



**T.068/2026**

**Tender Deadline: 15:00 hrs. on Friday the 28<sup>th</sup> of August 2026**

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## Part 1: Introduction

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- 1.1 **The Commissioner of An Garda Síochána** (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the supply of the goods as described in Appendix 1 to this RFT (the “Goods”).
- 1.2 In summary, the Goods comprise the supply of Motorcycle Helmets for An Garda Síochána. Please refer to appendix 1 for a detailed specification of requirements.
- 1.3 This public procurement competition (the “Competition”) will be conducted in accordance with the **accelerated open procedure** under regulation 27 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Goods Contract”) will be issued for a term of three (3) years. (“the Term”).
- 1.4 The Contracting Authority reserves the right to extend the Term for a period or periods of up to twelve (12) Months with a maximum number of two (2) such extension or extensions, on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.5 The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed Good Contract may amount to some **€500,000** (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.6 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 Goods 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 Goods Contract that may result from this Competition.

## Part 2: Instructions to Tenderers

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### 2.1 IMPORTANT NOTICES

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

**2.1.2** The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Goods Contract.

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

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

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

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

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

**2.1.4** In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection 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 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this

Competition.

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

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

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

## 2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). 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 part 3.2 below;
- (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 part 3.2 below.

- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (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 within this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

**2.2.2** Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraphs 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

## **2.3 GOODS CONTRACT**

- 2.3.1** Tenderers should note the terms and conditions of the Goods Contract at Appendix 5 to this RFT.
- 2.3.2** Tenderers are required to confirm their acceptance of the terms and conditions of the Goods Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Goods Contract.

## **2.4 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. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

## **2.5 CONSORTIA 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 and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

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

## 2.6 TENDER SUBMISSION REQUIREMENTS

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

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

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

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

- 2.6.2 Tenders must be received not later than **15:00 hrs. on Friday the 28<sup>th</sup> of August 2026** ( the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

- 2.6.3 Tenders must be submitted in English.

- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word, Microsoft Excel or PDF Format. Tenderers must ensure that the document(s) submitted is text searchable using non-OCR software i.e. IT MUST NOT BE A DOCUMENT THAT HAS BEEN SCANNED AS AN IMAGE OR PROTECTED AGAINST SEARCH. The Contracting Authority is not responsible for corruption in electronic documents.

Tenderers must ensure electronic documents are not corrupt. Tenderers must not exceed the stated maximum word count limits specified where they are stated within each Award Criterion and Sub-Criterion in the Tender Response Document. Any additional pages in excess of the maximum word count limits specified WILL NOT be considered for evaluation. Tenderers also must not insert additional items, hyperlinks or make any alterations to the formatting of the Tender Response Document (TRD). Any information submitted in this manner will be disregarded and will not be evaluated.

## 2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Queries will be accepted no later than **15:00 hrs. on Friday the 21<sup>st</sup> of August 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](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.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on [www.etenders.gov.ie](http://www.etenders.gov.ie), in order to receive all responses to queries and other updates in relation to this Competition.

## 2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.
- 2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or participation in field trials (if any) will be borne exclusively by the Tenderer.

## 2.9 CONFIDENTIALITY

- 2.9.1 All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of 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.

## **2.10 PRICING**

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 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.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Goods Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Goods supplied under this RFT shall be made subject to and in accordance with the Goods Contract at Appendix 5 to this RFT.
- 2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective date of the goods contract (as defined in the Goods Contract) and on subsequent anniversaries of the Effective Date thereafter, by agreement between the parties and then only by the percentage by which the Consumer Price Index (CPI) sub index - Classification of Individual Consumption according to Purpose (COICOP) Division 03: Clothing & Footwear / (COICOP) Division 09.2.2.1 Sporting equipment, has increased or decreased in the edition of the Index published by the Central Statistics Office (CSO) of Ireland most recently prior to that anniversary.

## **2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW**

In the performance of any Goods 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 provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

## **2.12 PUBLICITY**

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

## **2.13 REGISTRABLE INTEREST**

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender 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, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Goods Contract entered into by a Tenderer.

## **2.14 ANTI-COMPETITIVE CONDUCT**

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

## **2.15 INDUSTRY TERMS USED IN THIS RFT**

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

## **2.16 FREEDOM OF INFORMATION**

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its 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 Goods Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to [www.revenue.ie](http://www.revenue.ie) for further information. Prior to the award of any Goods Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax

status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

## 2.18 CONFLICTS OF INTEREST

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

## 2.19 WITHDRAWAL FROM THIS COMPETITION

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

## 2.20 SITE VISIT

### 2.20.1 Not Used

## 2.21 INSURANCE

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

| Type of Insurance                                                                                                                                                                                                                                                                                                                      | Indemnity Limit                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>Employer's Liability</b>                                                                                                                                                                                                                                                                                                            | €13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year |
| <b>Public Liability</b>                                                                                                                                                                                                                                                                                                                | €6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year  |
| <b>Product Liability</b>                                                                                                                                                                                                                                                                                                               | €6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year  |
| *In the case of Employer's Liability and Public Liability Insurances, an indemnity to Principals clause must be included. The Contractor shall be responsible and take due precautions for the safety and custody of any plant / equipment / materials required for the delivery of the goods on the Contracting Authorities premises. |                                                                                                                |

- 2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Goods Contract under this Competition, (i) they will, from the Effective Date of the Goods Contract (as defined in the Goods Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1 (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above . A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Goods Contract.
- 2.21.3 The successful Tenderer will, during the term of the Goods Contract, be required to:
- (a) immediately advise the Contracting Authority of any material change to its insured status;
  - (b) produce proof of current premiums paid upon request;
  - (c) produce valid certificates of insurance upon request.

## 2.22 SAMPLES

- 2.22.1 Tenderers should note that as part of the requirement to provide samples under the Selection Criteria, Tenderers must, when submitting the sample(s), pay special attention to the data sheets, testing and documented evidence requirements as part of the submission, as detailed under paragraph 3.2.B (iii) and as outlined in each of the individual specifications in Appendix 1B.
- 2.22.2 Tender must submit all test reports, data sheets and documented evidence requirements for Goods samples as laid out in the goods specifications (appendix 1) as part of the submission via the electronic post-box with their Tender Response Documents
- Test reports, data sheets and documented evidence requirements must NOT under any circumstances be submitted with Goods samples, but should be uploaded along with their written tender response documents. Tenderers who submit their Test reports, data sheets and documented evidence requirements with their Tender samples may be deemed non-compliant.
- 2.22.3 All documentation and manuals submitted must be in the English language only.
- 2.22.4 Tenderers must apply for **Unique Anonymous Tender ID** prior to the close of clarifications on **Friday 21<sup>st</sup> of August 2026 at 12:00hrs**, applications must be through the eTenders messaging portal. Tenderers will then be issued their Unique Anonymous Tenderer ID.
- Tenderers must when referencing their Tender Goods samples use the Unique Anonymous Tender ID provided to them. Branded packaging may not be accepted and any samples received outlining any indication of tenderer name (other than Unique Anonymous Tenderer ID) will be deemed non-compliant.
- For the avoidance of doubt, brand names and manufacturers names may remain on the samples for Commercial off the Shelf (COTS) samples, however Tenderer's details must not

be included. Labels (in particular, those relating to CE marking) should remain and if they contain the tenderer's own name, this should be covered over and replaced with the Tenderer's Unique ID. It is acceptable for example, to use a marker pen, laundry pen, additional label or similar to cover over the Tenderer's name.

