vital organs are not fully covered during the completion of the tasks listed above.

If the Armour Carrier moves to such an extent that the triallist would be at risk in a live scenario with inadequate protection (e.g. all or their vital organs are not fully covered), then the Tenderer will have deemed to have failed and will not be and will not be considered in the financial assessment.

⁹ Note it is not expected that an individual triallist will test equipment in more than one Group.

Appendix 1.1: Divisional and District HQs

<u>Divisional HQ's</u>	<u>Address</u>	<u>Eircode</u>
Anglesea Street	Anglesea Street, Cork	T12 K244
Ballymun	Main Street, Ballymun, D9	D09 F9C5
Bandon	Weir St, Gully, Bandon, Co. Cork	P72 AK02
Blanchardstown	Main Street, Blanchardstown, D15	D15 F6V9
Bray	Convent Avenue, Bray, Co. Wicklow	A98 E093
Castlebar	The Mall, Castlebar, Co. Mayo	F23 KC58
Crumlin	23 St. Agnes Road, Crumlin, D12	D12 C588
Drogheda	Father Connolly Way, Drogheda, Co. Louth	A92 P704
Ennis	Abbey Street, Ennis, Co. Clare	V95 TR83
Fermoy	O'Neill Crowley Quay, Fermoy, Co. Cork	P61 PW84
Galway	Mill Street, Galway City, Co. Galway	H91 FX61
Henry Street	102 Henry Street, Limerick, Co. Limerick	V94 VY64
Kilkenny	Dominic Street, Kilkenny, Co. Kilkenny	R95 R291
Letterkenny	New Line Road, Letterkenny, Co. Donegal	F92 PC03
	Plantation Road, Monaghan Town, Co.	
Monaghan	Monaghan	H18 PK84
Mullingar	College Road, Mullingar, Co. Westmeath	N91 TF85
Naas	Kilcullen Road, Naas, Co. Kildare	W91 P274
Navan	Abbey Rd, Navan, Co.Meath	C15 FW77
Pearse Street	Pearse Street, D2	D02 W289
Portlaoise	Abbeyleix Rd, Portlaoise	R32 XW68
Roscommon	Roscommon Town, Co. Roscommon	F42 HN32
Sligo	Pearse Rd, Sligo	F91 E372
Store Street	Store Street, D1	D01 W773
Thurles	Slievenamon Road, Thurles, Co. Tipperary	E41 DW67
Tralee	New Road, Tralee, Co. Kerry	V92 EV79
Waterford	Ballybricken, Waterford City, Co. Waterford	X91 A076
Wexford	The Folly, Mulgannon, Wexford, Co. Wexford	Y35 DH60

<u>District HQs DMR</u>	<u>Address</u>	<u>Eircode</u>
Ashbourne	Frederick St, Ashbourne	A84 P891
Balbriggan	Harry Reynolds Road, Balbriggan	K32 EW0
Blackrock Co Dublin	Sweetmans Avenue, Blackrock, Co. Dublin	A94 X660
Bridewell Dublin	Chancery Street, Dublin 7	D07 E424
Clondalkin	Orchard Road, Clondalkin, D22	D22 W268
Clontarf	43 Clontarf Rd, Clontarf West, D3	D03 V4K8
Coolock	5 Oscar Traynor Rd, Kilmore, Coolock, D5	D05 VX25
Donnybrook	43 Donnybrook Rd, D4	D04 XC78
Dun Laoghaire	34/35 Corrig Avenue, Dun Laoghaire, Co. Dublin	A96 N299
Fitzgibbon Street	24/28 Fitzgibbon Street, D1	D01 XT54
Kevin Street	Kevin Street Upper, Dublin 8	D08 PW26
Leixlip	Leixlip, Co. Kildare	W23 P215

Lucan	Lucan Village, Lucan, Co. Dublin	K78 V383
Raheny	All saints Drive, Raheny, D5	D05 XA38
Tallaght	Belgard Walk, Tallaght, D24	D24 K796
Terenure	30/32 Terenure Road West, Terenure, D6W	D6W H262

For Reference Only at Stage 1

Appendix 1.2: Equipment Specification by Equipment Group

An Garda Síochána (AGS) requires the development, manufacture, provision and maintenance of Body Armour and Tactical Body Armour. The following is a summary of the equipment required, and the related draft specifications are provided below for the following Groups:

- Group I – Uniform and Specialist Personal Body Armour, soft ballistic and knife Vest protected panels with a suitable cover for wearing with the current AGS uniform.
- Group II – Tactical Body Armour to include soft and hard armour Plates, load carrying capability and ancillaries.
- Group III – Ballistic Covert Body Armour

Notes to Candidates:

