



Tender for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána

Stage 1 Pre-Qualification Questionnaire for requests to participate in a Competition to award a Contract for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána

29th May 2026

Tender Reference: T.041/2026

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

**Queries and Clarifications Deadline at 15:00 hrs. on Friday
19th of June 2026 (Irish Standard Time)**

**Response Deadline at 15:00 hrs. on Friday July 3rd 2026
(Irish Standard Time)**

Contents

	Glossary of Terms
Part 1:	Introduction
Part 2:	Instructions to Candidates
Part 3:	Selection Criteria
Appendix 1:	Background and Summary of Requirements
Appendix 1.1:	List of Divisional and District HQ's
Appendix 1.2:	Equipment Specification by Equipment Group
Appendix 1.3:	List of Tasks to be complete by Equipment Group as part of the user comfort and operational suitability assessment.
Appendix 2:	Candidate's Statement
Appendix 3:	Declaration as to Personal Circumstances of Candidate
Appendix 4:	Confidentiality Undertaking

UPLOADED SEPARATELY:

Attachment 1: Request to Participate (response document) for the Pre-Qualification Questionnaire (the "RTP" document)

Attachment 2: Abridged Invitation to Negotiate

Attachment 3: Draft Terms and Conditions of Contract

Glossary of Terms

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

“AGS” means An Garda Síochána, Ireland's national police and security service.

“Armour” or “Body Armour” 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.

“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 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 and 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.

“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. Candidates are directed to the draft goods and services contract included in the Contract Documents on eTenders.

“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.

“Effective Date” means the start date for 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 Candidate'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 \(garda.ie\)](https://www.garda.ie/nvb))

“Group” or **“Groups”** means any or all of the equipment categories detailed at Paragraph 1.2 of this PQQ.

“ITN / Invitation to Negotiate” means the document that will be issued to a maximum of three shortlisted Candidates 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.

Part 1: Introduction

- 1.1 The Commissioner of An Garda Síochána (“the Contracting Authority”) invites responses (“Requests to Participate”) to this pre-qualification questionnaire (“PQQ”) from Candidates for the provision of goods and services described in Appendix 1 of this PQQ (the “Goods and 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 invites Requests to Participate in response to this PQQ and Candidates shall submit Requests to Participate in accordance with Part 2 below. Requests to Participate will be assessed in accordance with the compliance and selection criteria set out in Part 3 of this PQQ. Candidates that are non-compliant or that fail one or more of the selection criteria set out in this PQQ shall be eliminated from this Competition and shall not proceed to Stage 2. 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”).

An abridged Stage 2 ITN is being published with this 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 the 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 reserves the right to award a contract on the basis of the initial tender without negotiation to the Tenderer that has submitted the most economically advantageous tender for the provision of the Goods and Services (the “Good and Services Contract”) based on the award criteria set out in the ITN without negotiation **or** it may decide to proceed to Stage 3 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 may be invited to a series of meetings to negotiate the technical, legal and financial elements of their submissions.

Stage 3 is optional at the sole discretion of the Contracting Authority. 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.

The minimum requirements and the award criteria set out in this PQQ shall not be subject to negotiation.

When the Contracting Authority wishes to conclude the negotiations it will set a common deadline for Tenderers to submit their final tenders (“Final Tenders”).

No negotiations shall take place after the receipt of Final Tenders.

On completion of the negotiation process the Tenderers will be invited to submit a Final Tender. Following evaluation of the Final Tenders a Contract shall be awarded to the highest scoring Tenderer based on the most economically advantageous tender.

An indicative timeline for the Competitive Process with Negotiation is outlined below. The Contracting Authority reserves the right to amend this approach to the Procurement Process in the Invitation to Negotiate Document.

Table 1: Indicative Timeline

Description	Timing
Stage 1: Prequalification	June - July 2026
Stage 2: Invitation to Negotiate	July - August 2026
Stage 3a: Negotiation	September - October 2026
Stage 3b: Invitation to Submit a Final Tender (ISFT)	October – November 2026

1.2 In summary, this public procurement competition relates to the awarding of a Contract for the development, manufacture, provision and maintenance of Body Armour and Tactical Body Armour for An Garda Síochána (AGS). The following is a summary of the equipment required (Candidates should please note that all capitalised terms used are defined within the Glossary of Terms contained within this PQQ):

- 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.

1.3 Candidates must be a Primary Equipment Manufacturer and must be able to provide equipment under all three groups listed above. A Candidate may establish a Consortium or Contractor / Sub-contractor arrangement to provide the full range of equipment. However, for the avoidance of doubt if a Candidate is a Consortium or Contractor / Sub-contractor arrangement, then the Consortium must be led by a Primary Equipment Manufacturer or the Prime Contractor must be a Primary Equipment Manufacturer.

1.4 Any Contract that may result from this Competition (the “Contract”) will be issued for a term of six (6) years (“the Term”).

1.5 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.

1.6 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 male and female forms for 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.
- 350 Vests of various sizes* to fit both male and female forms for Group II – Tactical operations Body Armour to include Soft Armour and Plates, load carrying capability and ancillaries.
- 350 Vests of various sizes* to fit both male and female forms for Group III – Ballistic Covert Body Armour

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

1.7 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 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, Candidates 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. Candidates 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.

1.8 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Contract may amount to a maximum of €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.

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

1.10 DISCLAIMERS:

This PQQ is for the purpose of seeking Requests to Participate from Candidates only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Candidates are required to read all documentation thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is accurate and up-to-date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the documents or otherwise provided by or on behalf of the Contracting Authority, in writing or otherwise, to any interested party or its advisers.

No responsibility or liability for any loss or damage arising as a result of reliance on 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.

Part 2: Instructions to Candidates

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Candidates must form their own conclusions about the solution needed to meet the requirements set out in this PQQ and may wish to consult their legal advisers.

2.1.2 This PQQ does not constitute an offer or commitment by or on behalf of the Contracting Authority to enter into a Contract.

The Contracting Authority does not bind itself to accept any Response.

No enforceable commitment of any kind will exist and 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 by the Contracting Authority that a Candidate has achieved a particular ranking and has been shortlisted shall not give rise to any enforceable rights by the Candidate.

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.

The Contracting Authority is under no obligation to enter into a Contract on foot of this procurement process, and entering into a Contract shall not create any obligation to purchase a minimum value or any value of goods or services.

The award of a Contract does not confer exclusivity on the supplier.

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

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

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

The Candidate, as Data Controller in respect of any Personal Data provided by it in its Response, 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 Candidate have consented to the processing of such Personal Data by the Candidate, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Candidate in this Competition or that the Candidate 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 Candidates 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.

Candidates are required to declare, pursuant to paragraph 3.1 below, that none of the Article 5k provisions apply to them or their Subcontractors.

2.1.6 The Contracting Authority would refer Candidates in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

2.2 COMPLIANT RESPONSES

2.2.1 If a Candidate fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Candidate's Response 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 Candidate;
- seeking further information from the Candidate; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Candidates are required:

- (a) To complete and submit their Response in the Request to Participate document for the Pre-Qualification Questionnaire ("RTP" document) published on <http://www.eTenders.gov.ie>.

- (b) To complete the electronic European Single Procurement Document (eESPD) included in the Eligibility envelope on eTenders. Note, where the Candidate is relying on a parent organisation or third party (consortium member or sub-contractor) to meet the selection requirements, then a separate ESPD must be completed and uploaded to the Eligibility envelope for each organisation that the Candidate is relying on.
- (c) To submit all supporting documentation which this PQQ requires to be submitted with their Response;
- (d) To follow the format of the Request to Participate document and respond to each element in the order as set out in the RTP document and this PQQ;
- (e) To conform to and comply with all instructions and requirements set out within this PQQ and the RTP document;
- (f) To submit the statement required under paragraph 2.4 below, as included in the RTP document;
- (g) To submit the Declaration as to Personal Circumstances required under paragraph 3.1 below as included in the RTP document; and
- (h) Not to alter or edit this PQQ in any way.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Response 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 shortlisted Candidates at Stage 2 of the Competition. However, An Garda Síochána has included in the uploaded documents a draft Contract for the development, manufacture, provision and maintenance of Body Armour to An Garda Síochána as outlined in this PQQ. 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 2.7.1 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 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, Candidates 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 Candidates 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, Candidates so acknowledge and agree.