- 2.22.5 Tenderers must supply three white motorcycle helmets with the proposed communications headset installed to the helmet, in full compliance with ECE Regulation ECE-R 22.06 UA or equivalent international standard. Tenderer must supply two (2) extra-large, XL/61 helmets and one (1) large, L/59 helmet for the wearer trials.

Samples must be delivered to:

**The Procurement Office,  
Garda Headquarters,  
Phoenix Park,  
Dublin 8.**

Before the Tender Deadline set out in section 2.6.2.

## Part 3: Selection and Award Criteria

### 3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

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

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

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, 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 eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any 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 ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

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

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

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) 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;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any 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 and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Goods and 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) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

## 3.2 SELECTION CRITERIA

**3.2** Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

### **3.2.A Economic and Financial Standing**

Tenderers must declare by way of eESPD 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.

Tenderers must demonstrate a minimum average annual turnover of **€250,000** over the last three years.

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.

### **3.2.B Technical and Professional Ability**

Tenderers 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.

#### **3.2.B.1 Experience**

Tenderers must have successfully undertaken one (1) contracts within the last three (3) years which demonstrate that the Tenderer has delivered similar Goods and support and maintenance services to those as set out in Appendix 1.

#### **Rule: Pass/Fail**

Tenderers must provide one (1) relevant reference to demonstrate this capacity to provide Motorcycle Helmets with support and maintenance services at a similar scale to An Garda Síochána requirements. The reference in respect of the contract must clearly state the following:

- i. the quantum of Helmets provided;
- ii. Details of any maintenance and, or support service provided by the Tenderer in the provision of the contract, (i.e. support and maintenance of embed electronic communications)
- iii. the date and term/duration of the contract; and
- iv. relevant contact details which may be used for verification purposes.**
- v. The tenderer needs to seek permission of the referees to allow AGS to contact

them to verify the references.

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

### **3.2.B.2 Compliance with the Goods Specification – (Tender Goods Samples)**

Tenderers must demonstrate the suitability of the goods proposed by submitting with their Tender(s) samples of the goods proposed free of charge and at no cost to the Contracting Authority. Samples to unsuccessful tenderers will be available for collection (at the tenderers cost) once the competition is complete.

#### **Goods Specifications**

Appendix 1 of this RFT comprises specifications relating to both the design and construction of the Motorcycle Helmets (the “Specifications”). The Contracting Authority will assess the samples provided in response to this criterion 3.2.B.1 in terms of compliance with the relevant Specifications in Appendix 1.

Where EN standards and test methods (or equivalent) are stipulated in the “Performance & Conformity Requirements” section of the Goods Specifications in Appendix 1, Tenderers must submit as part of their Tender response uploaded to eTenders, a copy of all of the listed documents requested. **Failure to provide the documentation in the Performance & Conformity Requirements in the Specifications may result in elimination of the Tender from the Competition.**

#### **Assessment Process & Criteria**

All samples submitted will be technically assessed by the Contracting Authority’s technical experts to ensure compliance to the specifications in appendix 1.

#### **Sample Requirements**

As per section 2.22 Samples, of this RFT, Tenderers must reference their Tender samples with the Tenderers unique ID and must be submitted in plain packaging. Goods samples must be marked with the actual Helmet size for the samples provided.

#### **Performance & Conformity Requirements**

Tenderers must submit the required documentation as detailed in the goods specification provided in Appendix 1 of this RFT. Tenderers must provide with their samples in the Tenderer’s Tender response a copy of all of the listed requirements in the “Performance & Conformity Requirements” section of the goods specification.

As per section 2.22.2 (Samples) Tenderers must submit all test reports, data sheets and documented evidence requirements for Goods samples as part of the submission via the electronic post-box with their Tender Response Documents.

### **3.2.B.3 Environmental Considerations:**

All Tenderers must declare by way of eESPD that they satisfy the professional requirement(s) set out below and that they shall over the term of the contract conform to the environmental requirements set out below, and that they are able, upon request and without delay, to provide supporting accredited documentation to

the Contracting Authority.

Tenderers must demonstrate that they, their manufacturers, and any manufacturers' sub-contractors / materials / Fabric producers implement processes in order to mitigate against environmental impacts.

**Tenderers must complete and submit the Environmental Technical and Professional Ability (Self Declaration) included in the Tender Response Document**, as part of the Tender Submission. Prior to the award of any contract deriving from this Tender process the highest ranked Tenderer will be required to provide accredited documentation by way of an accredited independent report, supporting the information under this section 3.2.B.3 of this RFT.

|                                                          | Requirement                                                                                                                                                                                                                                                                                                                                         | Verification:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Substances on REACH candidate list:</b>               | The tenderer must declare the presence of any substances on the REACH Candidate List for substances of very high concern (**) at a concentration of greater than 0.1 % (by weight) in the finished product.                                                                                                                                         | The preferred Tenderer must provide a valid REACH Article 33(2) declaration for all manufactured Goods prior to contract award. If Candidate List substances are declared as being present, they must be identified.                                                                                                                                                                                                                                                                                                                                                              |
| <b>Substances to be tested for on the final product:</b> | The final supplied product must not contain the substances listed in the REACH Annexes at greater than the individual or sum total concentration limits. This must be demonstrated by laboratory testing of a sample of each Good during execution of the contract. The contracting authority re-serves the right to request further random checks. | The preferred Tenderer must provide a statement confirming their compliance with these requirements. Each Good sample must be analysed by a laboratory accredited to carry out the relevant tests according to ISO 17025 or by the accreditation body for a textile testing scheme that requires product testing. Certificate(s) demonstrating compliance must be provided prior to contract award.<br><br>Where the test methods are the same, test results from valid Type I ecolabels, including the EU Ecolabel, Oeko Tex 100, Bluesign, GOTS or equivalent will be accepted. |
| **Please refer to the REACH Annexes                      |                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

#### 3.2.B.4 Assessment of the Quality Audit:

All Tenderers must provide evidence that they satisfy the Assessment of the

quality audit requirement, by providing either a valid ISO 9001 certificate or an equivalent documented Quality Management System (QMS). Evidence should be provided for their own business.

