



## Iascach Intíre Éireann Inland Fisheries Ireland

### Request for Tender (RFT)

<b>Title of Tender:</b>	Framework for Environmental DNA extraction, metabarcoding, and qPCR analysis
<b>E-Tenders Reference ID:</b>	8559111
<b>Description of Services:</b>	
Inland Fisheries Ireland (IFI) is seeking qualified tenders for the provision of laboratory services to extract and analyse filtered eDNA samples using both metabarcoding analysis and qPCR analysis of aquatic species of fish and other aquatic species.	
<b>Framework Contract Value</b>	Up to € 160,000
<b>Key Dates:</b>	
<b>Issue Date</b>	Thursday 2 July 2026 At 14:00 PM
<b>Closing Date/Time for Queries</b>	Tuesday 28 July 2026 At 14:00 PM
<b>Closing Date/Time for Tenders</b>	Monday 10 August 2026 At 14:00 PM
<b>Contact for Queries:</b>	
Via <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> ONLY	
Format for submission of Tenders– use the <a href="#">Tender Response Documents</a> provided ONLY and return via:	
VIA <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> ONLY	



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## Section One: Introduction

### 1. Overview of Tender

- 1.1. Inland Fisheries Ireland (IFI) (the “Contracting Authority”) invites tenders to this request for tenders from economic operators for the Services as described in Section 3 of this Request for Tenders (RFT).
- 1.2. The successful tenderer shall be appointed to a single party Framework and awarded a Services Contract.
- 1.3. Tenderers are required to complete and submit a Tender Response Document (“TRD”) as per requirements as set out in this RFT.

Tenderers should note that it is a mandatory requirement of this Competition for Tenderers to complete the Tender Response Document (“TRD”) provided as a separate attachment to this RFT. The purpose of the TRD is to simplify and streamline the tender response process for all Tenderers and to simplify and streamline the evaluation process for the Contracting Authority.

- 1.4. This public procurement competition will follow the open procedure under the European Union Regulations 2016 (Statutory Instrument 284 of 2016).
- 1.5. Any contract that may result from this Competition (the “Framework Contract”) will be issued for a will be issued for an initial fixed term that shall not exceed **Two (2) Years**. (“*The Term*”), with the Contracting Authority reserving the right to extend the Framework(s) for a period or periods of up to one year thereafter with a maximum of two such extensions. It may, however, be terminated/discontinued by the Contracting Authority at its discretion at any point in between. The duration of the Framework shall not exceed four (4) years in aggregate.
- 1.6. The Contracting Authority promotes a policy of fair and equal participation by Small and Medium Enterprises (SMEs) in this competition. SMEs finding the scope beyond their technical or business capacity are encouraged, in line with paragraph 6.5, to explore collaboration possibilities with other SMEs or larger enterprises. Likewise, larger enterprises are encouraged, subject to paragraph 6.5, to find practical ways to include SMEs in their proposals, aiming to maximize the



social and economic benefits of potential any Contracts arising from this competition. Particular attention will be given to those who emphasise both local and sustainable sourcing.

## Section Two: Overview of the Contracting Authority

### 2.1. Background of the Contracting Authority

The Inland Fisheries Act 2010 (No. 10 of 2010) restructured the inland fisheries sector in Ireland, establishing Inland Fisheries Ireland (IFI) as the national agency responsible for the conservation, protection, management, marketing, development, and improvement of inland fisheries and sea angling resources. IFI replaced the Central Fisheries Board and seven Regional Fisheries Boards and was formally established on July 1st, 2010.

IFI operates under the Department of the Environment, Climate and Communications. Its principal function, as outlined in Section 7 (2) of the Inland Fisheries Act of 2010, is the protection, management, and conservation of the inland fisheries resource. The general functions of IFI are to:

- a) Promote, support, facilitate, and advise the Minister on the conservation, protection, management, marketing, development, and improvement of inland fisheries, including sea angling.
- b) Develop and advise the Minister on policy and national strategies relating to inland fisheries, including sea angling, and
- c) Ensure the implementation and delivery of policy and strategies developed under (b) as agreed with the Minister.