2.4 ACCEPTANCE OF REQUIREMENTS

Each Candidate is required to accept the provisions of this PQQ. ALL CANDIDATES MUST RETURN, with their Response, a scanned signed copy of the Candidate's Statement, as set out in Appendix 2 of this PQQ and the RTP document, printed on the Candidate's letterhead. The Contracting Authority must be able to read the scanned signature of the Candidate. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Candidate's may be requested to re-submit. Candidates may not amend the Candidate's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Response to this PQQ, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings.

The Candidate must provide 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 Candidates shall include the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Candidate 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.

Candidates shall in their Responses be required to designate a single 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").

Candidates should note that it will not be possible to add, change, amend or remove Consortium members or sub-contractors between the submission of a Request to Participate (RTP) document in response to this PQQ and the commencement of the Invitation to Negotiate (ITN) Stage, as the assessment will be based on the responses to the PQQ which will be based on the Consortium presented in the RTP document.

Consortium members and Sub-contractors may be amended at the ITN Stage. However, the Candidate 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.

Note shortlisted Candidates will be required to fully document the supply chain proposed, including identifying all contractors and sub-contractors to be engaged, for the fulfilment of the Contract as part of their ITN response.

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

2.6 RESPONSE SUBMISSION REQUIREMENTS

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

Candidates shall submit in their Response:

- (a) The RTP document.
- (b) All other documents as requested in this PQQ or in the Response Document for the PQQ (the “RTP” document).

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

In order to submit a response to the electronic tenderbox, Candidates must ensure that they follow the necessary steps on the eTenders platform to ensure that their response has been submitted properly, which includes ensuring that the “Submit” button has been clicked.

In the event that Candidates need to modify or change any aspect of their response before the response Deadline, the response in its entirety will need to be re-submitted. Candidates should be aware that the “Submit” button will be disabled automatically at the response Deadline.

- 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 Responses must be submitted in English.

- 2.6.4 Subject to paragraph 2.14 (Anti-Competitive Conduct) and 2.18 (Conflict of Interest), each Candidate is limited to submitting one Response in its own capacity and one Response as part of a Consortium/group of undertakings under this PQQ.

- 2.6.5 All Responses submitted in soft copy must be compiled such that they can be read immediately using Word, Excel or PDF readers.

Candidates must ensure that the document(s) submitted are text searchable, 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. Candidates must ensure electronic documents are not corrupt.

Candidates must not exceed the stated maximum word count limits specified within each Selection Criterion and Sub-Criterion in the Request to Participate document. Any additional words in excess of the maximum word count limits specified WILL NOT be considered for evaluation. Candidates also must not insert additional items, hyperlinks or

make any alterations to the formatting of the Request to Participate document (RTP). Any information submitted in this manner will be disregarded and will not be evaluated.

- 2.6.6 Candidates should note, to the extent that any specific provision in the PQQ (including Appendices to the PQQ) is inconsistent or conflicts with any provision in the RTP, the relevant provision of the PQQ shall prevail.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition at this Stage 1 PQQ 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, Candidates 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. Candidates should note that the Contracting Authority will not respond to individual Candidates privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Response Deadline, to update or amend the information contained in this document and/or to extend the Response Deadline. Candidates will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Candidates should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 CANDIDATES COSTS

- 2.8.1 All costs and expenses incurred by Candidates relating to their participation in any Stage in this Competition shall be borne by and are a matter for discharge by the Candidates 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 Candidates during the course of Stage 1 of this Competition:
- (a) are furnished for the sole purpose of replying to this PQQ 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 Candidate and by any third parties (including Subcontractors) engaged or consulted by the Candidate; 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 Candidates must agree to the provisions of paragraph 2.9.1 above in returning the Candidate's Statement as part of their Response to the RTP.
- 2.9.3 **For shortlisted Candidates only:** in consideration of the sensitive nature of the contract and the importance of security of information to the Contracting Authority, following conclusion of Stage 1 of the Competition, the shortlisted Candidates (Tenderers) will be required to sign and accept the Confidentiality Undertaking at Appendix 4. The Confidentiality Undertaking will be executed by each shortlisted Candidate prior to the commencement of Stage 2 of the Competition and the issuing of the Invitation to Negotiate (ITN) document and detailed specifications. As part of the Candidate's Statement, Candidates shall confirm acceptance of this paragraph 2.9.3.

2.10 PRICING

Not used at Stage 1 of the Competition.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

In accordance with Regulation 22 of the Regulations the performance of any Services Contract awarded, the successful Tenderer(s), 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.

Candidates shall be required to include an undertaking, by way of signing the Candidate's Statement, as set out in the Appendix 2 of this PQQ and the RTP, 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.

The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), shortlisted Candidates 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.

Each Candidate 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 Candidate and the Contracting Authority. The officers, employees or agents of the Candidate are not

and shall not hold themselves to be (and shall not be held out by the Candidate as being) servants, employees or agents of the Contracting Authority for any purposes whatsoever.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Candidate 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 Response or, in the event of this information only coming to the notice of the Candidate or Subcontractor after the submission of a Response, must be communicated to the Contracting Authority immediately upon such information becoming known to the Candidate 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 Candidate / Tenderer from this Competition or terminating any Services Contract entered into by a successful Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Candidate’s attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Candidate’s to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS PQQ

Where reference is made to a particular item, specification, source, process, trademark, or type in this PQQ 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 Candidates 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 Candidates are asked to consider if any of the information supplied by them in their Response should not be disclosed because of its confidentiality or commercial sensitivity. If Candidates consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Candidates must, when providing such information, clearly identify the specific sections of their Response containing such information and specify the reasons for its confidentiality or commercial sensitivity.

For the avoidance of doubt Candidates may not assert confidentiality or commercial sensitivity over the entire Response but must clearly identify the specific section containing such information. If Candidates 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 Candidate.

The Contracting Authority will, where possible, consult with Candidates 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. Candidates 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 Candidate, Subcontractor or individual employee(s) or agent(s) of a Candidate or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent.

In the event of any actual or potential conflict of interest, the Contracting Authority may invite Candidates to propose means by which the conflict of interest might be removed and in circumstances where there are links between Candidates, the Contracting Authority may seek further information to confirm the Candidates' Responses 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 Candidate from this Competition or terminating any Services Contract entered into by a successful Tenderer.

Candidates are required to declare in the RTP that the preparation of their Responses was carried out independently.

2.19 WITHDRAWAL FROM THIS COMPETITION

Candidates 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

Not Used at Stage 1 of the Competition

2.21 INSURANCE

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

Table 2: Insurance Requirements

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

- 2.21.2 *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.

By signing the Candidate's Statement as part of the RTP, Candidates confirm, that if awarded a Contract under this Competition they will:

- (i) from the Effective 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.

- 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 Candidates should note that the shortlisted Candidates who are invited to negotiate in Stage 2 of the Competition will be required to provide samples for each equipment Group as set out in appendix 1 below.
- 2.22.2 Additional guidance is included in the abridged Invitation to Negotiate (ITN) provided as Attachment 2 to the PQQ.
- 2.22.3 The shortlisted Candidates will be responsible for all costs involved in the provision of the samples including insurance and transportation of samples used in the field trials set out in the ITN.

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 at Stage 2 of this competition, 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.

- i. 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.
- ii. 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.
- iii. The Commissioner reserves the right to refuse entry by any person, in the employment of the Contractor (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 Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the Contractor shall propose alternative employees or agents of equal or higher ability. The successful Tenderer shall not draw any inference for the invocation of this right by the Commissioner and shortlisted Candidates must confirm acceptance of this as part of their Tender.

The successful Tenderer must confirm that they will comply with the requirements for Garda vetting of all personnel, (including sub-contractors), assigned to the Garda Contract throughout the life of any Contract.

Part 3: Selection Criteria

3.1 COMPLIANT RESPONSES

3.1 Only those Candidates who have:-

- (a) Submitted compliant Responses pursuant to paragraph 2.2 above,
And
- (b) Declared by way of the eESPD and Appendix 3 (Declaration as to Personal Circumstances of Candidate) that:
 - (i) no mandatory grounds for exclusion of the Candidate pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Candidate (and where the Candidate is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - (iii) none of the provisions of Article 5k of Council Regulation (EU) No 833/2014 (as amended by Council Regulation (EU) 2022/576) apply to them

will be evaluated in accordance with the Selection Criteria at part 3.2 below.