- Valid ISO 9001 certificate or equivalent QMS = pass
- No evidence of ISO 9001 certificate or equivalent QMS provided = fail

**Tenderers shall note that by submitting a Tender response to this competition, Tenderers will be deemed to have available at the time of their Tender submission, all verification documentation for all self-declared criteria above, for themselves or on behalf of their nominated manufacturers, manufacturers' sub-contractors or Fabric producers.**

**Tenderers must provide the supporting documentation specified above without delay (within seven (7) days) when requested by the Contracting Authority. Failure to have the required documentation available on request at any time or particularly prior to award of contract, the Tenderer may be eliminated from the competition and the Contracting Authority may turn to the next highest ranked tenderer in the competition.**

### 3.3 AWARD CRITERIA

- 3.3.1 Only those Tenderers who have qualified in accordance with paragraph 3.1 and 3.2 of this RFT will proceed to be evaluated under this paragraph 3.3.

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

**Table 2: Award Criteria**

3.3.2

| QU | Award Criteria                                                                                                                      | Maximum Marks Available | Minimum Marks Required |
|----|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------|
| A. | Functionality and User Comfort Assessment                                                                                           | 300                     | 180                    |
| B. | Quality of the proposed Warranty and Support Model<br>(Including the approach to providing training to contracting authority staff) | 200                     | 120                    |
| C. | Proposed Delivery Lead Time                                                                                                         | 100                     | NA                     |
| D. | Environmental Sustainability                                                                                                        | 100                     | 60                     |
|    | Sub-Total Technical Quality                                                                                                         | 700                     | 360                    |
| D. | Cost                                                                                                                                | 300                     | N/A                    |
|    | Overall Total                                                                                                                       | 1,000                   | 360                    |

#### 3.3.3 Scoring Scheme

##### 3.3.3.1 Functionality and User Comfort Assessment (Award Criterion A)

The details of the Functionality and User Comfort are set out in appendix 1. Each Tenderer's Helmet will be trialled by three Garda Motorcycle Unit Members. The Helmet will be trialled on the following five (5) dimensions as follow:

| Dimension      | Maximum Marks Available | Minimum Marks Required. |
|----------------|-------------------------|-------------------------|
| Fit            | 50                      | 30                      |
| Comfort        | 50                      | 30                      |
| Usability      | 50                      | 30                      |
| Performance    | 50                      | 30                      |
| Communications | 100                     | 60                      |
| Total Marks    | 300                     | 180                     |

Each Trialist will score the dimensions using the following scale:

| Score | Description                | Weight |
|-------|----------------------------|--------|
| 1.    | Unsatisfactory Performance | 0%     |
| 2.    | Satisfactory Performance   | 60%    |
| 3.    | Good Performance           | 75%    |
| 4.    | Very Good Performance      | 90%    |
| 5.    | Excellent Performance      | 100%   |

Each trialist will assign a score to each dimension. Each trialists scores will be aggregated and averaged to calculate an aggregate percentage score for each dimension for each sample. Then the percentage score will be applied to the Maximum Marks available for each dimension.

**Worked Example:**

| <b>Sample A: Fit</b>                                         |                |              |      |           |           |                  |
|--------------------------------------------------------------|----------------|--------------|------|-----------|-----------|------------------|
| Parameter                                                    | Unsatisfactory | Satisfactory | Good | Very Good | Excellent | Instructor Score |
| Trialist 1                                                   |                |              | ✓    |           |           | 75%              |
| Trialist 2                                                   |                |              | ✓    |           |           | 75%              |
| Trialist 3                                                   |                |              |      | ✓         |           | 90%              |
| <b>Overall Trialist X Percentage Score for Sample A: Fit</b> |                |              |      |           |           | <b>80%</b>       |
| <b>Maximum Marks Available for Fit</b>                       |                |              |      |           |           | <b>50 Marks</b>  |
| <b>Marks Awarded for Sample A: Fit</b>                       |                |              |      |           |           | <b>40 Marks</b>  |

The Samples must achieve the minimum score for each dimension. If a Tenderer's sample fails to achieve the minimum score for each dimension it will be excluded from the financial evaluation.

### 3.3.3.2 Scoring Scheme:

Criterion B. and D identified in the table above will be marked using the scoring guidance in Table 3 below.

The response to each sub-criterion will be given a score 1-7 and weighted back to the mark of each criterion.

Tenderers that have not achieved the required Minimum Marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the Cost Score (as per the formula set out at 3.3.4) of the Tenderers that have achieved the Minimum Marks.

**Table 3. Rating and score categories**

| BAND | SCORE RANGE | MEANING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7    | 90 – 100%   | <b>Excellent response that exceeds the requirements set out in the RFT:</b> the response provides great clarity and gives a comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.                                                                                                                                                                                                                                                                              |
| 6    | 80-89%      | <b>A very good response that fully meets all the requirements set out in RFT:</b> the response demonstrates a very high level of understanding of the requirements provides comprehensive detail and convincing assurance that the Tenderer will deliver to a very high standard                                                                                                                                                                                                                                    |
| 5    | 70-79%      | <b>A good response with very few minor weaknesses:</b> The response demonstrates a good understanding of the requirements set out in the RFT and gives sufficient detail and assurance that the Tenderer will deliver the requirements to a good standard.                                                                                                                                                                                                                                                          |
| 4    | 60-69%      | <b>A satisfactory response with a number of weakness and demonstrates a reasonable understanding of the requirement of the RFT:</b> The response provides reasonable understanding in relation to the requirements set out in the RFT. To achieve a higher score the tender would require to provide much greater specific detail and clarity in relation to the requirements, to give the evaluation team an assurance that the tender could deliver to a higher standard under the terms of the proposed contract |
| 3    | 30-59%      | <b>A response with reservations</b> The response does not provide sufficient convincing detail and <b>there is a risk</b> that the tenderer would not meet the requirements set out in the RFT. To achieve a higher score the tender would require to provide much greater detail and clarity in relation to the requirements set out in the RFT to give the evaluation team an assurance there is not a risk of non-delivery under the terms of the proposed contract                                              |
| 2    | 0-29%       | <b>A response where serious reservations exist.</b> Lacks full credibility/convincing detail, and there is a <b>significant risk</b> that the contract will be unsuccessful. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility                                                                                                                                                                   |
| 1    | 0%          | Response completely fails to address the criterion under consideration                                                                                                                                                                                                                                                                                                                                                                                                                                              |

3.3.4 In evaluating the proposed delivery lead time, the Contracting Authority will apply the following formula to calculate the marks awarded for this section,

|           |   |                                                                                                                   |                         |
|-----------|---|-------------------------------------------------------------------------------------------------------------------|-------------------------|
| Lead time | = | $\frac{\text{Lowest Proposed Delivery Lead Time}}{\text{Proposed Delivery Lead Time Under Consideration}} \times$ | Maximum Marks Available |
|-----------|---|-------------------------------------------------------------------------------------------------------------------|-------------------------|

|       |           |
|-------|-----------|
| Score | 100 Marks |
|-------|-----------|

**3.3.5** Only Tenderers who have achieved the minimum score for each of the award criteria under Technical Quality will be considered in the Cost evaluation.