- The information contained within this Draft Appendix 1B should be regarded as indicative and subject to change / further detail.
- The information is provided to Candidates at PQQ Stage to give an insight into the types of items expected to be contained within each of the different Groups, which are expected to form the final items offered.
- Final specifications will be provided to shortlisted Candidates at ITT Stage.
- Minimum performance requirements listed below are provided as examples of the types of testing and performance that will be expected from the Tenderer's samples, with evidence in the form of independent test reports to be provided as part of the Tenderer's submission at the ITT Stage.
- In addition to the requirements listed below in this Draft Appendix 1B, the requirements outlined in the specifications at ITT Stage will also include independent testing to evidence aspects such as (non-exhaustively): colourfastness, durability, tear/tensile strength, seam and whole of garment testing. Trims testing including Oeko-tex certificates and durability test reports such as pull tests for buttons and zip testing, will also be specified and evidence required to be provided by Tenderers at ITT Stage.
- Full details of the minimum performance requirements for each item within the three Groups will be supplied at ITT stage.

Candidates should not rely on the information contained within this Draft Appendix 1B to make any commitments, decisions or other actions relating to this or any other contract, tender or project.

Group I – Uniform & Specialist Personal Body Armour

Item No	Item	General & Design Requirements	Branding Requirements	Armour Performance & Conformity Requirements	Textile & Trims - Minimum Performance Requirements
AGS-BA-GI.1	Uniform & Specialist Personal Body Armour – Male	• Armour Carrier for soft ballistic and knife protection. • Constructed for ease of donning and doffing and ergonomically designed to fit male form and providing full torso protection. • Load management of Armour Carrier considered to reduce weight burden for the individual wearer, including lumbar support. • Material selection to include internal spacer technology to optimise heat management, wicking/moisture management and antibacterial materials closest to the body. • Machine washable at 40 degrees max. • Adjustable for personalised fit at shoulders and around the body to secure. • Cummerbund compatible with Soft Armour and armour cover with suitable method for securing by the individual wearer. • Navy blue Armour Carrier with contrast EN 20471 compliant hi-visibility yellow to upper chest and shoulders, and upper back. • 2.5cm glass bead reflective tape positioned to integrate with the current uniform design. • 2 x loops attached to each shoulder to accommodate epaulettes. • Centre front zip fastening covered by storm flap to conceal zip. • 1 x body camera klick-fast attachment to centre front storm flap. • 2 x ambidextrous klick-fast attachments for radio(s), positioned to upper chest / shoulders. • Lazer cut weight bearing MOLLE to navy blue fabric at lower front. • 2 x secure pockets to lower body area, to be accessed by the individual wearer without removing the Armour Carrier. • Minimum of 1 x pen holder, to be accessed by the individual wearer without removing the Armour Carrier. • Drag handle positioned to centre back neck internally. • Supplied with discreet holdall to contain 2 x Armour Carriers and armour.	• GARDA reflective heat seal lettering to front chest, left hand side as worn position • GARDA crest to be added to front chest, right hand side as worn position • GARDA reflective heat seal lettering to back central shoulder position	• Soft Armour certified to CAST or equivalent.	• Minimum 600D highly abrasion resistant material for main body and MOLLE section(s) • Hi-visibility yellow fabric to be tested to EN 20471 • Reflective tape to be tested to EN 20471 • FR protective qualities such as no melt no drip or EN 11612

Item No	Item	General & Design Requirements	Branding Requirements	Armour Performance & Conformity Requirements	Textile & Trims - Minimum Performance Requirements
AGS-BA-GI.2	Uniform & Specialist Personal Body Armour – Female	• Armour Carrier for soft ballistic and knife protection. • Constructed for ease of donning and doffing and ergonomically designed to fit female form, including Formed Armour, and providing full torso protection. • Load management of Armour Carrier considered to reduce weight burden for the individual wearer, including lumbar support. • Material selection to include internal spacer technology to optimise heat management, wicking/moisture management and antibacterial materials closest to the body. • Machine washable at 40 degrees max. • Adjustable for personalised fit at shoulders and around the body to secure. • Cumberbund compatible with Soft Armour and armour cover with suitable method for securing by the individual wearer. • Navy blue Armour Carrier with contrast EN 20471 compliant hi-visibility yellow to upper chest and shoulders, and upper back. • 2.5cm glass bead reflective tape positioned to integrate with the current uniform design. • 2 x loops attached to each shoulder to accommodate epaulettes. • Centre front zip fastening covered by storm flap to conceal zip. • 1 x body camera click-fast attachment to centre front storm flap. • 2 x ambidextrous click-fast attachments for radio(s), positioned to upper chest / shoulders. • Lazer cut weight bearing MOLLE to navy blue fabric at lower front. • 2 x secure pockets to lower body area, to be accessed by the individual wearer without removing the Armour Carrier. • Minimum of 1 x pen holder, to be accessed by the individual wearer without removing the Armour Carrier. • Drag handle positioned to centre back neck internally. • Supplied with discreet holdall to contain 2 x Armour Carriers and armour.	• GARDA reflective heat seal lettering to front chest, chest, left hand side as worn position • GARDA crest to be added to front chest, right hand side as worn position • GARDA reflective heat seal lettering to back central shoulder position	• Soft Armour certified to CAST or equivalent.	• Minimum 600D highly abrasion resistant material for main body and MOLLE section(s) • Hi-visibility yellow fabric to be tested to EN 20471 • Reflective tape to be tested to EN 20471 • FR protective qualities such as no melt no drip or EN 11612