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

Candidates should note that where a Candidate is relying on the capacity of other entities (for example, Consortium partner or Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate ESPD and *Declaration as to Personal Circumstances of Candidate* (set out at Appendix 3) in respect of each such entity, and
- (ii) submits proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Candidate.

Where a Candidate intends to subcontract any share of the Services Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must submit a separate ESPD and a *Declaration as to Personal Circumstances of Candidate* (set out at Appendix 3) in respect of each such entity.

If a Candidate does not, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate on the part of the Candidate or any Subcontractor on whose capacity the Candidate relies:

- a. the fulfilment by the Selection Criteria (or any one of them) in accordance with this PQQ; and

- b. the absence of exclusion grounds under Regulation 57 of the Regulations in respect of any Subcontractor;
- c. 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;
- d. information concerning the Candidate, 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,
- e. 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)

the Candidate shall be excluded from further participation in this Competition.

If the failure relates to any Subcontractor on whose capacity the Candidate relies the Candidate will be provided with an opportunity to replace the Subcontractor with one which meets all relevant requirements of this PQQ. Failure to do so will result in the Candidate being excluded from further participation in this Competition.

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

Notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Candidates at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Candidate (including the Prime Contractor and any Subcontractor):

- (a) a Declaration as to Personal Circumstances of the Candidate in the form attached at Appendix 3;
- (b) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (c) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (d) information concerning the Candidate, 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
- (e) 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).

3.2 SELECTION CRITERIA

Responses will be assessed in accordance with the Selection Criteria set out in part 3.2.A (Economic and Financial Standing) and 3.2.B (Technical and Professional Ability)

The Selection Criteria consists of criteria which require assessment of responses to Mandatory Requirements scored on a binary Pass or Fail Basis (“Mandatory Requirement Pass/Fail Selection Criteria”) and criteria which require assessment of responses by the allocation of marks (“Qualitative Selection Criteria”).

For the avoidance of doubt, any Candidate who fails a Mandatory Requirement Pass/Fail Selection Criteria (or Sub-Criteria), or, fails to achieve any of the Minimum Qualifying Thresholds for the Qualitative Selection Criteria (or Sub-Criteria), specified in the Qualitative Selection Criteria Table below, shall be excluded from participating in this Competition.

Candidates who have not been excluded, shall be ranked in order of merit so that the Candidate which achieves the highest marks under Qualitative Selection Criteria shall be ranked in first place, the Candidate which receives the second highest marks shall be ranked in second place and so on.

Where indicated information in this Section 3.2 must be provided by the Candidate, or, where the Candidate is a Consortium or other form of partnership or joint venture, for each member of the Candidate.

If the Candidate (or any member of the Candidate) is relying on a separate entity (including but not limited to a parent company) for the purposes of meeting the requirements of any criterion within section 3.2 (and, or any sub-criteria therein), information in this section 3.2 must be provided by the entity being relied upon in respect of the sub-criterion for which reliance is required.

Candidates must not exceed the maximum word count specified in the RTP, where a maximum word count is specified. Any additional words in excess of the maximum word count specified WILL NOT be considered for evaluation.

Candidates may insert diagrams or exhibits in the body of the response documents. Graphic diagrams or exhibits will not be included in the word count. However, wordy or tabular exhibits will be included in the word count.

Candidates may attach additional documents when specifically referenced in the RTP or the PQQ, e.g. certificates confirming compliance with ballistic standards.

Candidates must not insert additional items, hyperlinks, or embedded documents, or make any other alterations to the RTP. Any information submitted in this manner will be disregarded and will not be evaluated.

3.2.A ECONOMIC AND FINANCIAL STANDING

MANDATORY REQUIREMENTS PASS/FAIL SELECTION CRITERIA

Candidates will either pass OR fail the Economic and Financial Standing Mandatory requirements in this part 3.2.A. In the event that the Candidate fails, they will be eliminated from this Competition.

Candidates must;

- Declare by way of eESPD that they satisfy the financial and economic standing requirements set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case;
- Provide the information specified below to demonstrate that they satisfy the financial and economic standing requirements to the Contracting Authority **with their RTP Response**;
- Where applicable, submit a separate *Declaration as to Personal Circumstances of Candidate* (set out at Appendix 3) in respect of any entity they are relying upon to satisfy the economic and financial standing and Technical requirement(s) set out below.

3.2.A.1 Financial Standing - Turnover (Mandatory Requirement Pass/Fail Selection Criteria)

Candidates must demonstrate that they have generated a minimum average annual turnover of €15,000,000 (excluding VAT) **from the provision of Body Armour** over the last three (3) complete financial years (or alternatively, if the establishment date was more recent, over the years since the Candidate started trading).

Candidates must provide details of their annual turnover from the provision of Body Armour for the last three (3) financial years in the format provided below.

Where turnover is reported in a currency other than EUR (€), Candidates should use the average exchange rate per relevant period as per ECB Euro system to convert the turnover into EUR (€) equivalent.

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

Table 3: Candidate Turnover Submission

	Most Recent Financial Year	Most Recent Financial Year - 1	Most Recent Financial Year - 2
Turnover	€	€	€

Candidates must declare by way of eESPD that they satisfy the minimum average annual Turnover requirement for the provision of Body Armour of not less than €15 million over the last three (3) financial years or if more recently established, in the years since establishment.

N.B: Candidates must provide a copy of the Company's Financial Accounts with a Profit and Loss Statement as filed with the relevant authority in the Candidate's country of registration, or, a letter from the Candidate's principal auditor, on the auditor's headed notepaper and signed by the auditor, confirming that the Candidate's Turnover over the last three (3) financial years meets or exceeds the average Turnover requirement for the provision of Body Armour of €15 million in respect of the last three (3) years, or if more recently established, in the years since establishment, to the Contracting Authority, with their RTP response.

Rule: Pass/Fail: Candidates will either **Pass OR Fail** this Selection Criterion.

3.2.A.2 Financial Capacity (Mandatory Requirement Pass/Fail Selection Criteria)

Candidates will be subject to independent financial evaluation to determine their Financial Capacity to undertake a Contract for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána with a value of up to €50 million over ten (10) years.

To support the independent financial evaluation Candidates are required to provide;

- a letter from the Candidate's current principal banker dated within the past 3 months stating the duration of the relationship; that, to the best of its knowledge, this is the Candidate's principal bank account; and, the bank account is currently in good standing;
- copies of the full audited signed financial statements showing an unqualified audit opinion for each of the last three financial years including all notes to the financial statements, auditor's report and director's report in respect of the entity whose turnover is being submitted in section 1 of the Request to Participate Document for the Pre-Qualification Questionnaire to certify the turnover for each of the relevant financial years. If the Candidate is relying on another entity, please provide signed audited financial statements certifying the turnover for that entity also. Should the auditor's report contain other statements regarding their findings then Contracting Authority will consider, at its absolute discretion, if these audited accounts meet this minimum requirement. The latest set of such audited financial statements must have been filed with the Companies Registration Office (or equivalent for non-Irish based companies) ("**CRO**") within the relevant statutory filing period.

Where the most recent annual financial statements relating to a financial period ending prior to the Pre-Qualification Submission Date have not been filed with the CRO within the statutory filing period and remain unsigned by an auditor, draft financial statements for that period must be provided with a reasonable and comprehensive explanation as to why such accounts remain unsigned, together with the signed audited financial statements for three previous financial years. In line with the Turnover requirement, if the previous financial year's financial statements have yet to be audited, a letter from the entity's accountant certifying both the turnover and cash/bank figures for that year should be provided.

The Contracting Authority may, at its absolute discretion, elect to accept such unsigned statements.

The latest set of audited financial statements must have an unqualified audit opinion. Should the auditor's report contain other statements regarding their findings then the Contracting Authority will consider, at its absolute discretion, if these audited accounts meet the minimum requirement.