IFI protection staff use the latest technologies to provide an intelligence-led fisheries protection service throughout Ireland's 74,000 km of rivers and streams and 12,000 lakes, while also patrolling out to the 12-mile coastal limit. IFI's development and conservation teams work in cooperation with stakeholders and other agencies to restore damaged habitats to their natural state. IFI and its predecessors have a long history of contributing an evidence base to support the management, policy development, and provision of advice directed at the conservation, protection, and sustainable exploitation of Ireland's fish populations. The Research Division carries out applied fisheries research to assess the conservation status of Ireland's fish species, monitor fisheries stocks, and explore environmental issues impacting fish and their habitats. It also provides scientific advice to the Department of the Environment, Climate and Communications. **Download the Act: [Inland Fisheries Ireland Act 2010](#)**



## 2.2. Our Mission, Vision & Values

**Our Mission** is to protect, manage and conserve Ireland's inland fisheries and sea angling resources, maximising their sustainability and natural biodiversity.

**Our Vision** is to position Ireland's inland fisheries and sea angling resources as sustainably as possible for the benefit of future generations.

**Our values are:**

- We work collaboratively with professionalism
- We are open, transparent and accountable
- We act with respect and integrity
- We stay committed to stewardship and sustainability

## 2.3. Board Of Directors

Inland Fisheries Ireland is governed by a Board of 10 directors. Appointments are made by Ministers responsible for natural resources (three positions), the Minister responsible for rural affairs (one position) and by a Joint Oireachtas Committee (four positions). The remaining two positions are occupied by the Chief Executive Officer (ex-officio) and elected staff nominee.

The Board is responsible for shaping our priorities, providing strategic leadership and overseeing the implementation of organisation's statutory functions.

The Board has established a standing Audit and Risk Committee to oversee our key areas of financial and risk management.

## Section Three: Requirements & Specifications

Tenderers must address each of the issues and requirements in this Section of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the **Services**.

Please confirm the criteria below or give details where relevant and demonstrate you can deliver the merchandise within an agreed reasonable time. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

### 3.1. Background

The use of [environmental DNA \(eDNA\) sampling has become widespread across IFI](#) in applications for both the Research and Barrier Mitigation divisions as it is a non-invasive, cost-efficient, and reliable method to detect the presence of target species through water sampling. Inland Fisheries Ireland requires the service of a competent Contractor laboratory services to analyse filtered eDNA samples using both metabarcoding analysis, which detects the presence of multiple species, and qPCR analysis, which detects the presence of a single species.

eDNA analysis will be used by the BMD to support research and implementation of barrier mitigation options. The detection of protected aquatic species will inform the design of mitigation options, as well as the construction approach to be suitable for the protection of these species. As a research tool, eDNA will be used to understand the effects of barriers on species distributions as well as the effect of various types of barrier mitigations on fish and invertebrate distributions pre- and post-mitigation. eDNA is also being used across other research programmes in IFI to detect species of interest and concern such as invasive species. as per the Specification and Requirements at 3.3.

### 3.2. Aims and Objectives of Procurement

The main objectives of the framework are:

- To facilitate the widespread use of eDNA as a research and environmental assessment tool across IFI.
- To use eDNA data efficiently for the purposes of designing and constructing barrier mitigation projects in a way that is ecologically-informed and in line with relevant habitat legislation.
- Consolidate the use of laboratory services for eDNA extraction throughout IFI, ensuring compliance with procurement thresholds for goods and services set out in the Procurement Policy 2024 and proper contract management.
- Reduce the need for multiple small scale RFQs for eDNA services which could result in one supplier providing services that exceed procurement thresholds.
- Improve project efficiency and reduce costs associated with procurement of external suppliers to perform eDNA sampling analysis.