Item No	Item	General & Design Requirements	Branding Requirements	Armour Performance & Conformity Requirements	Textile & Trims - Minimum Performance Requirements
AGS-BA-GI.3	Uniform & Specialist Personal Body Armour – Detective - Male	• Armour Carrier for soft ballistic and knife protection. • Constructed for ease of donning and doffing and ergonomically designed to fit male form, and providing full torso protection. • Additional hard armour Plates able to be worn in conjunction with the Soft Armour, and inserted by the individual without assistance. • Load management of Armour Carrier considered to reduce weight burden for the individual wearer, including lumbar support. • Material selection to include internal spacer technology to optimise heat management, wicking/moisture management and antibacterial materials closest to the body. • Machine washable at 40 degrees max. • Adjustable for personalised fit at shoulders and around the body to secure. • Cummerbund compatible with Soft Armour and armour cover with suitable method for securing by the individual wearer. • Navy blue Armour Carrier • Ability to transform with detachable contrast EN 20471 compliant hi-visibility yellow to upper chest and shoulders, and upper back. Hi-visibility yellow contrast to also have glass bead reflective tape attached. • 2 x loops attached to each shoulder to accommodate epaulettes. • Centre front zip fastening covered by storm flap to conceal zip. • 1 x body camera click-fast attachment to centre front storm flap. • 2 x ambidextrous click-fast attachments for radio(s), positioned to upper chest / shoulders. • Lazer cut weight bearing MOLLE to navy blue fabric at lower front. • 2 x secure pockets to lower body area, to be accessed by the individual wearer without removing the Armour Carrier. • Minimum of 1 x pen holder, to be accessed by the individual wearer without removing the Armour Carrier. • Drag handle positioned to centre back neck internally. • Supplied with discreet holdall to contain 2 x Armour Carriers and armour.	• GARDA reflective heat seal lettering to front chest LHS AW position • GARDA crest to be added to front chest, right hand side as worn position • GARDA reflective heat seal lettering to back central shoulder position	• Soft Armour certified to CAST or equivalent. • Hard armour Plates certified to NIJ level IV, 0101.06 or equivalent. NOTE: it is the preference for the same hard Plates to be used as supplied for Group II Tactical Operations Body Armour.	• Minimum 600D highly abrasion resistant material for main body and MOLLE section(s) • Hi-visibility yellow fabric to be tested to EN 20471 • Glass bead reflective tape to be tested to EN 20471. • FR protective qualities such as no melt no drip or EN 11612

Item No	Item	General & Design Requirements	Branding Requirements	Armour Performance & Conformity Requirements	Textile & Trims - Minimum Performance Requirements
AGS-BA-GI.4	Uniform & Specialist Personal Body Armour – Detective - Female	• Armour Carrier for soft ballistic and knife protection. • Constructed for ease of donning and doffing and ergonomically designed to fit female form, including Formed Armour, and providing full torso protection. • Additional hard armour Plates able to be worn in conjunction with the Soft Armour, and inserted by the individual without assistance. • Load management of Armour Carrier considered to reduce weight burden for the individual wearer, including lumbar support. • Material selection to include internal spacer technology to optimise heat management, wicking/moisture management and antibacterial materials closest to the body. • Machine washable at 40 degrees max. • Adjustable for personalised fit at shoulders and around the body to secure. • Cumberbund compatible with Soft Armour and armour cover with suitable method for securing by the individual wearer. • Navy blue Armour Carrier • Ability to transform with detachable contrast EN 20471 compliant hi-visibility yellow to upper chest and shoulders, and upper back. Hi-visibility yellow contrast to also have glass bead reflective tape attached. • 2 x loops attached to each shoulder to accommodate epaulettes. • Centre front zip fastening covered by storm flap to conceal zip. • 1 x body camera click-fast attachment to centre front storm flap. • 2 x ambidextrous click-fast attachments for radio(s), positioned to upper chest / shoulders. • Lazer cut weight bearing MOLLE to navy blue fabric at lower front. • 2 x secure pockets to lower body area, to be accessed by the individual wearer without removing the Armour Carrier. • Minimum of 1 x pen holder, to be accessed by the individual wearer without removing the Armour Carrier. • Drag handle positioned to centre back neck internally. • Supplied with discreet holdall to contain 2 x Armour Carriers and armour.	• GARDA reflective heat seal lettering to front chest LHS AW position • GARDA crest to be added to front chest, right hand side as worn position • GARDA reflective heat seal lettering to back central shoulder position	• Soft Armour certified to CAST or equivalent. • Hard armour Plates certified to NIJ level IV, 0101.06 or equivalent. NOTE: it is the preference for the same hard Plates to be used as supplied for Group II Tactical Operations Body Armour.	• Minimum 600D highly abrasion resistant material for main body and MOLLE section(s) • Hi-visibility yellow fabric to be tested to EN 20471 • Glass bead reflective tape to be tested to EN 20471. • FR protective qualities such as no melt no drip or EN 11612