- draft financial statements or management accounts relating to periods subsequent to the most recent audited financial statements or confirmation that same are not yet available;
- a statement of contingent liability or loss (where not otherwise reported or occurring since the last financial statements) which would require disclosure in accordance with the provisions of International Financial Reporting Standards ("IFRS") or equivalent, or confirmation that no such contingent liability or loss exists;
- details of any event occurring between the date on which the latest set of financial statements was authorised for issue and the date of submission of the RTP, which, had the financial statements not been authorised for issue until the RTP submission date, would have required to be adjusted for, or disclosed in accordance with the provisions of IFRS or equivalent, or confirmation that no such event occurred;
- a description of any material pending or threatened action or other regulatory investigations into the affairs of the Candidate, or confirmation that no such investigations are pending or threatened;
- if a statement of any material outstanding judgements against or court orders affecting the Candidate or material pending or threatened litigation or other legal proceedings for which specific

provision has not been made within the latest set of audited financial statements or confirmation that no such judgments, court orders, litigation or proceedings are outstanding, pending or threatened; and.

- any prospectus or credit rating/analyst reports issued in the previous three financial years and up to the submission date of this RTP or confirmation that same are not available.
- copies of any material announcements (or any entity within the Group of Companies) made to the authorities of any stock exchange, market or bourse on which the shares of the Candidate are publicly traded in the past three financial years and up to the submission date of this RTP or confirmation that same are not available.

If any member of the Candidate is part of a Group of Companies as defined in Section 8 of the Companies Act 2014, please provide:

- i. signed audited financial statements of the consolidated Group or parent (as appropriate)
- ii. any prospectus or credit rating/analyst report that exists in relation to the Candidate or Group or parent (as appropriate); where that entity has a credit rating or has issued a public instrument, and a corresponding prospectus or credit rating/analyst report has been produced within the previous three financial years. Where no such documents exist, this should be confirmed.
- iii. a group structure chart identifying all entities within its Group of Companies in respect of which intercompany financial relationships exist or are reasonably expected to exist together with a clear description of the relationship between the Candidate and each such entity. The chart shall identify those group entities in respect of which any credit rating report has been issued within the previous three financial years. The Contracting Authority reserves the right to request, for evaluation purposes, any prospectus or credit rating/analyst reports in relation to any member(s) of the Group of Companies that it considers relevant.
- iv. copies of any material announcements (or any entity within the Group of Companies) made to the authorities of any stock exchange, market or bourse on which the stocks or shares are publicly traded, since the publication of the latest set of accounts or confirmation that no such announcements have been made.

Where the Candidate is a Consortium or other form of partnership or joint venture, copies of the full audited signed financial statements for the previous three financial years and the details outlined above must also be provided for each member of the Candidate.

If the Candidate (or any member of the Candidate) is relying on a separate entity (including but not limited to a parent company) for the purposes of meeting the requirements of this criterion 3.2.A.2 (and the sub-criteria therein), information in this Section 3.2.A.2 must be provided by the entity being relied upon in respect of the sub-criterion for which reliance is required.

Rule Pass / Fail: Candidates will either **Pass or Fail** on this Selection Criterion

The minimum requirement under this criterion is that the Candidate has the financial capacity, to the Contracting Authority's satisfaction, to meet all financial requirements and contingencies that might arise from the contract if awarded to the Candidate. The evaluation will be undertaken by the National Development Finance Agency (NDFA) acting on behalf of the Contracting Authority.

Required additional Information: PQQ references for Pass/Fail Financial Robustness test

Structure of the Candidate	Section 1 Part D
Reliance on resources	Section 1 Part E
Financial Statements	3.2.A.2 (ii)&(iii)

Credit rating	3.2.A.2 (viii)
Legal Proceedings	3.2.A.2 (vii)
Insurance	Section 1 Part G
Banker's Letter	3.2.A.2 (i)

**details can be provided if required*

The evaluation will include an analysis of the financial statements provided having regard to the following factors:

- Auditor's report and Director's report
- Trading Performance
 - (a) Turnover;
 - (b) Profitability and profit margins (including Gross profit, Operating profit and Net Profit).
- Liquidity
 - (a) Cash Balances
 - (b) Cash Generation
 - (c) Current Ratio
 - (d) Quick Ratio
 - (e) Debtors days, Creditor days and Stock turn days
 - (f) Where applicable, details of intercompany transactions/balances with group entities, including sales, dividends, loans/leases, asset transfer, management fees, funding, receivables, etc.
- Gearing
 - (a) Profit Before Interest and Tax ("**PBIT**") interest cover
 - (b) Net Gearing
 - (c) Long term debt as a percentage of capital employed
 - (d) Net debt as a percentage of Total Net Worth
 - (e) Net debt as a percentage of PBIT
- Balance Sheet
 - (a) Fixed Assets
 - (b) Net Current Assets
 - (c) Net Assets
 - (d) Tangible Net Worth

The financial robustness of the Candidate will therefore be evaluated based on a review of:

- i. the Candidate's financial statements;
- ii. the responses of the Candidate to the additional sections identified in table below and required in accordance with the PQQ; and
- iii. The Contracting Authority reserves the right to have regard to (but is not obliged to seek out) Publicly Available Information, where "**Publicly Available Information**" means information that

has been published by a Public Source, where “**Public Source**” means the main source(s) of business news in the countries in which the relevant entity is organised and/or conducts its principal commercial activities, any internationally recognised published or electronically displayed news source, any commercial information provider or credit rating agency.

Where the Contracting Authority considers, based on its assessment of the financial information provided and the factors described above, that a Candidate has not demonstrated that it has the financial capacity to meet all financial requirements and contingencies that might arise from the contract for a single Lot, the Contracting Authority shall have the right to eliminate the Candidate from competition.

The evidence required to pass this criterion must be in accordance with the requirements identified above (or, if for any valid reason this evidence cannot be provided then alternative evidence which is considered appropriate by the Contracting Authority or the NDFA acting on its behalf may be provided).

The Candidate must notify the Contracting Authority immediately in writing if at any time it becomes aware that there has been a material change in its financial standing as has been set out in its documentation submitted in accordance with this section 3.2.A.2., the Contracting Authority may, at any time, raise queries in relation to the Candidate's financial standing as has been set out in this selection criterion or seek the Candidate to submit financial documentation. The Candidate will be required to comply with all reasonable requests made by the Contracting Authority in relation to same. If that Candidate is subsequently found to not meet the stated financial capacity robustness requirements as set out above, then that Candidate will be eliminated from this competition.

Take note that the Candidate may be required to provide (at stage 2 of this tender process) copies of their most recent audited financial statements so that the Contracting Authority can confirm that the information provided at this RTP stage is still accurate and up to date. In such circumstances, the Contracting Authority may review the most recent audited financial statements to establish whether or not the Tenderer still meets the Contracting Authority's financial capacity robustness requirements.

3.2.B TECHNICAL AND PROFESSIONAL ABILITY

MANDATORY REQUIREMENTS PASS/FAIL SELECTION CRITERIA

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

All Candidates must demonstrate that they satisfy the following technical and professional ability requirements. Candidates will either pass OR fail the technical and professional ability requirements in parts 3.2.B.1 through 3.2.B.3. In the event that the Candidate fails any of the requirements, they will be eliminated from this Competition.

Candidates will be evaluated and scored in accordance with the scoring methodology set out in section 3.2.B.4.1, 3.2.B.4.2 and 3.2.B.4.3. Candidates must achieve the minimum scores indicated for each qualitative Technical and Professional Ability Criterion or Sub-Criterion as specified in the table at 3.2.B.4 below. Candidates who fail to achieve the minimum score will be eliminated.

3.2.B.1 Product Certification	Mandatory Requirement Pass / Fail Criteria
3.2.B.1.1 Product Certification 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. Candidates' products must be certified to the relevant Body Armour standard set out in CAST Publication number 012/17 and or NIJ 0101.06¹, or to an equivalent standard for ballistic / stab penetration resistance. For the avoidance of doubt the Candidate 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 Periodic In-Life Monitoring (PILM) for the duration of the draw down contract. AGS also will require additions to the base standards for specified calibres and types of ammunition. Details will be provided to the shortlisted Candidates (Tenderers) as part of the Invitation to Negotiate.	Pass / Fail
Documentation/Evidence Required The Candidate must provide evidence to demonstrate that they currently produce equipment that is certified to the Body Armour standard set out in CAST Publication number 012/17 or NIJ 0101.06¹, or to an equivalent standard for ballistic / stab penetration resistance. For the avoidance of doubt the Candidate 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 Candidate must confirm that their current product offering referenced in their response has been independently certified to the Body Armour standard set out in CAST Publication number 012/17 or NIJ 0101.06, or to an equivalent standard for ballistic / stab penetration resistance, by producing the independent certificates. • The Candidate must also confirm that they are able to have any new products developed or customised in response to this Tender	

¹ Note CAST standard applies to soft armour Protective Panels and NIJ applies to hard armour Protective Panels or Plates.

independently certified to the Body Armour standard set out in CAST Publication number 012/17 or NIJ 0101.06, or to an equivalent standard for ballistic / stab penetration resistance.	
Rule Pass / Fail: Candidates will either Pass or Fail on this Selection Criterion.	