### 3.3. Scope of this Procurement

The aim of this Procurement is to setup a Framework for Environmental DNA extraction, metabarcoding, and qPCR analysis. Detailed below are the service requirements under the framework.

Two types of samples are collected by teams within IFI:

1. Frozen sample discs: Water samples are filtered through filter discs, and filter discs are frozen.
2. Preserved sample discs: water samples are filtered into a syringe filter/filter capsule and preserved in DNA preservation buffer.

Service requirements:

- Arrange for the collection and transport of frozen filter papers in bulk (approx. 300 samples per shipment) from Inland Fisheries Ireland, Castle House, 2001 Castle Drive, Citywest Business Campus, Dublin 24, D24 TE26. Samples in preserved filter papers will be shipped from within the Republic of Ireland at IFI's expense.
- Extraction of DNA from filter papers, and analysis. Analysis will fall under one or multiple of the following categories:
  - Metabarcoding of samples for all freshwater fish DNA using a common fish eDNA primer such as but not limited to Tele02 and/or MiFish-U;
  - qPCR for Freshwater pearl mussel *M. margaritifera*;
  - qPCR for White-clawed crayfish *A. pallipes*, Signal crayfish *Pacifastacus leniusculus* and crayfish plague *Aphanomyces astaci* (*Schikora*);
  - qPCR for other marine and freshwater species and invasive species (one or more species from the list provided in Appendix 1 of the TRD).
- Prepare data file for transfer to IFI for further statistical analysis and publication.
- Provide detailed methodology report to use in any future publications.
- Tenderers should be available to meet with IFI staff as required to aid with general project/contract management, and interpretation following delivery of results.
- Arrange for return of unused samples to IFI at the above address.

## Section Four: Selection Criteria

### 4.1. Compliant Tenders

Only those Tenderers who have: -

- a) Submitted compliant Tenders pursuant to Section 6.2 below, and
- b) Declared that either:
  - (i) no grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations (the “Exclusion Grounds”) apply to them, or
  - (ii) where any such Exclusion Grounds apply, and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations, it can provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of any relevant Exclusion Ground, and
- c) Declared that they satisfy the selection criteria for this Competition as set out in Section 4.2 below (the “Selection Criteria”), will be awarded any contract.

However, notwithstanding anything to the contrary in this Section 4.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) The Declarations and Statements in the TRD;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) all or any of the supporting documents specified at paragraph 4.2 below.

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

- (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and
- (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

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



- (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and
- (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.



## 4.2. Selection Criteria

Tenderers will either pass OR fail each of the Selection Criteria specified below in Sections 4.2.1 and 4.2.2.

A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

Tenderers are reminded that they may rely on the capacities of other entities in order to meet any of the Selection Criteria.

### 4.2.1. Economic and Financial Requirements

Tenderers must declare by way of ESPD that they satisfy the financial and economic standing 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.

#### Evaluation – Pass / Fail

1. Tenderers have a current Tax Clearance Certificate and will provide evidence to this effect on contract award.
2. Tenderers will be compliant with their social security and revenue obligations for the duration of any contract awarded.
3. Tenderers meet the minimum turnover requirement of **€120,000** over each of the last three financial years and will provide evidence from their auditors to this effect.
4. Tenderers shall provide evidence about the insurance policies specified in section 6.21 and in the below table:

<b>Type of Insurance Indemnity Limit</b>	
<b>Employer's Liability</b>	€12.7 million limit for any one claim or series of claims arising out of a single occurrence
<b>Public Liability</b>	€2.5 million limit for any one claim or series of claims arising out of a single occurrence
<b>Product Liability</b>	€6.5 million for each and every claim excluding defence costs
<b>Professional Indemnity</b>	€1 million limit for any one claim or series of claims arising out of a single occurrence



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

In the case of the Tenderer being a consortium, this financial criterion may be fulfilled by the consortium members as a whole.