Group II – Tactical Operations Body Armour

Item No	Item	General & Design Requirements	Branding Requirements	Armour Performance & Conformity Requirements	Textile & Trims - Minimum Performance Requirements
AGS-BA-GII.1	Tactical Operations Body Armour – Male	• Armour Carrier for Soft Armour and hard armour Plates. • Constructed for ease of donning and doffing and ergonomically designed to fit male form, and providing full torso protection. • Fully modular Armour Carrier to include options for Extended Coverage Panels for full protection of torso, neck/throat, shoulder/upper arm, forearm, abdomen, groin, thigh/upper leg. • Tactical load bearing belt to carry additional equipment and ancillaries as required by the individual unit / operational needs, incorporating SAPI Plates. • Hard armour Plates able to be worn in conjunction with the Soft Armour, and inserted by the individual without assistance. • Load management of Armour Carrier considered to reduce weight burden for the individual wearer, including lumbar support. • Load carrying lazer cut MOLLE loop to entire front and back of Armour Carrier for easy attachment of interchangeable pouches and accessories, including: magazine pouches for service weapons, radio(s), admin pouches, general service pouches and identifier badges. • Material selection to include internal spacer technology to optimise heat management, wicking/moisture management and antibacterial materials closest to the body. • Machine washable at 40 degrees max. • Adjustable for personalised fit at shoulders and around the body to secure. • Padded, removable shoulder straps to have lazer cut weight bearing MOLLE and loops compatible with backpacks. • Cable management system integrated throughout Armour Carrier including shoulders.	• Various hook badges will be required to be attached to the loop sections throughout the Armour Carrier. These will be determined as per operational requirements and by each unit.	• Soft Armour certified to CAST or equivalent. • Hard armour Plates certified to NIJ level IV, 0101.06 or equivalent.	• Minimum 600D highly abrasion resistant material for main body and MOLLE section(s) • FR protective qualities such as no melt no drip or EN 11612

Item No	Item	General & Design Requirements	Branding Requirements	Armour Performance & Conformity Requirements	Textile & Trims - Minimum Performance Requirements
		• Quick release systems to enable immediate effective doffing by the individual, or by another unit member. • Zipped panels to facilitate attachment of additional packs including hydration packs, MOE packs etc. • Cummerbund compatible with Soft Armour and armour cover with suitable method for securing by the individual wearer without removing the Armour Carrier. • Black Armour Carrier. • 3 x klick-fast MOLLE secured attachments to allow the individual to position as required. • Drag handle positioned to centre back neck internally. • Supplied with discreet holdall to contain 2 x Armour Carriers and armour, with label window for identification.			
AGS-BA-GII.2	Tactical Operations Body Armour – Female	• Armour Carrier for Soft Armour and hard armour Plates • Plates to be worn in conjunction with the Soft Armour, and inserted by the individual without assistance. • Constructed for ease of donning and doffing and ergonomically designed to fit female form, including Formed Armour, and providing full torso protection. • Fully modular Armour Carrier to include options for Extended Coverage Panels for full protection of torso, neck/throat, shoulder/upper arm, forearm, abdomen, groin, thigh/upper leg. • Tactical load bearing belt to carry additional equipment and ancillaries as required by the individual unit / operational needs, incorporating SAPI Plates. • Formed hard armour Plates able to be worn In Conjunction With the Soft Armour, and inserted by the individual without assistance. • Load management of Armour Carrier considered to reduce weight burden for the individual wearer, including lumbar support. • Load carrying lazer cut MOLLE loop to entire front and back of Armour Carrier for easy attachment of interchangeable pouches and accessories,	• Various hook badges supplied by AGS will be used by attaching to the loop sections throughout the Armour Carrier, as required by each unit	• Soft Armour certified to CAST or equivalent. • Hard armour Plates certified to NIJ level IV, 0101.06 or equivalent.	• Minimum 600D highly abrasion resistant material for main body and MOLLE section(s) • FR protective qualities such as no melt no drip or EN 11612