3.2.B.2 - Technical Resources and Capacity	
Mandatory Requirement	
Pass / Fail Criteria	
Candidates must possess the organisational capacity and technical capability and resources, (including physical infrastructure and sufficient numbers of qualified staff with relevant experience), at its disposal to carry out the contract for the provision of all three Groups of Body Armour as outlined in this Pre-Qualification Questionnaire (PQQ). Candidates must demonstrate both the capacity and commitment to develop, design, manufacture and test products in accordance with the relevant ballistic / stab penetration resistance standards (set out at 3.2.B.1) for a client where their current products do not meet the client's requirements. Candidates must confirm that they have the capability to provide a potential client with sample products / a range of sample products for assessment as part of a tender process".	Pass/Fail
Documentation/Evidence Required	
By way of the self-declaration provided in the RTP, Candidates must confirm that they have the organisational structure, the required technical capability, and resources at its disposal to carry out the contract for the provision of all three Groups of Body Armour to the Contracting Authority as outlined in the Pre-Qualification Questionnaire (PQQ). In the RTP Candidates must provide at least one (1) project example² of work with a previous or existing client that demonstrates; (i) a commitment to develop, design, manufacture and test products in accordance with the relevant ballistic / stab penetration resistance standards (set out at 3.2.B.1) for a client, where their current products did not meet the client's requirements and bespoke development was required to meet the client's needs; and, (ii) that the Candidate has developed sample products to meet the bespoke needs of the client, and provided sample products which were trialled by the client for assessment, during a tender process or during the life of a contract.	

² Note the project example provided in response to question 3.2.B.3 can be one of the project examples presented in response to Question 3.2.B.4 below or a standalone example at the Candidate's discretion. However, if the example is one of the project examples presented in response to Question 3.2.B.4 the responses will be assessed independently and the evaluation team will not read across the information provided when assessing either response.

N.B. Candidates relying on the capacity of other entities (for example, Consortium members or Subcontractors) for the purposes of fulfilling any of the Selection Criteria, and, where a Candidate intends to subcontract any share of the Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria are reminded of the stated requirements at Section 3.1 (b) 'COMPLIANT RESPONSES' of this document and at Section 3.5 below 'Reliance on Third Party Resources to meet Technical and Professional Ability Requirements'.

Where the Candidate is unable, for a valid reason, to provide the specified documentation, the Candidate must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their technical and professional ability.

3.2.B.3 TECHNICAL AND PROFESSIONAL ABILITY

MANDATORY REQUIREMENTS WEIGHTED CRITERIA

All Candidates must demonstrate that they satisfy the following technical and professional ability requirements. Candidates must achieve the minimum score for each weighted criteria. In the event that a Candidate fails to achieve a **Minimum Qualifying Threshold for any ONE sub-criterion for 3.2.B.3 Previous Experience 3.2.B.3.1 to 3.2.B.3.3**, they shall be **ELIMINATED** from this Competition.

Only Candidates who have passed the Selection Criteria 3.2.B.1 and 3.2.B.2 will be assessed on each of the Weighted Criteria below.

Table 4: Weighted Criteria

Criterion Ref No.	Qualitative Selection Criteria	Maximum Marks Available	*Minimum Qualifying Threshold
3.2.B.3.1	Previous Experience in the Delivery of Comparable Projects	4,500	1,800
3.2.B.3.2	Comparability of the Scale of the Project References of Previous Experience	4,500	1,800
3.2.B.3.3	Comparability of the Scale of the Sizing Exercise Completed	1,000	400
	Total Marks Available	10,000	4,000

3.2.B.3.1 – Previous Experience in the Delivery of Comparable Projects

(Maximum Marks Available 4,500 – Minimum Marks Required 1,800)

Candidates will be assessed based on their previous experience in delivering comparable projects for the manufacture, supply and maintenance of Uniform and Specialist Personal Body Armour, Tactical Body Armour and Ballistic Covert Body Armour.

With regards to the criteria set out below, Candidates must provide comprehensive details in relation to their **Previous Experience** which clearly demonstrates the Candidate's Technical and Professional Ability as evidenced by way of **three (3) example project(s) / commercial contract(s)**, that demonstrate that the Candidate has manufactured, supplied and maintained each of the three Groups of Body Armour, certified to a relevant ballistic / stab penetration resistance standard (set out at 3.2.B.1) to a public order and security client, in comparable quantities, **with a similar nature, and complexity to those set out in Paragraph 1.2 and Appendix 1 of this PQQ.**

Each example project / commercial contract **must** be substantially³ complete and **must** be supported by a **signed reference** from an officer or senior staff member of the client referenced in the example project. The referee shall be a person who has knowledge from several aspects of the example project covering contractual and technical aspects. The Contracting Authority reserves the right to contact the referee and confirm references.

Candidates must complete the project reference template provided in the RTP Document (copied below).

Exhibit 1: Contract Reference Template

Contract Reference Template	
Reference Type (A, B or C)	<i>{insert Response –Expand Cell as Necessary}</i>
Contracting Authority / Customer Organisation Name	<i>{insert Response –Expand Cell as Necessary}</i>
Name of Project / Reference Contract	<i>{insert Response –Expand Cell as Necessary}</i>
OJEU or equivalent official Contract Reference / Award Notice (if applicable).	<i>{insert Response –Expand Cell as Necessary}</i>
Country(ies) where Goods were delivered	<i>{insert Response –Expand Cell as Necessary}</i>
Referee Name:	<i>{insert Response –Expand Cell as Necessary}</i>
Position:	<i>{insert Response –Expand Cell as Necessary}</i>
Contact number:	<i>{insert Response –Expand Cell as Necessary}</i>

³The candidate must have delivered at least 50% of the products ordered under the example contract before the response deadline for this PQQ.

Email address:		{insert Response –Expand Cell as Necessary}		
Contract start date, term and completion date (if completed)		{insert Response –Expand Cell as Necessary}		
Details including description and range of goods provided, in relation to Goods required in Groups I, II, III for this contract		{insert Response –Expand Cell as Necessary}		
Details of the approach to sizing the client staff for production, including details of the range of sizes provided.		{insert Response –Expand Cell as Necessary}		
Candidate's Role e.g. Sole Supplier, Sub-Contractor, member of a Consortium		{insert Response –Expand Cell as Necessary}		
Details of goods / services directly supplied by the Candidate If Candidate's role is Sub-Contractor or member of a consortium ONLY the goods / services supplied by them should be detailed.		{insert Response –Expand Cell as Necessary}		
Quantity of Goods provided per annum by Group I, II, III and total per contract / contract to date	Units	Average Annual	Contract Total	Delivered To-Date
	Group I			
	Group II			
	Group III			
Detail the relevance of this example contract to the requirements described in this RFT.		{insert Response –Expand Cell as Necessary}		

Value of Contract Per annum (for information purposes only)	Average Annual	Contract Total	Delivered To-Date

It is the Candidates' responsibility to ensure that they provide sufficient information in the descriptions of the three (3) project examples provided to allow the Contracting Authority to evaluate the comparability and quality of the previous experience presented to the goods and services sought as set out in Paragraph 1.2 and Appendix 1 of this PQQ.

The previous experience of Candidates will be evaluated and scored in accordance with the scoring methodology set out below.

The Contracting Authority has allocated a maximum of 4,500 marks for the three (3) example projects. In addition, the Contracting Authority has set limits to the maximum marks available for each individual example project based on the number of equipment Groups covered by the example project under consideration as per the reference types defined as follows:

Reference Type A – Will be a single example project / commercial contract for the development, manufacture, provision and maintenance of Body Armour across **ALL** three (3) equipment Groups required by the Contracting Authority; **Maximum Marks Available 1,500.**

In order for the Candidate to submit a previous contract example meeting the requirements of Type A, it must meet the following criteria:

1. The reference project must include the development, manufacture, provision and maintenance of Body Armour which includes **ALL** three (3) of the equipment Groups, supplied by the Candidate under a single contract for goods and services.
 1. Group I – Uniform and Specialist Personal Body Armour
 2. Group II – Tactical Body Armour including Soft Armour and Plates
 3. Group III – Ballistic Covert Body Armour
2. The reference project should be similar in nature and scale to Contracting Authority's requirements set out in appendix 1.
3. Delivered within the last 5 years to a public order and security client.

