

**Request for Tenders dated 1st Sept 2026
for the supply of
GRASS MANAGEMENT AND BIRD HAZARD CONTROL
PROGRAM**

The Irish Air Corps

ACC20261128

Tender procedure: Open procedure

Tender Deadline: 5th Oct 2026 1200hrs

Contents

Part 1:	Introduction
Part 2:	Instructions to Tenderers
Part 3:	Selection and Award Criteria
Appendix 1:	Requirements and Specifications
Appendix 2:	Pricing Schedule
Appendix 3:	Tenderer's Statement
Appendix 4:	Declaration as to Personal Circumstances of Tenderer
Appendix 5:	Service Contract
Appendix 6:	Confidentiality Agreement

Part 1: Introduction

1.1 The Irish Air Corps (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the supply of the service as described in Appendix 1 to this RFT.

1.2 In summary, the service comprises of a Grass Management and Bird Hazard control program, as per Appendix 1. Tenderers must complete and sign the tenderers response document (TRD) enclosed with the contract notice and submit via eTenders.ie.

Failure to submit the TRD shall render the tender non-compliant. The main objective of the Grass Management and Bird Hazard control program are as follows:

- The creation of an environment, which will lead to a reduction of bird and wildlife activity on the airfield and its environs.
- The maintenance of the grassland and other specified areas in accordance with a specific work program to achieve this.

1.3 **NOT USED**

1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under 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 “Service Contract”) will be issued for a term of four years with the option to extend for one year.

1.5 **NOT USED**

1.6 The Contracting Authority estimates that the expenditure on the service to be covered by the proposed Service Contract may amount to some €500,000.00 (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.

1.7 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 Service 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 Service Contract that may result from this Competition.

Part 2: Instructions to Tenderers

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 Service Contract.

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

The Contracting Authority may cancel this Competition at any time prior to a formal written Service 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 .

2.2 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 in accordance with this RFT, which includes the tender response document (TRD)
- (c) Tenderers must complete and sign the tenderers response document (TRD). Failure to submit the TRD shall render the tender Non-compliant.
- (d) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (e) To conform to and comply with all instructions and requirements set out within this RFT;
- (f) To submit the statement required under paragraph 2.4 below; and
- (g) 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 paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICE CONTRACT

2.3.1 Tenderers should note the terms and conditions of the Service Contract at Appendix 5 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Service Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Service 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 Service Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Service 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 postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox. **Due to restrictions on our internal IT systems we cannot download .Zip files. We ask that any submissions be in any other file format.**

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

2.6.2 Tenders must be received not later than 1200hrs on 5th October 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 any PDF viewer. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

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. Queries will be accepted no later 1200hrs on 21 Sep 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. 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, 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 twelve (12) months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Service Contract shall be borne by the Tenderer.
- 2.10.5 Payments for the service supplied under this RFT shall be made subject to and in accordance with the Service 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 Service Contract (as defined in the Service Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Harmonised index of consumer Prices has increased or decreased in the edition of that index published by the European central Bank most recently prior to that anniversary.

2.10.7 Where the Tenderer's proposed Pricing Schedule provides for, or requires, any advance payment, pre-payment, deposit, mobilisation payment, milestone payment or stage payment in advance of the full delivery and/or satisfactory completion of the associated goods, services or works, such payment shall be conditional upon the provision of an irrevocable and unconditional Bank Guarantee, in a form and from a financial institution acceptable to the Department of Defence.

The Bank Guarantee shall:

- be provided at the sole cost and expense of the successful Tenderer;
- be for an amount no less than the value of the relevant advance, pre-payment or stage payment;
- be submitted and accepted prior to the release of any such payment; and
- remain valid and enforceable until the relevant contractual obligations, deliverables or milestones to which the payment relates have been satisfactorily completed and accepted.

For the avoidance of doubt, the Department of Defence and/or the Irish Defence Forces shall have no obligation to make any advance, pre-payment, deposit, milestone or stage payment unless and until the required Bank Guarantee has been received and formally accepted.