Item No	Item	General & Design Requirements	Branding Requirements	Armour Performance & Conformity Requirements	Textile & Trims - Minimum Performance Requirements
		including: magazine pouches for service weapons, radio(s), admin pouches, general service pouches and identifier badges. • Material selection to include internal spacer technology to optimise heat management, wicking/moisture management and antibacterial materials closest to the body. • Machine washable at 40 degrees max. • Adjustable for personalised fit at shoulders and around the body to secure. • Padded, removable shoulder straps to have lazer cut weight bearing MOLLE and loops compatible with backpacks. • Cable management system integrated throughout Armour Carrier including shoulders. • Quick release systems to enable immediate effective doffing by the individual, or by another unit member. • Zipped panels to facilitate attachment of additional packs including hydration packs, MOE packs etc. • Cummerbund compatible with Soft Armour and armour cover with suitable method for securing by the individual wearer without removing the Armour Carrier. • Black Armour Carrier. • 3 x klick-fast MOLLE secured attachments to allow the individual to position as required. • Drag handle positioned to centre back neck internally. • Supplied with discreet holdall to contain 2 x Armour Carriers and armour, with label window for identification.			

Group III – Ballistic Covert Body Armour

Item No	Item	General & Design Requirements	Armour Performance & Conformity Requirements	Textile & Trims - Minimum Performance Requirements
AGS-BA-GIII.1	Ballistic Covert Body Armour – Male	• Soft Armour Carrier for wearing discretely under clothing such as poloshirts, shirts or t-shirts. • Constructed for ease of donning and doffing and ergonomically designed to fit male form, and providing full torso protection. • Load management of Armour Carrier considered to reduce weight burden for the individual wearer. • Adjustable for personalised fit at shoulders and around the body to secure. • Available colours should include white and various nude colours to accommodate different skin tones. • Material selection to optimise heat management, wicking/moisture management and antibacterial materials worn next to the body. • Machine washable at 40 degrees max. • Supplied with discreet holdall to contain Armour Carrier(s) and armour.	• Soft Armour certified to CAST or equivalent.	• Highly light-weight / discrete fabric • Anti-bacterial, moisture management and wicking properties. • FR protective qualities such as no melt no drip or EN 11612
AGS-BA-GIII.2	Ballistic Covert Body Armour – Female	• Soft Armour Carrier for wearing discretely under clothing such as poloshirts, shirts or t-shirts. • Constructed for ease of donning and doffing and ergonomically designed to fit female form, including Formed Armour, and providing full torso protection. • Load management of Armour Carrier considered to reduce weight burden for the individual wearer. • Adjustable for personalised fit at shoulders and around the body to secure. • Available colours should include white and various nude colours to accommodate different skin tones. • Material selection to optimise heat management, wicking/moisture management and antibacterial materials worn next to the body. • Machine washable at 40 degrees max. • Supplied with discreet holdall to contain Armour Carrier(s) and armour.	• Soft Armour certified to CAST or equivalent.	• Highly light-weight / discrete fabric • Anti-bacterial, moisture management and wicking properties. • FR protective qualities such as no melt no drip or EN 11612

Appendix 1.3: List of Tasks to be completed by equipment Group as part of the user comfort and operational suitability assessment.

The final list of Tasks to be completed by equipment Group as part of the user comfort and operational suitability assessment will be confirmed in the final ITN issues to the short listed Candidates at the commencement of Stage 2 of the Tender Process.

Group I

- a. Physical competency test¹⁰;
- b. Checkpoint and vehicle duties (Includes extended shifts of driving and standing);
- c. Self-defence, including baton strikes¹¹ and Redman drills¹²;
- d. Handcuffing;
- e. Prisoner management including cell and stairs placement;
- f. Garda National Public Order Unit (GNPOU) Level 1 tactics¹³;
- g. Placing prisoner in and out of vehicles;
- h. Riding a Mountain bike;

Group II

- a. Methods of Entry;
- b. Firearms Tactics;
- c. Close Quarter Tactics;
- d. Suitability for use in Garda Vehicles;
- e. The Load carrying Vest and ancillaries will be assessed for suitability to function in the operational Garda environment.

Group III

- a. Integration with civilian clothing (look, ergonomics)
- b. AGS tactics and drills (based on operations, training and tests) for covert operations.