Reference Type B – Will be a single example project / commercial contract for the development, manufacture, provision and maintenance of Body Armour across **two (2)** of the equipment Groups required by the Contracting Authority; **Maximum Marks Available 1,350.**

In order for the Candidate to submit a previous contract example meeting the requirements of Type B, it must meet the following criteria:

1. The reference project must include the development, manufacture, provision and maintenance of Body Armour which includes **two (2)** of the three (3) equipment Groups, supplied by the Candidate under a single contract for goods and services.
 1. Group I – Uniform and Specialist Personal Body Armour
 2. Group II – Tactical Body Armour including Soft Armour and Plates
 3. Group III – Ballistic Covert Body Armour
2. The reference project should be similar in nature and scale to Contracting Authority's requirements set out in appendix 1.

3. Delivered within the last 5 years to a public order and security client.

Reference Type C – Will be a single example project / commercial contract for the development, manufacture, provision and maintenance of Body Armour for **one (1)** of the equipment Groups required by the Contracting Authority; **Maximum Marks Available 1,200.**

In order for the Candidate to submit a previous contract example meeting the requirements of Type C, it must meet the following criteria:

1. The reference project must include the development, manufacture, provision and maintenance of Body Armour which includes **one (1)** of the equipment Groups, supplied by the Candidate under a single contract for goods and services.
 1. Group I – Uniform and Specialist Personal Body Armour
 2. Group II – Tactical Body Armour including Soft Armour and Plates
 3. Group III – Ballistic Covert Body Armour
2. The reference project should be similar in nature and scale to Contracting Authority's requirements set out in appendix 1.
3. Delivered within the last 5 years to a public order and security client.

For the avoidance of doubt;

1. Each equipment Group **must** be included in at least one (1) of the three (3) example projects presented.
2. Candidates may **only submit three (3)** examples of previous contracts in total. In the event that a Candidate submits more than three (3) examples of previous projects only the first three example projects presented chronologically in the RTP document will be considered in the evaluation.
3. **Multiple contracts cannot be combined** where the Candidate has been awarded separate contracts with the same Contracting Authority.

Candidates' responses shall be marked in accordance with the Qualitative Selection Criteria (Weighted) Scoring Methodology Table below. For the purposes of evaluation, each project example provided by the Candidate will be assessed holistically to determine the extent to which the project example provided demonstrates their technical and professional ability to successfully deliver the requirements set out in the statement of requirements in appendix 1 of this PQQ.

Table 5: Weighted Scoring Methodology Table

Score	Description
5	An excellent response which clearly demonstrates that the Candidate has significant relevant previous experience in delivering services of a similar scale, nature and complexity as described in the PQQ and provides very strong and convincing assurance that the Candidate has the Technical and Professional ability to deliver the Services to an excellent standard.
4	A very good response which demonstrates that the Candidate has significant relevant previous experience in delivering services of a similar scale, nature and complexity as described in the PQQ and provides a very good level of assurance that the Candidate has the Technical and Professional ability to deliver the Services to a high standard.

3	A satisfactory response which demonstrates that the Candidate has sufficient relevant previous experience in delivering services of a similar scale, nature and complexity as described in the PQQ and provides reasonable assurance that the Candidate has the Technical and Professional ability to deliver the Services to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
2	A response where reservations exist. Lacks credibility or convincing detail to demonstrate that the Candidate has relevant previous experience in delivering services of a similar scale, nature and complexity as described in the PQQ and does not provide confidence to the Contracting Authority that the Candidate has the Technical and Professional ability to deliver the Services to a sufficient standard.
1	A response where serious reservations exist. This may be because, for example, the Candidate has provided insufficient or irrelevant detail, or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility.
0	No response or partial response only, and poor evidence provided in support of it: failure to meet the requirements.

The maximum marks available for each reference Type will be weighted by the score awarded by the evaluation team as follows:

Maximum Marks Available For Reference Type * Score Awarded to the Candidate	=	Candidates Marks
Maximum Score Available		

Therefore, a Candidate who submits a Reference of Type A that the evaluation team deems to be Very Good will be scored as follows:

$$\frac{1,500 * 4}{5} = 1,200$$

Each candidate will score between zero (0) marks and 4,500 marks depending on the Reference Type submitted and the quality and comprehensiveness of the reference provided.

Table 6: Weighted Scoring range of the Qualitative Selection Criteria 3.2.B.4.1 by Reference Type.

Reference Type	A	B	C
Weighted Score	Maximum Marks Available (1,500)	Maximum Marks Available (1,350)	Maximum Marks Available (1,200)
5	1500	1350	1200
4	1200	1,080	960
3	900	810	720
2	600	540	480
1	300	270	240
0	0	0	0

3.2.B.3.2 Comparability of the Scale of the Project References of Previous Experience

(Maximum Marks Available 4,500 – Minimum Marks Required 1,800)

The reference projects submitted in response to question 3.2.B.4.1 should be similar in scale to Contracting Authority's requirements as set out in appendix 1. Each reference will be scored for

comparability based on the quantity of equipment provided for each equipment Group relative to the quantity in scope in the initial order for the relevant Equipment Group for this Tender, subject to a minimum and maximum reference quantity as set out below. The reference quantity will be further weighted by a weighting factor based on the notional value of the initial order.

Table 7: Reference Quantities by Equipment Group

Group	Initial Order Quantity	Minimum Acceptable Reference Quantity	Maximum Reference Quantity Applied	Group Value Weighting
Group I	15,000	2000	15,000	75%
Group II	350	50	350	20%
Group III	350	50	350	5%

For each reference type A, B and C the maximum and minimum marks are calculated as follows.

Candidates Score	=	$\frac{\text{Group Reference Quantity Submitted}^\#}{\text{Maximum Group Reference Quantity}}$	*	Group Weighting Value	*	Maximum Marks Available 1,500 Marks
------------------	---	--	---	-----------------------	---	-------------------------------------

[#]In the event that the Group Reference Quantity Submitted exceeds the Maximum Group Reference Quantity, then the Maximum Group Reference Quantity will be used giving a value of 1 for this term in the formula.

In the event that the Group Reference Quantity Submitted is less than the Minimum Acceptable Reference Quantity, then the reference will score zero for that Group Reference.

For each reference type A, B and C the maximum and minimum marks are as follows.

Table 8: Minimum and Maximum Score Achievable for Reference Type A

Reference Type A	Initial Order Quantity	Group Value Weighting	Minimum Reference Quantity	Score for Minimum Quantity	Maximum Reference Quantity	Score for Maximum Quantity
Group I	15,000	75%	2000	150.00	15,000	1,125
Group II	350	20%	50	42.86	350	300
Group III	350	5%	50	10.71	350	75
Total		100%		203.57		1,500

Table 9: Minimum and Maximum Score Achievable for Reference Type B

Reference Type B	Initial Order Quantity	Group Value Weighting	Minimum Reference Quantity	Score for Minimum Quantity	Maximum Reference Quantity	Score for Maximum Quantity
Group I	15,000	75%	-	-	15,000	1,125

Group II	350	20%	50	42.86	350	300
Group III	350	5%	50	10.71	-	-
Total		100%		53.57		1,425

Table 10: Minimum and Maximum Score Achievable for Reference Type C

Reference Type C	Initial Order Quantity	Group Value Weighting	Minimum Reference Quantity	Score for Minimum Quantity	Maximum Reference Quantity	Score for Maximum Quantity
Group I	15,000	75%	-	-	15,000	1,125
Group II	350	20%	-	-	-	-
Group III	350	5%	50	10.71	-	-
Total		100%		10.71		1,125

3.2.B.3.3 Comparability of the Scale of the Sizing Exercise Completed

(Maximum Marks Available 1,000 – Minimum Marks Required 600)

As stated in the statement of requirements set out in appendix 1 of this PQQ, AGS will require the successful Tenderer to carry out a sizing survey of a sample of the population of active Garda Members. Candidates are required to provide details of the approach to sizing the client staff for production, including details of the range of sizes provided for each of the reference projects submitted in response to question 3.2.B.4.1. Candidates will be scored on the comparability of the population sized for equipment provided in Group I with reference to the 15,000 sets of equipment required for AGS. **The Contracting Authority will compare the project reference with the highest population sized for Group I for each Candidate subject to a maximum of 15,000 as follows.**

$$\text{Candidates Score} = \frac{\text{Group I Reference Quantity Submitted}^{\#}}{\text{Maximum Group I Reference Quantity}} * \frac{\text{Maximum Marks Available}}{1,000 \text{ Marks}}$$

[#]In the event that the Group I Reference Quantity Submitted exceeds the 15,000 Maximum Group Reference Quantity, then the 15,000 Maximum Group Reference Quantity will be used giving a value of 1 for this term in the formula.