Tenderers are encouraged to meet the minimum requirements stated in the tender documents by submitting a joint response as part of a joint venture or consortium. SMEs that consider the scope of this Competition beyond their current technical or business capacity are encouraged, subject to paragraph 1.6, to explore forming relationships with other SMEs or larger enterprises. Such collaborations enable participation in and contribution to the successful implementation of any resulting **Services** Contract, thereby enhancing social and economic benefits. Likewise, larger enterprises are encouraged, also subject to paragraph 1.6 to consider including SMEs in their proposals to maximise these benefits



## 4.2.2 Technical and Professional Ability

### Evaluation –Pass/Fail

Tenderers must declare in the Tender Response Document that they satisfy the technical and professional requirement(s) set out in Sections 3.1, 3.2 and 3.3 of the TRD, and that they are able, upon request and without delay, to provide the supporting documentation specified to the Contracting Authority in each case.

## 4.2.3 General Selection Criteria Relevant to All Procurements

### Previous Experience

*Tenders must provide details of 2 comparable contracts of a similar nature within the last three (3) years. The successful tenderer's nominated contacts for these contracts may be checked by the Contracting Authority at award stage (Please complete the relevant section in the Tender Response Document)*

**Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.**

In order to facilitate evaluation of responses, **Tenderers must submit the above within the Tenderer Response Document (TRD)**, completed in line with instructions provided in that document.



## Section Five: Award Criteria

### 5.1. Award Criteria Table

The **Services** Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

\*Attention should be paid to minimum qualifying thresholds for response.

<b>Total Available Marks</b>	<b>1000 (100%)</b>
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#### Criterion A: Compliance to Specification

<b>Description</b>	Tenderers must demonstrate the species and primers available for analysis by ticking next to the species/primer indicated in Appendix 1 of the TRD. Maximum marks will be awarded to the Tenderer with the highest number of detectable species ticked, with lower marks assigned proportionally. Minimum marks will be given if Tenderers tick 50% of those ticked by the highest scoring Tenderer.		
	<b>Weighting</b>	<b>Maximum Marks</b>	<b>Minimum Marks</b>
	35%	350	175

#### Criterion B: Delivery Time

<b>Description</b>	Tenderers should indicate the minimum and maximum turnaround time for delivering the services. Tenderers should provide the minimum and maximum turnaround time for Example analyses, following the details of example projects as described in the Pricing Document included in the TRD.		
	<b>Weighting</b>	<b>Maximum Marks</b>	<b>Minimum Marks</b>
	20%	200	100

#### Criterion C: Environmental Considerations

<b>Description</b>	Tenderers should demonstrate how they are to provide the services in the most environmentally friendly way, i.e. through minimising emissions, disposal of materials, use of recycled materials, etc.		
	<b>Weighting</b>	<b>Maximum Marks</b>	<b>Minimum Marks</b>
	5%	50	25



Criterion D: Price			
<b>Description</b>	Tenderers must complete the Pricing Document and the Form of Tender included in the TRD.		
	<b>Weighting</b>	<b>Maximum Marks</b>	<b>Minimum Marks</b>
	40%	400	200

### 5.1.1. Minimum Scoring Requirements for Qualitative Award Criteria

Tenderers are advised that, in order to be considered for award of the Contract, a **minimum score of 60% must be achieved for each qualitative award criterion** (i.e., all criteria except *Award Criterion D – Price*). Failure to achieve the minimum threshold on any of the qualitative criteria will result in the tender being excluded from further evaluation, regardless of the total overall score.

### 5.2. Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

<b>Cost Score</b>	=	Lowest Tendered Rate	x	Maximum Number of Marks Available
		Tendered Rate under evaluation		



### 5.3. Methodology for scoring Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	An outstanding response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
<b>Less than 50% is unacceptable</b>		

Marks within the defined scoring ranges above may be awarded where tender responses demonstrate merit beyond the minimum requirements, in accordance with the evaluation criteria.