¹⁰ Additional Details will be provided to shortlisted Candidates in Stage 2 of the Tender process

¹¹ This test will confirm that the Body Armour being Tested does not impede a Garda Members movement when completing a baton strike

¹² "Redman Drill" refers to a law enforcement, military, or security training exercise where a participant confronts an instructor wearing a protective red suit and padded gear. The goal is to simulate a high-stress, realistic encounter, often involving a baton or other impact weapon, to test a trainee's skills, reaction time, and ability to stay in the fight despite physical and mental pressure. The training is also used for other scenarios, such as crowd management.

¹³ Additional Details will be provided to shortlisted Candidates in Stage 2 of the Tender process.

Appendix 2: Pricing Schedule

The successful Tenderer will be required to provide the goods delivered duty paid (DDP) to Ireland exclusive of VAT for all contract deliveries. Further costs of delivery to members will be included based on the bidder's delivery models. For the avoidance of doubt all import duties and tariffs will be for the Contractor's account. Any change to tariffs and duties over the life of the Contract will be at the Contractors risk.

Tenderers **must** complete the following Pricing Schedule in full. The Pricing Schedule is included with this ITN in the attached file 'Appendix 2 Pricing Schedule.

Alternative solutions may not be proposed to the provision of any aspect of the Services, and Tenderers are only to submit one schedule of prices in accordance with the schedules below.

Instructions to Tenderers

- All Tendered prices must be presented in Euro (€), are to be exclusive of VAT and may be entered to two decimal places only and in the following format: €0.00.
- If and where Tenderers submit a price of €0.00 for any of the requirements, €1.00 will be added to all Tenderers prices for these requirements to enable a comparative scoring of same of that requirement.
- Tenderers must ensure that their tendered costs are inclusive of all capital, operational and any other costs or charges associated with delivering the Services as described within the Invitation to Negotiate (ITN) document.
- All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs, all services in Appendix 1 and all other costs/expenses).
- Please note that the figure that shall be used for evaluation purposes is the 'Sum of Total Cost of Contract (X Years)'.
- Please refer to Section 2.10.6 of the ITN for details of the price-review mechanism that will apply under the proposed Contract.
- Tenderers must complete this pricing schedule in the prescribed format. Variations, assumptions or caveats will not be accepted. All items must be priced.

Appendix 3: Tenderer's Statement

Please note: Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer. Tenderers must refer to the Tender Response Document (TRD) for the ITN.

TENDERERS' STATEMENT

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

RE: Invitation to Negotiate in a Competition to establish a draw down Contract for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána

Having examined your Invitation to Negotiate (the "ITN") including the Instructions to Tenderers, the Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the 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 ITN.
2. We accept all of the Terms and Conditions of the ITN and the Contract and agree if awarded a Contract to execute the Contract at Appendix 5 to the ITN.
3. We agree to fully comply with the Confidentiality Agreement executed with the Contracting Authority prior to receiving the ITN.
4. We accept all the Award Criteria as set out in Part 3 of the ITN.
5. We agree to provide the Contracting Authority with the Services in accordance with the ITN and our Tender.
6. We agree that, if awarded any Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law and 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
7. We confirm that we have complied with all requirements as set out at Part 2 of the ITN.
8. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the ITN.

9. We shall, if awarded any Contract under the ITN, have in place on the Commencement Date of the Contract all insurances as required by paragraph 2.21.1 of the ITN.
10. 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.
11. 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).
12. 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).
13. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the 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)	Company
Print name	Address
Date	

Appendix 4: Declaration as to Personal Circumstances of Tenderer

RE: Invitation to Negotiate in a Competition to establish a draw down Contract for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána

Please note that “Appendix 4: Declaration as to Personal Circumstances of Tenderer” is only required if there been a change in the composition of the Tenderer’s group of undertakings or consortium since the submission of the Response to the Pre-Qualification Questionnaire (PQQ).

If applicable, Tenderers must refer to the Tender Response Document (TRD) for the ITN.

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 authorised by [Click here and insert name of entity] to make this declaration which relates to a Response to this Invitation to Negotiate (the “ITN”) submitted by [Click here and insert name of entity] in response to an Invitation to Negotiate (titled Stage 2 Invitation to Negotiate (ITN) in a Competition to establish a draw down Contract for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána (“the Contracting Authority”).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

- e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:
- a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]:
- a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant	Name of Declarant in print or block capitals
Declared before me by _____ who is personally known to me (or who is identified to me by _____ who is personally known to me) at _____ this _____ day of _____ 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)*

To be provided on publication of Stage 2

For Reference Only at Stage 1

For Reference Only at Stage 1

For Reference Only at Stage 1

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Schedule E: Data Protection

[complete when completing the confidentiality agreement] Processing, Personal Data and Data Subjects]

1. Processing by the Service Provider

- 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

For Reference Only at Stage 1

Confidentiality Agreement

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

The [insert name of Contracting Authority], of [insert address] (hereinafter "the Contracting Authority") of the one part;
and

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

WHEREAS

- A. By Pre-Qualification Questionnaire dated 27th of May 2026 and Invitation for Tenders dated **July August 2025** (the "Procurement Documents") the Contracting Authority invited Tenders ("Tenders") for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána described in Appendix 1 to the Invitation to Tender ("the Competition"). The Service Provider submitted a response to the Procurement Documents dated the [insert date of Tender].