Table 11: Worked Examples for Comparability of the Scale of the Sizing Exercise Completed

Candidate	Maximum Population Sized for Group I		Reference Quantity		Marks Available		Example Candidate Score
1	15,000	÷	15,000	*	1,000	=	1,000
2	12,000	÷	15,000	*	1,000	=	800
3	9,000	÷	15,000	*	1,000	=	600

4	6,000	÷	15,000	*	1,000	=	400
5	3,000	÷	15,000	*	1,000	=	200

3.3 Totalling Marks and Reduction of the Number of Candidates

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 scores for each Candidate who has fulfilled the compliance and pass / fail mandatory selection criteria and has achieved the minimum marks required for criteria 3.2.B.4.1, 3.2.B.4.2, and 3.2.B.4.3 will be totalled to give an overall score.

The three (3) highest ranked Candidates who have fulfilled the compliance and pass / fail mandatory selection criteria and have achieved the minimum marks required for criteria 3.2.B.4.1, 3.2.B.4.2, and 3.2.B.4.3, shall proceed to Stage 2. If the number of Candidates deemed to have met the Qualitative Selection Criterion exceeds three (3), the Contracting Authority will limit the number of Candidates that it will invite to tender at Stage 2 of the Competition to the three (3) highest ranked Candidates. Candidates shall be ranked in order of merit so that the Candidate which achieves the highest marks under the 'Qualitative Selection Criteria' shall be ranked in first place, the Candidate which receives the second highest marks shall be ranked in second place and so on. Subject to the tie break rule below, the three (3) highest ranking Candidates will be shortlisted.

3.4 Tie Break Rule

In the event that there is a tie in the scores between two or more candidates for third (3rd) place, then the third (3rd) ranked Candidate with the highest score for criteria **3.2.B.3.1 – Previous Experience in the Delivery of Comparable Projects** will be deemed to be the third (3rd) ranked Candidate.

In the event that the first test still results in a tie then the Candidate with the highest score for criteria **3.2.B.3.2 Comparability of the Scale of the Project References of Previous Experience** will be deemed to be the third (3rd) ranked Candidate.

In the event of the rules set out above failing to determine a single third (3rd) highest placed Candidate, then the third (3rd) highest placed Candidate shall be selected on the basis of random selection. In such a circumstance, a representative of each Candidate that achieved the same third (3rd) highest score will be invited to attend and will be notified in advance of the time/date and location of the random selection procedure (attendance is optional and at the discretion of the Candidate) and will be notified in writing of its outcome.

The random selection procedure will involve a Candidate writing their name on the inside of an envelope. In the absence of the Candidate or their representative then a Procurement Officer will write the candidates name on the inside of an envelope. The envelopes will be sealed and placed in a sealed container and a third party will draw out a single envelope. Whomever the name that is written on the inside of the envelope will be considered the third (3rd) highest placed Candidate.

3.5 Reliance on 3rd Party Resources

Candidates should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking from those entitled duly evidenced, in terms satisfactory

to the Contracting Authority, that they will place the necessary resources at the disposal of the Candidate if successful for the duration of the proposed Contract.

Appendix 1: Background and Summary of Requirements

The key features and requirements for the provision of Body Armour for An Garda Síochána are outlined below.

The information contained in this Appendix 1 is supplied in order to provide interested parties with sufficient information to determine their interest in participating in this competition and preparing their Responses for this pre-qualification stage only. The Contracting Authority reserves the right to update and make changes to this information in the ITT.

The Contracting Authority considers the specific details of the ballistic protection required to be confidential information. This information will only be provided to the shortlisted Candidates who are invited to participate in Stage 2, the Invitation to Negotiate and have signed and returned the Confidentiality Agreement provided as appendix 4 to the PQQ.

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 Candidate 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 Candidate **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 Candidates (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 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 have⁴.
- **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 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.

⁴ Candidates are referred to appendix 1.2 in the abridged ITN for detail specification of each Group of equipment.

However, Candidates 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. Candidates 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 Authority's requirements; (iii) propose a methodology to size each individual Garda Member and capture orders for each Equipment Group; and, (iv) may require the successful Tenderer 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 successful Tenderer's expertise in completing these tasks, including determining an appropriate sample size.

The shortlisted Candidates 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 shortlisted Candidates proposed model(s) for sizing, forecasting accurate production runs and delivery to Garda Members.

The Contracting Authority reserves the right to award a contract on the basis of initial tenders at Stage 2. 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.

Candidates 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 Candidate:

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 and 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 shortlisted Candidates as part of the final ITN during stage 2 of the process.

If required, AGS can provide sample layers to the shortlisted Candidates 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

Shortlisted Candidates will be 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 shortlisted Candidate 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 shortlisted Candidates and AGS.

Survey

The shortlisted Candidate 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 shortlisted Candidate 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 shortlisted Candidates must demonstrate their ability to deliver 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 shortlisted Candidate to define and cost the delivery model for equipment.

Proposals for Recycling of obsolete Body Armour:

Shortlisted Candidates 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.

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.

Candidates 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. Shortlisted Candidates will be required to submit costs for the two scenarios as part of their response to Appendix 2 (Pricing Schedule).

Candidates 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. Shortlisted Candidates will be required 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 provided to the shortlisted Candidates 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. Shortlisted Candidates will be required provide a methodology and per kilogram (kg) cost for this service, based on 1 x per month collection from Santry. Shortlisted Candidates will be required to include details of any minimum levels that would apply for any collection.

Repairs:

Shortlisted Candidates will be 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 Candidate 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 Candidate **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 Candidates 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 shortlisted Candidates will be required to 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 shortlisted Candidates in the next stage of the process.

Three successful Candidates will proceed to the Invitation to Negotiate (ITN) stage. The ITN will require the Candidates to size specific Contracting Authority personnel for each specific equipment Group as set out above. The shortlisted Candidates 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 specified⁵ by the Contracting Authority.

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

⁵ A Candidate can propose existing products from their product range to meet the Contracting Authority's requirements. The Candidate can provide the certification of the existing product to meet the requirements set out in the final ITN.

4. WARRANTIES

Shortlisted Candidates' 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

Shortlisted Candidates will be required 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.

5. FUTURE PROOFING

Shortlisted Candidates 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, shortlisted Candidates will be required ensure that an RFID tag can be inserted in / attached to each part of the suit either during manufacture or retrospectively without compromising the integrity or the warranty of the products supplied.

Shortlisted Candidates 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 Candidate'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.

Candidates should note that as this is the first stage in a multi - Stage Competitive Process with Negotiation, proposals for the provision of the goods and services as outlined above should not be included with the response to this PQQ

7. STAGE 2 OF THE COMPETITION

7.1 Outline of Award Criteria

At Stage 2 of the Competition, the following breakdown of award criteria will be used to score tenders and to determine the most economically advantageous tender and the contract award. The Contracting Authority will utilise and apply sub-criteria in the award criteria which will be further detailed in the final ITN made available at Stage 2. The sub-criteria below listed are for indicative purposes only and may be subject to change.

Table 13. Outline Award Criteria for Stage 2

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

AWARD CRITERIA		MAXIMUM MARKS AVAILABLE	MINIMUM MARKS REQUIRED TO PASS*
	proposed sizing methodology.		
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 when completing tasks (v) Perceived weight when completing tasks⁶; 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).	TBC	TBC

⁶ Note the AGS tactics and drills tested will differ by Equipment Group.