In evaluating the proposed cost element, the Contracting Authority will apply the following formula to calculate the marks awarded for this section,

|                  |   |                                         |   |                                            |
|------------------|---|-----------------------------------------|---|--------------------------------------------|
| Pricing<br>Score | = | Lowest Proposed Total Cost              | x | Maximum<br>Marks<br>Available<br>300 Marks |
|                  |   | Proposed Total Cost Under Consideration |   |                                            |

Where a Tenderer has not submitted a compliant response to the proposed cost element of the Award Criteria, it will be eliminated from the Competition. Examples of non-compliant responses include Tenderers failing to complete the Pricing Schedule at Appendix 2 in accordance with the requirements set out therein.

### **3.3.6 Total Scores**

The marks awarded for proposed cost will be added to the marks awarded for overall technical quality for each Tenderer who has achieved or exceeded the minimum marks required for overall technical quality to establish the Total Score for each qualified Tender.

The Tenderer with the highest Total Tender Score may be recommended to enter into a contract with the Commissioner of An Garda Síochána to provide the requirement outlined in this Invitation to Tender. This tender document does not represent a commitment to enter into any contract. The Commissioner of An Garda Síochána does not bind itself to accept the lowest or any Tender and will not pay any compensation whatsoever in connection therewith. It reserves the right to reject in whole or in part any or all Tenders received.

### **3.3.7 Tie Break**

In the event that there are two or more Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer), the following tie-break rules will be adopted.

The Tenderer who has been awarded the highest marks for the total quality element (i.e. non-cost related element) of their Tender will be deemed to be the most economically advantageous tender ("MEAT").

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed below until such time as a MEAT can be determined:

Order of Tie Break Evaluation Award Criteria:

1. Functionality and User Comfort Assessment
2. Quality of the proposed warranty and support model

3. Environmental Sustainability
4. Proposed delivery lead time

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

**3.3.8** Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Goods Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

### **3.4 PRESENTATION OF THE SOLUTION**

Tenderers may be required to make a presentation of the proposed solution as part of the Tender Evaluation, specifically the assessment of Award Criterion A, the Quality of the Technical Solution Proposed. For the avoidance of doubt:

- The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8).
- The performance of the demonstrators at the presentations Will NOT be evaluated.

### **3.5 STANDSTILL PERIOD**

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

Authority and of the expiry date of the Standstill Period

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

### 3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Goods Contract and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than [insert number] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Goods Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

## Appendix 1: Requirements and Specifications

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**Tenderers must address each of the issues and requirements in this part 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 Goods. 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.**

### **1. Operational Context.**

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.

Garda Roads Policing members nationally support the Roads Policing initiatives set by our Garda National Roads Policing Bureau (GNRPB) which are:

- Reducing the number of deaths and serious injuries on our roads,
- Improving driver behaviour and attitudes through education and awareness campaigns, and
- Denying criminals use of the Irish road network.

Garda Motorcyclists play a significant role in supporting and delivering upon these initiatives. An Garda Síochána is committed to ensuring that our members have the best equipment to allow them to undertake their roles. Following consultation with our members and representative bodies, An Garda Síochána are now seeking to procure motorcycle helmets for our motorcyclists. This helmet must afford the highest level of protection to our members whilst also ensuring that it robust and comfortable for the challenges presented by the Irish climate.

An Garda Síochána require quality proven protective motorcycle helmets complemented with supply confidence and supported with the ability to provide ongoing sizing and fitting services for the duration of this contract. Tenderers must provide first class helmets and services through reliable manufacturing / service delivery agents.

### **2. Requirements.**

An Garda Síochána National Roads Policing Bureau requires the immediate provision of 140 Motorcycle Helmets. The Helmets must be delivered before the Friday the 30<sup>th</sup> of October 2026.

An Garda Síochána will require an additional 200 Motorcycle Helmets delivered in early 2027 and is providing for the supply of additional Motorcycle Helmets for new trainees and to allow for replacement of damaged helmets over the life of the Contact.

This specification contains information which is proprietary to An Garda Síochána or its agents and shall remain the property of An Garda Síochána and its agents. It is issued in strict confidence and must not be seen by any unauthorised person. The specification is supplied solely for the purpose of Tenderer responding to this Tender opportunity and shall not be copied or reproduced or used for any other purpose whatsoever without the express prior written permission of the An Garda Síochána or its agents as represented by the Intellectual property rights group.

Any colour shown in this document is for representation and should not be used for colour matching.

### **2.1. General Safety**

- The Helmet must be certified and marked with ECE Regulation 22-06 Homologation or equivalent international standard, and shall be designed to accommodate a communications headset specified by the Garda Síochána see below.
- The Helmet must have P/J Dual homologation and be certified as fully protective as both a closed full-face helmet and an open-face helmet with the chin bar locked in the raised position.
- The corresponding Approval (Homologation) Certificate for the Proposed Helmet must be supplied by the Tenderer to confirm compliance with this requirement, issued by an appointed approval authority.
- The Helmet must be supplied with the relevant Instructions for Use / User Manual.

### **2.2. Helmet Construction**



**Image provided for illustrative purposes only.**

- The Helmet must be suitable for professional motorcyclist in arduous conditions and for comfortable escort motorcycle use.
- The Helmet must be white with no contrast colours to the main helmet, and free from excessive visible branding (logos, trade names or similar).
- The helmet shall be modular design with integrated visor.
- Outer shell of helmet material to be reinforced (DFP) fiberglass composite matrix
- The helmet shell shall have an anti-scratch coating to improve resistance to surface scratching during normal use.
- Inner Impact liner of Expanded Polystyrene (EPS) to include features that maximize multi-directional impact management.
- Size Range: XS/53 to XXXL/65
- Weight Target:

- Sizes 53 to 59: Maximum 1700g ( $\pm 100$ g)
- Sizes 61 to 65: Maximum 1800g ( $\pm 100$ g)
- The helmet must have a compliant chinstrap retention system to minimise the risk of the helmet becoming dislodged or rolling off the wearer's head during impact or accident conditions.
- Chinstrap closure mechanism should be secure and positioned to eliminate pressure against the rider's larynx/throat.
- The helmet shall have an emergency-release function to allow easier removal of the helmet by trained medical personnel in the event of an accident.