The Service Provider has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) ("the Contract"), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Service Provider. 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 Service Provider) as follows:

1. The Service Provider 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 Service Provider (to include employees, agents, Sub-contractors, customers and suppliers) for the purposes of the Contract, including personal data within the meaning of the Data Protection Laws; and;
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.
4. Save as may be required by law, the Service Provider agrees in respect of the Confidential Information:
- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
- (i) to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
- (ii) to the Service Provider’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 Service Provider
- PROVIDED ALWAYS that the Service Provider 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:
- 5.1 in the Service Provider’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
- 5.2 which is or becomes public knowledge other than by breach of this clause; or
- 5.3 is independently developed by the Service Provider without access to or use of the Confidential Information; or
- 5.4 is lawfully received from a third party (with full right to disclose).
6. The Service Provider undertakes:

- 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
 - 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
 - 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Service Provider in electronic form. The Service Provider will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Service Provider shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Service Provider so acknowledges and confirms.
8. The Service Provider shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Service Provider agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Service Provider agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider, 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 Service Provider 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 Service Provider 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 Service Provider complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the Processing of the Personal Data;
- E. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Service Provider to store the Personal Data.
- I. The Service Provider 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 Service Provider'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 Service Provider in any way for the provision of the services. The Service Provider shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Service Provider shall fully comply with, and implement policies which are communicated or notified to the Service Provider by the Contracting Authority from time to time.
- K. The Service Provider 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 Service Provider 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 Service Provider or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. The Contracting Authority consents to the Service Provider appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Service Provider confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Service Provider. The Service Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

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

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

NOTE: Include additional signature block as required where Service Provider comprises more than one legal entity

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement] Processing, Personal Data and Data Subjects]

1. Processing by the Service Provider

1.1 Subject matter of processing

1.2 Nature of processing

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For Reference Only at Stage 1

Appendix 6: Glossary of Terms

In this ITN the following terms shall have the meanings hereunder unless the context otherwise requires:

“Armour Carrier” means the outer garment that contains the Protective Panels and holds them in the correct position against the body.

“Armour Cover” means the cover immediately encapsulating the Protective Panel.

“Armour Model Unique Identifier” means the Unique reference given to a specific certified Armour construction. This may be referred to as an ‘Armour model’ in this document.

“Back-Face Deformation (BFD)” means the indentation or bulge on the inside of Body Armour caused by a projectile impacting the outside, even if the projectile is stopped and doesn't penetrate the Armour. This deformation is a crucial factor in assessing the effectiveness and potential injury risk of body armour.

“Ballistic Covert Body Armour” means Body Armour for members of An Garda Síochána with suitable protection against knife and ballistic threats potentially associated with covert policing, appropriate to both male and female form with options on Armour Carriers, in white and nude colours, for soft covert Protective Panels to be worn discretely under clothing.

“Body Armour” or means a complete construction of Protective Panels, front and rear, that provides protection to absorb and withstand or deflect ballistic and knife threats and other physical attacks within its coverage area. It includes both soft and hard Protective Panels, with the soft Protective Panels being flexible panels and the hard Protective Panels being rigid Plates worn in conjunction with the soft Protective Panels. The key requirement for Body Armour is **to reduce the risk of death or serious injury to the wearer** from ballistic or stab attack to the torso in the course of normal operational duties.

“Body Side” means the side of the Protective Panel that must be worn against the surface of the body.

“Candidate” means the economic operator, (that can be a single undertaking or group of undertakings), that submits a response to this PQQ.

“CAST” (Centre for Applied Science and Technology), also known as HOSDB (Home Office Scientific Development Branch), a UK organisation, consists of researchers and engineers who research and develop technological solutions to fight crime. CAST works with various universities, academies and is in direct contact with the various industries that use body armour, including police, where they have developed test standards for stab and bullet proof Vests for the police in England since 1993.

“Commencement Date” means the start for the Contract.

“Consortium” means where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a response to this PQQ.

“Contract” means the goods and services contract awarded on foot of this tender process. Tenderers are directed to the goods and services contract included as Appendix 6 in the abridged Invitation to Negotiate.

“Contract Manager” means the person(s) designated by the Contractor to manage the delivery of the Contract from Contract Award to the Completion of the Contract or any extension thereto.