Any costs, fees, charges or other expenses associated with obtaining, maintaining, extending or amending the Bank Guarantee shall be borne entirely by the successful Tenderer and shall not constitute an additional charge under the Contract.

Tenderers shall ensure that any proposed Pricing Schedule incorporating pre-payments or stage payments takes full account of this requirement when submitting their Tender.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

In the performance of any Service 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 Service 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 Service 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. 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 Service 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 Service Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Service 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 Services 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** The Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. Tenderers wishing to make an appointment must contact Mr Barry Moore barry.moore@defenceforces.ie. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.
- 2.20.2** Site visit is mandatory and failure to attend shall render a tender's submission non-compliant.

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 Million
Public Liability	€6.5 Million
Product Liability	€6.5 Million
Professional Indemnity	€500,000
Note	

- 2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Service Contract under this Competition, (i) they will, from the Effective Date of the Service Contract (as defined in the Service 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 Service Contract .
- 2.21.3 The successful Tenderer will, during the term of the Service 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 NOT USED
- 2.22.2 The Tenderer must in its Tender, provide a clear and complete list of all documentation and manuals applicable to any sample, or alternatively, where no such documentation or manuals exist, the Tenderer must provide a statement to that effect. All documentation and manuals submitted (where requested) must be in the English language only.
- 2.22.3 The Tenderer will be responsible for the insurance and transportation of samples used in presentations, demonstrations or field trials.
- 2.22.4 Any samples required must be furnished upon written request of the Contracting Authority.

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 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

Failure to submit the TRD shall render the tender Non- compliant.

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; and
- (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.

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, 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, 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.

Selection Criteria	
Economic and Financial Standing	Yes/ No
References	Yes/ No
Technical and Professional Ability	Yes/ No
Insurance listed in section 2.21.1 of the RFT	Yes/ No

Note: It is intended that only those tenders who meet the above qualifying criteria will be eligible for further evaluation.

3.2.A Economic and Financial Standing

Tenderers must have a minimum turnover of €200,000, on average in each of the last three (3) years. If appointed as a preferred tenderer, the successful tenderer must provide evidence by means of a declaration from their auditor.

3.2.B References

Tenderers must demonstrate a proven track record, of comparable service by way of two verifiable reference contracts in progress or completed in the past Five (5) years.

This is a Pass/Fail requirement: if the references are not adequate then the tender submission shall be considered as non-compliant and excluded from the competition.

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

3.2.D Insurance

Tenders must show insurances listed in section 2.21.1 of the RFT or can provide prior to the award of contract.

3.3 AWARD CRITERIA

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

Award Criteria

Award Criteria	Ultimate Cost	Methodology for Delivery	Conformity with Specification	Proposed Programme	Total
Percentage Weighting	20%	30%	35%	15%	100%
Max Score	2000	3000	3500	1500	10,000

Scoring Methodology for Qualitative Award Criteria (Non-Cost)

Weighting	Meaning
91% - 100%	An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.
60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	No Response

The following scoring methodology will be used;

3.3.2 Scoring Ultimate Cost

The lowest total cost will be awarded 2000 marks. All others will be measured in accordance with the following formula:

Score of the Cost under evaluation = $(A \times B) / C$

Where

A = Maximum Score

B = Minimum Cost

C = The cost under evaluation

Tenders must provide details to justify all the individual elements that make up the fixed price cost. It should be priced in euros and exclude VAT.

3.3.3 Methodology for Delivery (3000 marks)

Tenderers are required to provide a detailed methodology demonstrating how they propose to deliver the airside Grass Maintenance & Bird Hazard services for the full duration of the Contract.

The response should clearly demonstrate the Tenderer's understanding of the particular requirements and constraints associated with operating within an active aviation environment and should, as a minimum, address:

- The proposed methodology for undertaking routine and reactive grass cutting and associated grounds maintenance activities.
- The proposed deployment of personnel, machinery, equipment and supervisory resources.
- Arrangements for operating safely within an active airside environment, including coordination with the Contracting Authority and relevant airfield authorities.
- Measures to ensure that grass maintenance activities do not adversely affect aircraft operations, aviation safety or operational requirements.
- Procedures for the prevention, identification and removal of Foreign Object Debris (FOD) arising from grass maintenance activities.
- Contingency arrangements for machinery breakdown, personnel shortages, adverse weather or other circumstances which may affect service delivery.
- Arrangements for responding to urgent or short-notice requirements.
- Quality assurance, inspection and reporting arrangements to ensure that the required standard is consistently maintained.