### **2.3. Optics and Visor**

The Visor assembly to be composed of two visors, a primary visor and secondary sunshield visor

- Primary visor must be injection-moulded Optical Class 1, distortion-free, and require no tools for removal.
- The visor must incorporate an anti-fog Pinlock 120 (or equivalent) lens and visor insert system that creates an insulating air gap between the visor and insert lens to minimise condensation and maintain clear visibility.
- The secondary visor must be drop-down, providing sun shield protection.
- The visor assembly must lock securely when raised.
- The visor shall be anti-scratch coated, offer a wide field of view, and be certified as Class 1 for optical quality.

### **2.4. Climate Control and Ventilation**

- Chin bar must include an exchangeable/washable internal air filter to trap airborne particulates
- The interior padding must be modular to customize fit as required by the user, including allowing the user to remove pads at the cheek and temple for comfort.
- The interior shall be fully antibacterial, odour resistant, removable and washable.
- The helmet shall incorporate a multi-stage air channel to ensure an air flow at the top of the helmet which is designed to keep the head cool. The ventilation system must be able to be toggled open or closed.

### **2.5. Communications and Acoustics**

The helmet shell and internal impact liner must be certified under **ECE-R 22.06 UA (Universal Accessory)**.

- Helmet must ship with a fully integrated invisible communication system which must include a microphone, HD speakers and an antenna:



**Image provided for illustrative purposes only.**

- A communications headset must be supplied installed to the helmet, in full compliance with ECE Regulation **ECE-R 22.06 UA** or equivalent international standard.
- The installation must not compromise the structural safety of the helmet.
- The communications headset shall consist of the following elements:
  - Twin earpiece transducers;
  - Interconnecting wiring loom;
  - Coiled extension lead;
  - Single microphone transducer;
  - Waterproof 4-pole connector interface with motorcycle radio installation. The motorcycle radio in use is Motorola MXM 600 motorcycle radio.
  - The above components shall be suitably installed into the protective padding of the helmet.
- The proposed system should have integrated controls to be located at the edge of the helmet for accessibility during riding.
- The system must enable Bluetooth connectivity for intercom, with a minimum of 11 hours talk time while in Bluetooth mode. The solution must support connectivity with the rider's mobility device, (Samsung Android Devices are in use).
- The proposed system must support four- way communication.
- The proposed system must enable plug and play installation with HD voice transmission.
- A battery is to be supplied with the helmet to support the communication system.
- Helmet must achieve a maximum interior noise level of 85 dB(A) at 100 km/h on a standard unfaired motorcycle with the main visor fully closed.

## **2.6. Fabric and Fit**

- All interior fabrics must be certified under OEKO-TEX 100 guidelines
- Helmet must include fully removable and washable cheek pads, neck roll, and crown lining.
- Helmet must support modular, interchangeable fit pads to adjust the fit across the crown, sides, and back of the head.

## **2.7. Packaging Requirements**

Each helmet must be delivered in an individual helmet box with the helmet placed in a protective cloth, drawstring storage bag. To prevent movement during transport, bubble wrap/protective cardboard inserts (or equivalent) should be used to secure the helmet into position within the helmet box. Each helmet shall be delivered with a silicone lubricant.

- Packaging Guide
  - Items must be packaged to ensure the product quality is not compromised during transit.
  - An appropriate safety warning must be printed on any plastic bag used.
- Labelling & Traceability Requirements
  - A label must be affixed to packaging to clearly show the product code, size and weight, An Garda Síochána Contract Reference Number, Purchase Order number, and date of manufacture. Note: The Contract Reference Number is T.068.2026 and will remain constant for the duration of the Contract. Separate order numbers will be used over the life of the Contract. The purchase order number will be confirmed for each order.
  - Internal labelling must include details of size/sizing and ECE safety certification tag (ECE R22-06).
- Presentation
  - Items must be clean, free from soiling, dirt, oil marks and thread ends prior to delivery.
- Delivery
  - Boxes must be double walled. Slash guard required.
  - Boxes to be packed with box stickers outward facing so they can be easily read when packed on the pallets.
  - Box stickers need to be 2 per carton – 1 on the short end and 1 on the long side.
  - Where possible do not mix sizes in the box, if an odd number of helmets are left over at the end of the packing process, then please identify the carton as mixed size box.
  - Palletised deliveries on Euro pallets, boxes to clear top of euro pallets by maximum of 1.2metres.

## **3. Future Proofing**

The Contracting Authority reserves the right to procure newer models of the product offered if the product is upgraded over the life of the Contract.

## **4. Cost:**

Tenderers are required to quote an all-inclusive cost per helmet including the communications equipment specified. Prices must be in Euro denomination and will indicate VAT separately

## **5. Lead time:**

It will be a condition of this contract that the successful Tenderer be in a position to deliver the products as quickly as possible but no later than the 30<sup>th</sup> of October 2026 to the Garda Stores in Santry, Dublin

9, Ireland. Tenderers will be scored on the delivery time offered as set out in award criterion 4.3 of the Tender Response Document and section 3.3.4 of the Instructions to Tenderers.

Tender responses must indicate, if they are successful, the lead time between contract signing, and delivery of 140 helmets, to the Garda Stores in Santry, Dublin 9, Ireland. A shorter lead time will attain greater points.

## **6. Warranty.**

The successful Tenderer will be required to provide support and maintenance for the helmets and the acoustics system, including the provision of spare parts.

Tenderers must set out the warranty offered. Tenderers must describe the approach to the provision of maintenance and support whilst a system is under warranty and following the expiration of the warranty offered.

All helmets must come with at least a 24-month warranty, from date of delivery. Any greater warranty offered for all or some of the parts will attain a higher score. For the avoidance of doubt the cost quoted must include the cost of any extended warranty offered. In addition, it must be possible for the organisation to register products if required as opposed to any individual.

Tenderers are required to demonstrate that they have the necessary capacity and capability, including appropriately trained and experienced staff, to provide the goods and services that are the subject of this Tender.

The successful Tenderer will demonstrate that it has the technical and other facilities to ensure it can provide an efficient and effective service to An Garda Síochána.