AWARD CRITERIA		MAXIMUM MARKS AVAILABLE	MINIMUM MARKS REQUIRED TO PASS*
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 tasks (iv) Comfort and heat management when completing tasks (v) Perceived weight when completing tasks⁷; 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).	TBC	TBC
4	Supply Chain Security and Delivery Management Tenderers must demonstrate the quality and security	TBC	TBC

⁷ Note the AGS tactics and drills tested will differ by Equipment Group.

AWARD CRITERIA		MAXIMUM MARKS AVAILABLE	MINIMUM MARKS REQUIRED TO PASS*
	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 guarantee that equipment with Garda branding and imagery will be 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	TBC	TBC

AWARD CRITERIA		MAXIMUM MARKS AVAILABLE	MINIMUM MARKS REQUIRED TO PASS*
	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. 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

7.2 Scoring Methodology

The scoring methodology at 6.2.1 below will be applied to qualitative award criteria A.1, A.2, A.4, A.5, A.6 and A.7. Note the response to qualitative award criteria A.2 *Sizing Methodology* will also be validated as part of criterion A.3 User comfort and operational suitability assessment.

7.2.1 Qualitative Award Criteria (Scoring Matrix) - Qualitative Award Criteria

Table 14: Qualitative Award Criteria Scoring Methodology

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.

BAND	SCORE RANGE	MEANING
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.

7.3 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 6.3.3.2 and 6.3.4.2 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

7.3.1 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 and 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's 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 by AGS's technical consultants, 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.

7.3.2 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 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 to 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)

7.3.2.1 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.

7.3.2.2 Compliance Assessment

The Contracting Authority's technical advisors will also complete a desk based 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 triallist(s) (i.e. failure to meet the minimum marks for physical sample assessment, such as quality or measurement issues relating to an individual sample)

7.3.3 Body Armour - Technical Assessment Outline - Fit Testing

As set out in 6.3.1 above the wearer triallists 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.

7.3.3.1 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.

7.3.3.2 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 advisors 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 tasks⁸;

- 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,
- 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 criteria⁹ 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 completing 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.

⁸ 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.

⁹ 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

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.

7.3.4 Body Armour - Technical Assessment Outline - Field wearer trials

The Body Armour is expected to provide Garda Members with suitable protection against knife and ballistic¹⁰ 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 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.

7.3.4.1 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.

7.3.4.2 Evaluation Methodology:

The wearer trials are intended to assess and score the performance of the equipment in

¹⁰ The specific ballistic protection required will be shared with the shortlisted Candidates in the final ITN issued at the commencement of Stage 2 of the Tender process.

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 tasks¹¹ 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 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 trialling¹²;

- 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 for Criteria A.3., and will not be and will not be considered in the cost assessment.

¹¹ The complete set of tasks to be completed by each the triallists for each equipment group will be shared with the short listed Candidates in the final ITN. A draft list of tasks by equipment group is included as appendix 1.3 in the abridged ITN provided.

¹² 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
Monaghan	Plantation Road, Monaghan Town, Co. 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	Abbeylax 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

Appendix 1.2: Draft 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 Successful 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 click-fast attachment to centre front storm flap. • 2 x ambidextrous click-fast attachments for radio(s), positioned to upper chest / shoulders. • Laser 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. • 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 click-fast attachment to centre front storm flap. • 2 x ambidextrous click-fast attachments for radio(s), positioned to upper chest / shoulders. • Laser 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 klick-fast attachment to centre front storm flap. • 2 x ambidextrous klick-fast attachments for radio(s), positioned to upper chest / shoulders. • Laser 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. • 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 klick-fast attachment to centre front storm flap. • 2 x ambidextrous klick-fast attachments for radio(s), positioned to upper chest / shoulders. • Laser 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 laser 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 laser 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.	• 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
		• 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 laser 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.	• 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
		- 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 laser 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. - Zippered 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 klikk-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 polo shirts, 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 polo shirts, 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 test¹³;
- b. Checkpoint and vehicle duties (Includes extended shifts of driving and standing);
- c. Self-defence, including baton strikes¹⁴ and Redman drills¹⁵;
- d. Handcuffing;
- e. Prisoner management including cell and stairs placement;
- f. Garda National Public Order Unit (GNPOU) Level 1 tactics¹⁶;
- 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.

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

¹⁴ This test will confirm that the Body Armour being Tested does not impede a Garda Members movement when completing a baton strike

¹⁵ "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.

¹⁶ Additional Details will be provided to shortlisted Candidates in Stage 2 of the Tender process.

Appendix 2: Candidate's Statement

[Candidates shall complete and return the following form of Candidate's Statement printed on the Candidate's headed notepaper and signed by the Candidate.]

CANDIDATE'S STATEMENT

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

RE: Pre-Qualification Questionnaire (PQQ) for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána.

Having examined your Pre-Qualification Questionnaire (the "PQQ") including the Instructions to Candidates, the Selection Criteria and the Summary of Requirements and Specifications we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Background and Summary of Requirements at Appendix 1 to the PQQ.
2. We accept all of the Terms and Conditions of the PQQ.
3. We confirm that we have complied with all requirements as set out at Part 2 of the PQQ and we accept all the Selection Criteria as set out in Part 3 of the PQQ. We agree to provide any evidence required regarding the requirements at Part 2 and Part 3 of this PQQ, to the extent not already provided, when requested by the Contracting Authority at any stage of the Competition
4. 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.
5. We shall, if awarded any Contract under the ITN, have in place on the Effective Date of the Contract all insurances (if any) as required by paragraph 2.21.1 of the PQQ.
6. We confirm that all Data Subjects whose Personal Data is provided in our Response to this PQQ 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.
7. We confirm and agree that all documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to us during the course of Stage 1 of this Competition:
 - (a) Are furnished for the sole purpose of replying to this PQQ only;
 - (b) Shall be treated as confidential to the Contracting Authority and we agree to take all necessary steps to ensure that such confidentiality is maintained, including in respect of any third parties (including Subcontractors) engaged or consulted by us;

- (c) May not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority; and
- (d) Must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.
8. 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).
9. The origin of goods which may be 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).
10. The Subcontractor(s) on whose capacity we rely as part of our Response (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED (Authorised Signatory)	Company
Print name	Address
Date	

Appendix 3: Declaration as to Personal Circumstances of Candidate

Re: Competition to award a Contract for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána.

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorised by [Click here and insert name of entity] to make this declaration which relates to a Response to this Pre-Qualification Questionnaire (the "PQQ") submitted by [Click here and insert name of entity] in response to a Pre-Qualification Questionnaire titled *Stage 1 Pre-Qualification Questionnaire for requests to participate in a Competition for development, manufacture, provision and maintenance of Body Armour for An Garda Síochána* published by The Commissioner of An Garda Síochána ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

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

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

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

Signature of Declarant

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

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

Appendix 4: Confidentiality Undertaking

THIS AGREEMENT IS MADE ON THE [DATE] DAY OF [MONTH] 2026 BETWEEN:

The **Commissioner of An Garda Síochána of Garda Headquarters**, Phoenix Park, Dublin 8,
(hereinafter “the Contracting Authority”) of the one part;
and

[Candidate’s legal name], of [insert address] (hereinafter called “the Candidate”) of the other part.

WHEREAS

- A. By Pre-Qualification Questionnaire dated [insert date] entitled “*Pre-Qualification Questionnaire for requests to participate in a Competition to award a Contract for the development, manufacture, provision and maintenance of Body Armour for An Garda Síochána*” (the “PQQ”) the Contracting Authority invited expressions of interest (“Responses”) for the provision of the Goods described in Appendix 1 to the PQQ (the “Goods”) (“the Competition”). The Candidate submitted a response to the PQQ dated the [insert date of Response].

The Candidate has been shortlisted to proceed to Stage two of the Competition.

- B. For the purposes of Stage Two 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 Candidate. 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 Candidate) as follows:

1. The Candidate acknowledges that Confidential Information will be provided to them by the Contracting Authority during the course of Stage 2 of the Competition 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 Goods under the Contract and all and any information supplied or made available to the Candidate (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any

guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

4. Save as may be required by law, the Candidate 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 Candidate'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 Candidate

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

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

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

6. The Candidate 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) and to comply with all applicable requirements of 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 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 Candidate in electronic form. The Candidate 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 Candidate shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Candidate so acknowledges and confirms.
8. The Candidate 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 Candidate 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 Candidate agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Candidate hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

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

End of Document