- Environmental considerations, including the efficient use of machinery, management of grass cuttings/waste and measures to minimise unnecessary environmental impact.
- Business continuity arrangements demonstrating how the required service will be maintained throughout the Contract.

Higher marks will be awarded to responses which demonstrate a clear, comprehensive, practical and robust methodology, supported by appropriate resources and contingency arrangements, and which provide a high level of assurance regarding safety, reliability and continuity of service within an operational airfield environment.

3.3.4 Conformity with Specification (3500 marks)

Please see Appendix 1 – Requirements and Specification.

Tenderers must demonstrate the extent to which their proposed service complies with and satisfies all requirements contained within Appendix 1 – Requirements and Specification.

The Tenderer's response should provide sufficient detail to enable the Contracting Authority to assess the proposed solution against each element of the specification and should clearly identify how the required standards will be achieved and maintained.

Particular consideration will be given to:

- Compliance with the required grass maintenance standards, cutting heights, areas, frequencies and associated requirements.
- Suitability and availability of the proposed machinery and equipment.
- Capability to undertake the required works within an operational airfield environment.
- Measures proposed to protect runways, taxiways, aircraft operating surfaces, airfield infrastructure, lighting, signage, drainage and other installations.
- FOD prevention and control measures.
- Procedures for working around aircraft movements and other operational activities.
- Health and safety arrangements relevant to the proposed works.
- Quality control, inspection, rectification and reporting procedures.
- Ability to meet both planned and reactive maintenance requirements.
- Demonstrated capacity to provide the complete service specified throughout the Contract period.
- Procedures for dealing with Bird Hazard management within an operational airfield environment.

The Contracting Authority will place particular emphasis on the Tenderer's ability to demonstrate full and effective conformity with the specification rather than simply providing statements of compliance.

Higher marks will therefore be awarded where the Tenderer provides clear evidence, supporting methodology and practical detail demonstrating how each requirement will be achieved.

3.3.5 PROPOSED PROGRAMME (1500 Marks)

Please see Annex 1 (TRD) to Appendix 1 – Requirements and Specification.

Tenderers are required to submit a proposed programme demonstrating how the airside grass maintenance requirements will be planned, scheduled, managed and delivered throughout the Contract.

The proposed programme should demonstrate how the Tenderer will ensure that all areas are maintained at the required standard while accommodating the operational requirements of the airfield.

The programme should, as a minimum, identify:

- Proposed frequency and sequencing of grass maintenance activities.
- Allocation of personnel, machinery and other resources.
- Proposed arrangements for coordinating works with airfield operations.
- Seasonal variations in workload and the proposed management of periods of increased grass growth.
- Allowances for adverse weather and other unforeseeable interruptions.
- Contingency arrangements to recover any delayed or missed maintenance activities.
- Arrangements for urgent or reactive works.
- Inspection, monitoring and reporting points.
- Measures to ensure that the programme remains sufficiently flexible to accommodate changes in operational requirements.
- Arrangements for ensuring continuity of service during periods of equipment failure, staff absence or other disruptions.

Higher marks will be awarded to programmes which are realistic, clearly structured, adequately resourced and sufficiently flexible to accommodate the requirements of an operational airfield, while providing assurance that the required Grass Maintenance standards & Bird Hazard management will be consistently achieved throughout the Contract period.

The proposed programme should demonstrate not only when the works will be undertaken, but also how the Tenderer will maintain continuity of service and recover the programme where activities are disrupted by aircraft operations, weather, equipment failure or other unforeseen circumstances.

3.3.6 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Service 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 PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at 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 Service Contract and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than seven calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Service Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Service Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Service 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 Service Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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 Service . 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.