## **7. Acceptance and testing.**

An Garda Síochána, will conduct acceptance testing to ensure the helmets meet the specifications as set out in this RfT.

## **8. Environmental Sustainability.**

Tenderers must demonstrate their ability to provide the goods in an environmentally friendly manner and to provide energy efficient products, which minimise environmental impact. Tenderers must provide;

- Details of Material Sustainability: Selection of materials that are durable to extend the life of the helmets, reducing the need for premature replacement.
- Details of the End-of-Life Management process: Details of processes to recycle materials used in construction and details of plans for proper disposal/recycling of the materials.
- Actions to reduce or minimize the environmental impact of the products proposed: E.g. actions to reduce hazardous substances in the materials used for the inflatable tubes and, where applicable, using bio-based or recycled materials.

Tenderers should also provide details of relevant ISO Certifications held (i.e. ISO14001), if available.

## 9. The Wearer Trial Process

The wearer trial will involve three Garda motorcyclists. Tenderers must supply three white motorcycle helmets with the proposed communications headset installed to the helmet, in full compliance with ECE Regulation ECE-R 22.06 UA or equivalent international standard. **Tenderers must supply two (2) extra-large, XL/61 helmets and one (1) large, L/59 helmet for the wearer trials.**

Each triallist will wear each Tenderer's motorcycle helmet while carrying out normal operational duties for a minimum of one tour of duty. The trial will be conducted, as far as practicable, under comparable operational conditions, including typical riding environments, weather exposure, communications use and normal motorcycle patrol activity.

The purpose of the trial is to capture structured rider feedback across the following assessment areas:

- Fit
- Comfort
- Usability
- Performance
- Communications

### 9.1 Fit (Maximum Marks Available 50 Marks; Minimum Marks Required 30 Marks)

The helmet must be supported by an effective fitting and sizing process that results in Garda motorcyclists being issued with a secure, stable and correctly fitting protective helmet.

Triallists will assess the quality of the fit, including crown fit, ear and cheek fit, pressure distribution and helmet stability during head movement. The assessment will consider whether the helmet remains secure without gaps, excessive movement, tight spots or pressure points that could affect comfort or safe operation.

Note 1: Where a Tenderer's sample does not fit the Garda motorcyclist for whom it was sized and fitted, and where that poor fit may create a health and safety risk, the helmet will not be trialled. This may include, but is not limited to, helmets that are too loose, unstable during head movement, excessively tight, restrictive of vision, or otherwise unsuitable for safe motorcycle operation.

Note 2: Any helmet that cannot be safely trialled because of poor fit will receive zero marks for all wearer trial elements and will fail this part of the Tender assessment.

### 9.2 Comfort (Maximum Marks Available 50 Marks; Minimum Marks Required 30 Marks)

The helmet must provide a high level of comfort during sustained operational use, without distracting, restricting or fatiguing the Garda motorcyclist during normal duties.

Triallists will assess overall comfort during extended wear, including ventilation, perceived weight and comfort during normal riding positions, stops and shoulder checks.

### 9.3 Usability (Maximum Marks Available 50 Marks; Minimum Marks Required 30 Marks)

The helmet must be practical and intuitive to use in operational conditions. This includes ease of putting on and removing the helmet, operation of the chin-bar, visor and sun shield, strap comfort and security, and emergency release where required.

Triallists will assess whether the helmet's controls and mechanisms can be located and operated reliably, including while riding and while wearing motorcycle gloves.

### 9.4 Performance (Maximum Marks Available 50 Marks; Minimum Marks Required 30 Marks)

The helmet must perform effectively in the range of riding and weather conditions likely to be encountered during operational motorcycle duties.

Triallists will assess the helmet's on-road performance, including wind behaviour, stability at speed, field of vision, fogging resistance and resistance to water ingress.

### 9.5 Communications (Maximum Marks Available 100 Marks; Minimum Marks Required 60 Marks)

The Garda ICT Communications Team will inspect the installation of the Communications in advance of the User Test to confirm that the installation is safe and suitable for use.

The helmet must integrate effectively with the required communications equipment and support clear, reliable communication during operational riding.

Triallists will assess communications-related performance, including speaker recess alignment, speaker comfort, voice clarity at speed, intercom audibility and the acceptability of external noise levels.

### 9.6 Trialist Scoring Sheet

| Helmet Trial Questionnaire                                                                                   |                                                                                                                                |                  |                       |                       |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------|-----------------------|
| <i>Use this form during the rider trial. Enter scores from 1–5; the Scoring sheet updates automatically.</i> |                                                                                                                                |                  |                       |                       |
| Trial details                                                                                                |                                                                                                                                |                  |                       |                       |
| Rider name                                                                                                   |                                                                                                                                | Date             |                       |                       |
| Helmet model                                                                                                 |                                                                                                                                |                  |                       |                       |
| Ride route / conditions                                                                                      |                                                                                                                                |                  |                       |                       |
| 1                                                                                                            | 2                                                                                                                              | 3                | 4                     | 5                     |
| Unsatisfactory Performance                                                                                   | Satisfactory Performance                                                                                                       | Good Performance | Very Good Performance | Excellent Performance |
| 0%                                                                                                           | 60%                                                                                                                            | 75%              | 90%                   | 100%                  |
| Dimension                                                                                                    | Question / observation prompt                                                                                                  | Score (1–5)      | Notes / evidence      | Scoring Row           |
| Fit                                                                                                          |                                                                                                                                |                  |                       |                       |
| Fit                                                                                                          | How well did the helmet crown fit the rider's head shape without gaps or tight spots?                                          |                  |                       |                       |
| Fit                                                                                                          | Did the helmet fit comfortably around the ears and cheeks, with secure cheek-pad contact and no ear, jaw, or cheek discomfort? |                  |                       |                       |