## 5.4. Tie-Break Rules

In the event that there is a tie for the last available place, the following tie-break approach will be adopted:

The Tenderer who has been awarded the highest marks for total Qualitative Award Criteria (A to C) combined (Non-Cost) of their Tender will be deemed to be the most economically advantageous tender (“MEAT”), and therefor ranked the highest on the Framework.

In the event the Tenderers receive the same marks for the Qualitative Award Criteria (Non-Cost) element of their Tender, the Tenderer who has been awarded the highest marks for Criterion A of their Tender will be deemed the MEAT, and therefor ranked the highest on the Framework.

## 5.5. Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

## 5.6. Verification

Award of contract may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

## 5.7. Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority’s concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.



The Contracting Authority considers that an abnormal low tender to be one or more of the following:

- >15% Below the average of the compliant bids
- >15% Below the pre-tender estimate

## 5.8. Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

## 5.9. Presentation of Proposals

Tenderers may be required to make an online presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 6.8). Performance at presentations will NOT be evaluated.

## 5.10. Standstill Period

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

Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.



## 5.11. Return of Signed Contracts

The successful Tenderer(s) must sign and return the Framework Agreement and Services Confidentiality Agreement to the Contracting Authority no later than seven [7] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed any call offs Contract(s) under the Framework and in accordance with paragraph 6.1.2 below.

Where the signed Framework Agreement and Services Confidentiality Agreement as not been received by the Contracting Authority within the period as specified in tender document then the Contracting Authority may proceed to offer an award to the next highest-ranked Tenderer in accordance with the above.



## Section Six: Instruction to Tenderers

### 6.1. Important Notices

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

**6.1.2** The Contracting Authority does not bind itself to accept any Tender.

This RFT does not constitute an offer or commitment to enter into a **Services** Contract.

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

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written **Services** Contract has been executed by or on behalf of the Contracting Authority.

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

The Contracting Authority may cancel this Framework Competition or, for the avoidance of doubt, any individual Lot at any time prior to a formal written Contract being executed by or on behalf of the Contracting Authority.

The award of a **Services** Contract does not confer exclusivity on the successful Tenderer.

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



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

**6.1.4** In this clause 6.1.4, “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 Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 6.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the [etenders.gov.ie](http://etenders.gov.ie) website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition .

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



In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

**6.1.6** Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.



## 6.2. Compliant Tenders

**6.2.1.** If a Tenderer fails to comply in any respect with the requirements of this paragraph.

The Contracting Authority reserves the right to reject the Tenderer's Tender Submission 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 (electronic) clarification from the Tenderer;
- seeking further information from the Tenderer;
- waiving a requirement, which in the Contracting Authority's view, is nonmaterial or procedural.

### **Tenderers are required:**

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD") which is available to download separately from [www.etenders.gov.ie](http://www.etenders.gov.ie). Alternatively, Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:
  - i. the information contained in it continues to be correct; and
  - ii. that they satisfy the Selection Criteria for this Competition as set out at Section 4.2 below;
- (b) To submit all documentation which this RFT requires to be submitted;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the Tenderer's Statement required under paragraph 6.4, below;
- (f) Not to alter or edit this RFT in any way

**6.2.2.** Without prejudice to the generality of paragraph 6.2.1, failure to comply with paragraphs 6.6.1, 6.6.2, or 6.6.3 below will render the Tender non-compliant and it will be rejected.

## 6.3. **Services Contract**

**6.3.1.** Tenderers should also note the terms and conditions of the Framework and any potential future **Services Contract**, attached in the tender pack with this RFT.

**6.3.2.** Tenderers are required to confirm their acceptance of the terms and conditions of the Framework and any potential **Services Contract**.



**6.3.3.** Tenderers may not amend the Framework Agreement of **Services** Contract.

## 6.4. Acceptance of RFT Requirements

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

## 6.5. 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 Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

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

## 6.6. Tender Submission Requirements

**6.6.1.** Tenders must be submitted via the electronic post-box available on [www.etenders.gov.ie](http://www.etenders.gov.ie) (the "Electronic Platform"). Only Tenders submitted to the electronic post-box will be accepted.



Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required Tender documentation before the initial Tender Deadline (as defined in paragraph 6.6.2) has passed. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the “Submit Response” button will be disabled automatically upon the expiration of the response deadline.

#### **6.6.2. Tender Deadline**

Subject to paragraph 6.8.1 of this RFT, Tenders must be received not later than **the date notified on the cover of this RFT** (the “Tender Deadline”).

**6.6.3.** Tenders must be submitted in English.

**6.6.4.** Subject to paragraph 6.14 and 6.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT for each Lot.

**6.6.5.** All Tenders submitted in soft copy must be compiled such that they can be read immediately using for example, PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

## **6.7. Queries and Clarifications**

**6.7.1.** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on the Electronic Platform [www.etenders.gov.ie](http://www.etenders.gov.ie). Subject to paragraph 6.8.1 of this RFT, queries must be submitted by no later than **Tuesday 28<sup>th</sup> July 2026 at 14:00pm**. For the avoidance of doubt, Tenderers may not contact the Contracting Authority regarding any aspect of this Competition.



- 6.7.2.** All responses to queries will be issued by the Contracting Authority via the messaging facility on the Electronic Platform [www.etenders.gov.ie](http://www.etenders.gov.ie) Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 6.7.3.** The Contracting Authority reserves the right to issue or seek written clarifications via the Electronic Platform.
- 6.7.4.** The Contracting Authority reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the Electronic Platform.
- 6.7.5.** Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on the Electronic Platform, in order to receive all responses to queries and other updates in relation to this Competition.

## **6.8. Tendering Cost**

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

## **6.9. Confidentiality**

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



## 6.10. Pricing

- 6.10.1.** All Tenderers must complete the Pricing Schedule in the Tender Response Document.
- 6.10.2.** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 6.10.3.** Tenderers must confirm that all prices quoted in the Tender will remain valid for the term of the contract commencing from the Tender Deadline.
- 6.10.4.** Any currency variations occurring over the term of the **Services** Contract shall be borne by the Tenderer.
- 6.10.5.** Payments for **Services** provided pursuant to this RFT shall be subject to and made in accordance with the **Services** Contract.

## 6.11. Environmental, Social and Labour Law

- 6.11.1.** In the performance of any 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 goods or related services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 6.11.2.** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. 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.

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

## **6.12. 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.

## **6.13. Registrable Interest**

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

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie). The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any **Services** Contract entered into by a Tenderer.



## 6.14. Anti-Competitive Conduct

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

## 6.15. Industry Terms Used in RFT

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

## 6.16. Freeform of Information

**6.16.1.** Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed.

**6.16.2.** Tenderers are asked to consider if any of the information supplied by them in their tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act. 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.

## 6.17. Tax Clearance

It will be a condition of any **Services** Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic

tax laws. Tenderers are referred to [www.revenue.ie](http://www.revenue.ie) for further information. Prior to the award of any **Services** Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

## 6.18. Conflict of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition and/or terminating any **Services** Contract entered into by a Tenderer.

## 6.19. Withdrawal from Competition

Tenderers are required to notify the Contracting Authority immediately, via the Electronic Platform, if at any stage they decide to withdraw from participation in this Competition.

## 6.20. Insurance

**6.20.1.** The successful Tenderer(s) shall be required to hold, for the term of any Contract awarded, insurances of the type and to the level specified in the table below. Tenderers should note that they are not obliged to have insurances in place in order to enter into a **Services** Contract with the Contracting Authority. The types of and levels of insurance required are not likely to exceed the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7m
Public Liability	€2.5m
Product Liability	€6.5m
Professional Indemnity	€1m



**6.20.2.** By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Contract arising from this tender competition;

- a) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified in the relevant RFT.
- b) confirm that the territorial limits and jurisdiction of the insurance policies will include Ireland and
- c) confirm that they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract.