“Contractor” means the successful Tenderer who is awarded and enters into a Contract for the provision of goods and services on foot of this Tender process.

“Data” means data generated or previously existing in consequence of the implementation of the Contract.

“Extended Coverage Panels” means additional Protective Panels, of the same construction as Unformed Armour, intended to provide protection to areas other than the torso.

“Feathering” means a gradual step down of Armour layers around edges to enhance conformance, comfort and fit of the Armour.

“Formed Armour” means shaped Protective Panels which are not flat; typically designed for female users.

“Garda Member” means a sworn police officer of An Garda Síochána, Ireland's national police and security service. For the purposes of this competition Garda Member includes trainees and a probationary Gardaí.

“Garda Vetting” means a background check completed by the National Vetting Bureau (NVB) of An Garda Síochána. It is a requirement for all staff of the successful Tenderer who will work on the Contract for An Garda Síochána. The process involves a check of the applicant's criminal record, if any, and, any other information that may be relevant to the performance of the Tactical Body Armour Contract. Information on the vetting process can be found here: ([National Vetting Bureau \(garda.ie\)](http://nationalvettingbureau.garda.ie))

“ITN / Invitation to Negotiate” means the document that will be issued to a maximum of three Tenderers at stage 2 of the competition, inviting them to submit a tender. An abridged Invitation to negotiate is included with the PQQ Documents.

“Key Performance Indicator (KPI)” means a measure used to evaluate the performance of the Contractor in meeting the requirements of the Contract. Key performance indicators will be included in Schedule D to the Contract.

“Month” means a calendar month.

“National Institute of Justice (NIJ)” means the research, evaluation, and technology agency of the U.S. Department of Justice.

“Periodic In-Life Monitoring (PILM)” means periodic assessment of in-service body armour over the 10-year warranty to ensure product performance is maintained and suitable for operational use and to ensure that the Vests and plates perform to expectations over the duration of the Contract.

“Plates” means hard Protective Panels designed to protect against specific test rounds, typically rifle and shotgun.

“Production Quality Testing (PQT)” means the use of critical perforation analysis (CPA) as a quality assurance tool to provide increased confidence in the continued production quality of soft armour over the duration of the Contract.

“PQQ / Pre-qualification questionnaire” means this document that sets out the compliance and selection criteria for candidates who wish to participate in this competition.

“Primary Equipment Manufacturer” means an economic operator that directly manufactures one or more of the equipment Groups defined in this Tender Document.

“Project Manager” means the person or persons appointed by each party in writing for liaising with the other party in the provision of the goods and related services or any part or parts thereof from the award of Contract to the fulfilment of the initial orders for each Group under the Contract.

“Protective Panels” means constituent panels of protective material of a given construction, enclosed in an Armour Cover. This may be referred to as ‘Panels’ in the documents, unless stated otherwise.

“Public Procurement” means the process by which public authorities, such as government departments or local authorities, purchase goods, services, works, and utilities from economic operators.

“Request to Participate (RTP)” means the response document that Candidates who wish to participate in this competition will complete in response to the Preliminary Qualification Questionnaire.

“Service Level Agreement (SLA)” means Schedule D to be included in the Contract between the Commissioner of An Garda Síochána and the successful Tenderer which will document how the successful Tenderer will perform the Contract and in particular how the successful Tenderer will respond to purchase orders for the supply of Goods and, or Services.

“Shaped Backing” means backing material shaped to represent human torso morphologies.

“Soft Armour” means Unformed or Formed Armour without any Plate elements.

“Standalone” means Armour intended to be worn independently of Soft Armour backing. Most commonly referred to in the context of Plates.

“Subcontractor” means an economic operator or undertaking that carries out work on behalf of a Candidate as part of the delivery of goods and services and on whom the Candidate may rely to meet the Selection Criteria or to deliver the requirements of the Tender.

“Tenderer” means a Candidate who receives an Invitation to Negotiate and submits a Tender response.

“Tactical Body Armour” means soft and hard-plate reinforced ballistic and stab Body Armour providing substantial ballistic and knife protection and load carrying capability for Garda Síochána Tactical units involved in firearms related operations.

“Unformed Armour” means flat Protective Panels of Body Armour.

“Uniform and Specialist Personal Body Armour” means Body Armour incorporating soft ballistic and knife Vest protected panels, appropriate to both male and female forms with a uniform cover and a specialist detective outer cover that integrate and match the current AGS uniform design and which meets all the requirements of An Garda Síochána in terms of appearance and the carriage of Garda PPE i.e. Bodycams, TETRA radios, handheld conducted energy device (i.e. Taser) and any future requirements the organisation may have.

“Vest” means a waist coat or sleeveless jacket worn on the upper body.