| Dimension      | Question / observation prompt                                                                                | Score (1–5) | Notes / evidence | Scoring Row |
|----------------|--------------------------------------------------------------------------------------------------------------|-------------|------------------|-------------|
| Fit            | Were pressure points evenly distributed, or did any specific areas become uncomfortable?                     |             |                  |             |
| Fit            | When the rider turned, tilted, or shook their head, how stable did the helmet feel?                          |             |                  |             |
| Comfort        |                                                                                                              |             |                  |             |
| Comfort        | After sustained wear, how comfortable did the helmet remain overall?                                         |             |                  |             |
| Comfort        | How effective was the airflow and ventilation during the ride?                                               |             |                  |             |
| Comfort        | How noticeable was the helmet’s weight over time, especially during shoulder checks or stops?                |             |                  |             |
| Usability      |                                                                                                              |             |                  |             |
| Usability      | How easy and controlled was the chin-bar mechanism to operate?                                               |             |                  |             |
| Usability      | How smoothly did the visor and sun shield operate, and were they easy to find while riding?                  |             |                  |             |
| Usability      | How easy was it for the rider to put the helmet on and take it off?                                          |             |                  |             |
| Usability      | How comfortable and secure did the strap feel once fastened?                                                 |             |                  |             |
| Usability      | How easily the helmet is released if the rider is in a prone position on the ground?                         |             |                  |             |
| Performance    |                                                                                                              |             |                  |             |
| Performance    | How well did the helmet manage wind buffeting, lift, or turbulence?                                          |             |                  |             |
| Performance    | At higher speeds, did the helmet remain planted and confidence-inspiring?                                    |             |                  |             |
| Performance    | How clear and wide was the rider’s field of vision in normal riding positions?                               |             |                  |             |
| Performance    | How well did the visor resist fogging or clear fog during the trial?                                         |             |                  |             |
| Performance    | How effectively did the helmet prevent water ingress around the visor and chin bar during inclement weather? |             |                  |             |
| Communications |                                                                                                              |             |                  |             |

| Dimension        | Question / observation prompt                                                            | Score (1–5) | Notes / evidence | Scoring Row |
|------------------|------------------------------------------------------------------------------------------|-------------|------------------|-------------|
| Communications   | Did the speaker recesses align well with the rider’s ears and installed comms equipment? |             |                  |             |
| Communications   | Once speakers were fitted, did they remain comfortable without pressing on the ears?     |             |                  |             |
| Communications   | How clear was the rider’s voice transmission at speed?                                   |             |                  |             |
|                  | At 50 kph - Sirens Off                                                                   |             |                  |             |
|                  | At 50 kph - Sirens On                                                                    |             |                  |             |
|                  | At 80 Kph - Sirens Off                                                                   |             |                  |             |
|                  | At 80 Kph - Sirens On                                                                    |             |                  |             |
|                  | At 100 Kph - Sirens Off                                                                  |             |                  |             |
|                  | At 100 Kph - Siren On                                                                    |             |                  |             |
|                  | At 120 Kph - Sirens Off                                                                  |             |                  |             |
|                  | At 120 Kph - Sirens On                                                                   |             |                  |             |
| Communications   | How audible and understandable was incoming intercom audio during the ride?              |             |                  |             |
|                  | At 50 kph - Sirens Off                                                                   |             |                  |             |
|                  | At 50 kph - Sirens On                                                                    |             |                  |             |
|                  | At 80 Kph - Sirens Off                                                                   |             |                  |             |
|                  | At 80 Kph - Sirens On                                                                    |             |                  |             |
|                  | At 100 Kph - Sirens Off                                                                  |             |                  |             |
|                  | At 100 Kph - Siren On                                                                    |             |                  |             |
|                  | At 120 Kph - Sirens Off                                                                  |             |                  |             |
|                  | At 120 Kph - Sirens On                                                                   |             |                  |             |
| Communications   | How acceptable were external noise levels for the rider over the trial route?            |             |                  |             |
|                  | At 50 kph - Sirens Off                                                                   |             |                  |             |
|                  | At 50 kph - Sirens On                                                                    |             |                  |             |
|                  | At 80 Kph - Sirens Off                                                                   |             |                  |             |
|                  | At 80 Kph - Sirens On                                                                    |             |                  |             |
|                  | At 100 Kph - Sirens Off                                                                  |             |                  |             |
|                  | At 100 Kph - Siren On                                                                    |             |                  |             |
|                  | At 120 Kph - Sirens Off                                                                  |             |                  |             |
|                  | At 120 Kph - Sirens On                                                                   |             |                  |             |
| Overall feedback |                                                                                          |             |                  |             |

## Appendix 2: Pricing Schedule

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Tenderers must complete the pricing schedule workbook provided as Attachment 2.

## Appendix 3: Tenderers' Statement

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[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

### TENDERERS' STATEMENT

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

RE: Request for Tenders for the supply of Motorcycle Helmets for An Garda Síochána

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Goods Contract, we hereby declare the following:

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

11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Goods 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**

**Company**

**(Authorised Signatory)**

**Print name**

**Address**

**Date**

## Appendix 4: Declaration as to Personal Circumstances of Tenderer

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RE: Request for Tenders for the supply of Motorcycle Helmets for An Garda Síochána

**NAME:** [Click here and insert name]

**ADDRESS:** [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled "*Request for Tenders for the supply of Motorcycle Helmets 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 goods and 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 5: Goods Contract

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**The Commissioner of An Garda Síochána**

and

[Insert successful Tenderer's full legal name - to be completed on signing.]

### **AGREEMENT**

Relating to the Supply of Goods pursuant to

**Request for Tenders for the supply of Motorcycle Helmets for An Garda Síochána**

**THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR] BETWEEN:**

**The Commissioner of An Garda Síochána**, of Garda Headquarters, Phoenix Park, Dublin 8, (“the Client”); and

[Contractor's full legal name], of [Address:] (“the Contractor”)

(each a “Party” and together “the Parties”).

**WHEREAS:**

- A. By Request for Tender entitled “*Request for Tenders for the supply of Motorcycle Helmets for An Garda Síochána*” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XXXXXX of 2026 and dated [insert date of RFT] 2026 (“the RFT”), the Contracting Authority invited tenders from economic operators (“Tenderers”) for the provision of the goods described in Appendix 1 to the RFT (the “Goods”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) between [insert date] 2026 and [insert date] 2026 (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of tender] 2026 (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] 2026 and [insert date] 2026 (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
  - i. This Agreement and Schedules A to E attached hereto;
  - ii. The RFT;
  - iii. The Submission.
2. The Contractor shall sell and the Client shall purchase in accordance with this Agreement (“Agreement”) the Goods described in Schedule B (“Goods”). Schedule B details the nature, quantity, quality, time of delivery and functional specifications of the Goods in accordance with the RFT and the Submission (“the Specification”).
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client’s Contact is [insert contact name] of [insert contact address]; the Contractor’s Contact is [Contractor contact name] of [Contractor

contact address].

5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on the third anniversary of the effective date, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

The Contracting Authority reserves the right to extend the Term for a period or periods of up to twelve (12) Months with a maximum number of such extension or extensions based on the delivery schedule agreed with the successful Tenderer and the duration of any extended warranties offered, on the same terms and conditions, subject to the Contracting Authority’s obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

- 10.