**6.20.3.** The successful Tenderer will, during the term of any 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.



## **Appendix 1: Electronic European Single Procurement Document (eESPD)**

The Electronic European Single Procurement Document is available to download separately from [www.etenders.gov.ie](http://www.etenders.gov.ie) and must (in accordance with paragraph 4.1 of the RFT) be submitted with the Tenderer's Tender in response to this RFT.



## **Appendix 2: Pricing Schedule**

The Pricing Schedule consists of a Pricing Document with Notional Tender Prices to be completed in the Form of Tender section of the Tender Response Document.



## **Appendix 3: Declaration as to Personal Circumstances of Tenderer & Tenderer Statement**

Both the Tenderer Statement & Declaration as to Personal Circumstances tender documents can be found in the Tenderer Response Document.

Tenderers must return signed copies of both with their Tender Submission.



## Appendix 3A: Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenders and candidates should note the requirements under Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of a foreign financial contribution, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.



## Appendix 3A: Schedule A-Declaration of No Foreign Financial Contributions

*[Tenderers shall complete and return the following form]*

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has not been in receipt of any foreign financial contributions]

TO: Inland Fisheries Ireland (the “Contracting Authority”)

RE: RFT for the provision of XXX

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560

**Signed**

**Notifying Party**

---

**Authorised Signatory**

**Registered Address:**

**(Print Name)**

**Date**



## Appendix 3A: Schedule B-Declaration that any Foreign Financial Contributions are non-notifiable having regard to the de minimis threshold.

*[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed de minimis aid as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period.]*

### **Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

#### **1. Description of the public procurement (Section 1 of Form FS-PP)**

#### **2. Information about notifying parties (Section 2 of Form FS-PP)**

#### **3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

#### **4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere. The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

**Date:**



[Signatory 1]

[Signatory 2]

**Name:**

**Name:**

**Organisation:**

**Organisation:**

**Position:**

**Position:**

**Address:**

**Address:**

**Phone Number:**

**Phone Number:**

**Email:**

**Email:**

**Signed:**

**Signed:**



## Appendix 3A: Schedule C-Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)

*[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]*

### **Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

- 1. Description of the public procurement (Section 1 of Form FS-PP)**
- 2. Information about notifying parties (Section 2 of Form FS-PP)**
- 3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

### **4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere. The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

**Date:**



**[Signatory 1]**

**[Signatory 2]**

**Name:**

**Name:**

**Organisation:**

**Organisation:**

**Address:**

**Address:**

**Phone Number:**

**Phone Number:**

**Email:**

**Email:**

**Signed:**

**Signed:**

**Table**

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration:

<b>Third Country</b>	<b>Brief Description of the Financial Contributions</b>
<b>Country A</b>	
<b>Country B</b>	
<b>Country C</b>	
<b>Country D</b>	



## Appendix 3A: Schedule D- Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)

*[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]*

### **Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

- 1. Description of the public procurement (Section 1 of Form FS-PP)**
- 2. Information about notifying parties (Section 2 of Form FS-PP)**
- 3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

### **4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.



**Date:**

**[Signatory 1]**

**[Signatory 2]**

**Name:**

**Name:**

**Organisation:**

**Organisation:**

**Position:**

**Position:**

**Address:**

**Address:**

**Phone Number:**

**Phone Number:**

**Email:**

**Email:**

**Signed:**

**Signed:**



**Table**

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

<b>Third Country</b>	<b>Type of Financial Contribution (FC)</b>	<b>Brief Description of the Financial Contributions (FC)</b>	<b>Estimated Value of the Financial Contribution (FC)</b>
Country A			
Country B			
Country C			
Country D			



## Appendix 3A: Schedule E- Notification of Foreign Financial Contributions

*[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three (3) years prior to notification, valued equal to or greater than €4M per third country].*