SIGNED for and on behalf of the Client

SIGNED for and on behalf of the Contractor

\_\_\_\_\_  
(being a duly authorised officer)

Witness

\_\_\_\_\_  
Witness

## Schedule A: Terms and Conditions

---

### 1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the supply of Goods and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the supply of the Goods and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 5 the Contractor shall:
1. supply the Goods in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
  2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
  3. comply with all local security and health and safety arrangements as notified to it by the Client; and
  4. supply the Goods in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods provided, that have been established by EU law, national law, collective agreements and 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) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 15, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-

contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 11.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
  - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
  - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
  - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
  - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

## 2. THE GOODS

- A. The Contractor shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.
- B. Unless otherwise stated in the Specification:

1. Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.
  2. Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.
  3. The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular, the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
  4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.
  5. The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.
  6. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.
- D. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Goods and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

### 3. INSPECTION OF GOODS

- A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall

not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 3B.

- B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:
1. treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.
- or
2. have such Goods promptly, and in any event within 14 calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.
- C. Rejected Goods shall be removed by the Contractor from the Client within 14 calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within 14 calendar days of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.
- D. For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.
- E. The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.
- F. The Contractor hereby guarantees the Goods for [insert period] from the date of delivery (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

#### 4. RISK AND TITLE

- A. The Goods ordered under this Agreement shall be delivered to any location specified by the Client, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Client. All such Goods shall be delivered free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Goods are to be delivered carriage paid to the various locations as specified in the order, along with the necessary delivery documentation. Pending such delivery, the Goods shall remain at the risk of the Contractor.
- B. Title shall pass to the Client on payment for the Goods.

#### 5. PAYMENT

- A. Subject to the provisions of this clause 5 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
  - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 11A from time to time;
  - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
  - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Goods for any billing period (including whether or not Goods have been accepted, rejected, satisfactorily repaired or replaced as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
  - 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the supply of the Goods will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

## 6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
  - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods hereunder;
  - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
  - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
  - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the supply of the Goods (to include manufacture and distribution process) as they apply to the Contractor;
  - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
  - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [Insert Date] which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged; and
  - 7. the Client shall be under no obligation to purchase any minimum number or value of Goods.

- B. The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Contractor and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.
- C. The Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification (Schedule B) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.
- D. The Contractor undertakes to ensure that all and any necessary consents and/or licenses are obtained and in place for the purposes of this Agreement. The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third-party intellectual property rights in so far as any such rights are used for the purposes of this Agreement.
- E. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out in clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

## 7. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 7A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(D), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Goods of approved quality, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such

remedy to the exclusion of other remedies.

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(D) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed one hundred (100) per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

One hundred (100) per cent of the Charges in dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed one hundred (100) per cent of the Charges in dispute. In such event the Client shall identify the particular Goods with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the Goods as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 7F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

## 8. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

1. its professional advisers subject to the provisions of this clause 8; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 8; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 8 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or

3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
  4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations
- D. The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

## 9. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
  2. the anticipated delay in the performance of obligations;
  3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for [insert number] calendar days either Party may terminate at 14 days' notice.

- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

## 10. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [insert period of time months] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert period of time months] written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 10(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
  2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
  3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
  4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
- i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor
  - ii) that the Contractor (or its subcontractor(s), if any) falls 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)
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

## 11. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
  - 1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
  - 2. maintain such records and comply with such reporting arrangements and protocol required by the Client from time to time;
  - 3. comply with all reasonable directions of the Client; and
  - 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.
- D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 11D.

## 12. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times

### 13. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

### 14. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- B. All notices shall be deemed to have been served as follows:
  - 1. if personally delivered, at the time of delivery;
  - 2. if posted by registered post at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
  - 3. if communicated by email, on the next calendar day following transmission.

### 15. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party, or other transfer of a

Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) 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 person is established.

## **16. ENTIRE AGREEMENT**

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

## **17. SEVERABILITY**

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

## **18. WAIVER**

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

## **19. NON-EXCLUSIVITY**

Nothing in this Agreement shall preclude the Client from purchasing goods (or Goods) from a third party at any time during the currency of the Agreement.

## **20. MEDIA**

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

## 21. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Goods and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 21C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

## 22. ACCESS TO PREMISES

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

## 23. NON SOLICITATION

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

## 24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the supply of the Goods (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the supply of the Goods then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

## 25. DATA PROTECTION AND SECURITY

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

**"Data"** means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information

that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

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

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

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

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

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

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

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

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
  - (1) process that Personal Data only on the written instructions of the Client;
  - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are

fulfilled;

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
  - ii. the data subject has enforceable rights and effective legal remedies;
  - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the goods and support and maintenance services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-

- (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
  - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
  - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client does not consent to the Contractor appointing any third-party processor of Personal Data under this agreement
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

## 26. ADDITIONAL CONDITION(S)

[Delete and replace with 'not used' if not applicable:

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

## Schedule B: Goods: The Specification

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[Insert when completing contract]

## Schedule C: Charges

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[Insert when completing contract]

## Schedule D: Service Levels

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

## Schedule E: Data Protection

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[complete when completing the contract]

### Processing, Personal Data and Data Subjects

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

## Appendix 6: Confidentiality Agreement

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

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

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

### WHEREAS

- A. By Request for Tenders dated [insert date] 2026 entitled “*Request for Tenders for the supply of Motorcycle Helmets for An Garda Síochána*” (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Appendix 1 to the RFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement “Confidential Information” means:
  - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (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 Contractor 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 Contractor’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 Contractor

PROVIDED ALWAYS that the Contractor 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 Contractor’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 Contractor 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 Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws );

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor 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 Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor 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 Contractor 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 Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
- “Data Controller”** has the meaning given under the Data Protection Laws;
- “Data Processor”** has the meaning given under the Data Protection Laws;
- “Data Subject”** has the meaning given under the Data Protection Laws;
- “Data Subject Access Request”** means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
- “Personal Data”** has the meaning given under Data Protection Laws;
- “Processing”** has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to

any Confidential Information which is Personal Data:-

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

assessments and consultations with supervisory authorities and regulators.

- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
  - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
  - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
  - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Contracting Authority does not consent to the Contractor appointing any third-party processor of Personal Data under this agreement.
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority

\_\_\_\_\_  
(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor

\_\_\_\_\_

Witness

## Schedule A to the Confidentiality Agreement: Data Protection

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*[complete when completing the Confidentiality Agreement]*

### Processing, Personal Data and Data Subjects

4. Processing by the Contractor
  - 4.1 Subject matter of processing
  - 4.2 Nature of processing
  - 4.3 Purpose of processing
  - 4.4 Duration of the processing
5. Types of personal data
6. Categories of data subject

**End of Document**