### **Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

#### **1. Description of the public procurement (Section 1 of Form FS-PP)**

#### **2. Information about notifying parties (Section 2 of Form FS-PP)**

#### **3. Foreign Financial Contributions (Section 3 of Form FS-PP)**

**3.1.** For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

**3.1.1.** In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

**3.1.1.1.** Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

yes  no

**3.1.1.2.** Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?



yes  no

**3.1.1.3.** Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

yes  no

**3.1.1.4.** In the case the notifying party in question is not an SME:

**3.1.1.4.1.** has the notifying party's book debt to equity ratio been greater than 7,5 for the past two years.

and

**3.1.1.4.2.** has the notifying party's EBITDA interest coverage ratio been below 1,0 for the past two years?

yes  no

**3.1.1.5.** If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying Party (ies)  yes  no

**3.1.1.6.** If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes a significant own contribution by the notifying party and provide details of that plan.

**3.1.1.7.** If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest



profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

**3.1.2.** Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

yes  no

**3.1.3.** Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

yes  no

**3.1.4.** Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

yes  no

**3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:

**3.2.1.** Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).

**3.2.2.** Third country granting the financial contribution. Specify also the granting public authority or entity.

**3.2.3.** Amount of each financial contribution.

**3.2.4.** Purpose and economic rationale for granting the financial contribution to the party

**3.2.5.** Whether there are any conditions attached to the financial contributions as well as its use.



**3.2.6.** Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).

**3.2.7.** Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).

**3.2.8.** Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).

**3.2.9.** Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.

**3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

#### **Table 1**

Information to be included in Table 1 below by notifying parties.

- I. Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.
- II. Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.



- III.** For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- IV.** Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
- a. Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
  - b. do not take into account foreign financial contributions excluded according to points (v) and (vi) below.
- V.** Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
- a. Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
  - b. Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
  - c. Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
  - d. Foreign financial contributions below the individual amount of EUR 1 million



VI. The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

Third Country	Type of Financial Contribution (FC)	Brief Description of the Financial Contributions (FC)	Total Estimated Value of the Financial Contribution (FC)
Country A			
Country B			
Country C			
Country D			

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

\* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other.

\*\* General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, ‘tax exemption for the production of product A and R & D activities’, ‘several loans with State-owned banks for purpose X’, ‘several financing measures with State



investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

\*\*\* Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'.

#### **4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)**

**4.1.** For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

**4.2.** The elements may in particular refer to:

**4.2.1.** The economics of the manufacturing process, of the services provided or of the construction method;

**4.2.2.** The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;

**4.2.3.** The originality of the work, supplies or services proposed by the tenderer;

**4.2.4.** Compliance with applicable obligations in the fields of environmental, social and labour law;

**4.2.5.** Compliance with obligations regarding subcontracting.

#### **5. Possible Positive Effects - (Section 5 of Form FS-PP)**

**5.1.** If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify



when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

## **6. Supporting Documentation – (Section 6 of Form FS-PP)**

Notifying parties are required to provide the following for each notifying party:

**6.1.** Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.

**6.2.** Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board: Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.

**6.3.** An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.

**6.4.** Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

## **7. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best



estimates of the underlying facts, and that all the opinions expressed are sincere. The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

**Date:**

**[Signatory 1]**

**[Signatory 2]**

**Name:**

**Name:**

**Organisation:**

**Organisation:**

**Position:**

**Position:**

**Address:**

**Address:**

**Phone Number:**

**Phone Number:**

**Email:**

**Email:**

**Signed:**

**Signed:**



## Appendix 4 – Goods/Services Contract

Any Contract issued under this Framework will follow the most up to date Office of Government Procurement (OGP) Standard Services Contract <https://www.gov.ie/en/office-of-government-procurement/collections/request-for-tender-and-contracts-templates/>



## Appendix 5: Confidentiality Agreement

The Confidentiality Agreement is attached as a separate Tender Document and is included in the Tender Pack.