Specification of Requirements

1 General Program Requirements

- 1.1** The successful tenderer shall be responsible for the execution of the complete contract.
- 1.2** All vehicles involved in the execution of the contract will be maintained to a high standard and will be equipped with amber flashing top beacons.
- 1.3** All closed-cab vehicles will be equipped with vehicle mounted air-band radio with fitted aerial, capable of operating on VHF frequencies 121.755 Khz.

All open cab-vehicles (e.g. ride on mowers) will be equipped with, at minimum, a hand held air-band radio with attached driver headset, capable of operating on the VHF frequencies listed above. Hand-held radios must be of 1.5 Watt power or greater.
- 1.4** The contractor will ensure that a road sweeper and/or blower's are readily available to remove any grass or other debris which may be accidentally discarded on runways, taxiways, or roads during butting out operations.
- 1.5** The contractor and his staff will be required to attend a two (2) day airfield familiarisation brief and surface movement exercise (using the contractor's vehicles and radios etc) prior to commencing the contract. The contractor and his staff will thereafter be expected to demonstrate an ability to operate safely on the airfield prior to commencing the contract. The brief and exercise will be arranged by the project manager.
- 1.6** The contractor will submit a detailed report outlining the current airfield status and future works to the Project Manager on a quarterly basis.
- 1.7** During the course of the works, any damage done or caused by the contractor to the works or joining works shall be made good by him at his own expense.
- 1.8** Tenderer's shall submit as part of their tender, a proposed implementation program which should include the required machinery and staff.
- 1.9** The contractor shall take all precautions to avoid risk or damage to aircraft or air service vehicles on or in the vicinity of the site and shall observe all safety regulations that may be proposed on him or his workmen by the Minister of Defence for the

purpose of safeguarding aircraft or air service vehicles. Trafficking of the contractor or his agent's workmen and vehicles shall not take place in close proximity to stationary or moving aircraft.

- 1.10** On all occasions the contractor will ensure that a prior clearance has been obtained from Air Traffic Control before machinery or staff proceeding onto any part of the airfield. Thereafter, all movement, work and airfield departures will be subject to a clearance from Air Traffic Control.

1.1 Specific Program Requirements.

The Airfield will be managed as follows:

1.1.1 Long grassed areas

The entire grass area on the airside of the airfield amounting to over 500 acres consist of long grass and will be maintained at a height of 225mm using a multi-topper with a minimum cut width of 6 metres.

The triangular area in front of the ILS (instrument landing System) will be maintained at a height of 100mm to ensure proper functioning.

One third of the entire grass area will be butted out each year and removed off the site by the contractor from the airfield without delay.

1.1.2 Butting-out of Grass (1/3 of the airfield annually)

The grass contractor will conduct butting out of grass areas on a rotational basis commencing early spring 2027.

This procedure will require the use of specialised high output equipment to ensure fast and efficient cutting and collection of material. This is to ensure that the operation does not create an attraction to birds and increase the hazards associated with this work.

Material gathered will be required to be removed from site by the contractor from the airfield without delay. The grass stubble remaining following this procedure should be no less than 40mm and no greater than 50mm above soil level.

1.1.3 Runways and Taxiways

As required, all hard surface runway and taxiway edges, lights and fittings, and all airside enclosures and structures should be sprayed and baited to ensure that all lights, signs, obstacles, enclosures and fences etc. on the airfield are visible at all times. This practice is crucial in preventing a build up of food sources and weeds which could constitute attractants to birds and other small mammals. Therefore, all runway and taxiway edges must be as often as deemed necessary to ensure all lights are visible at all times but maintaining a minimum sward height of 100mm. A two (2) metre strip of mowed grass will be required along taxiway edges and a three (3) metre strip along runway edges in order to expose all airfield lights.

The surface sward of the Grass Runway i.e. Runway 28/10(N) will be maintained at a sward height of between 100mm and 150mm throughout the year.

1.1.4 Habitat Management

The single most effective, bird hazard management technique is to **maintain & or remove the major habitats** at the airfield in a way that deters birds, especially the most hazardous species i.e. the Heavy and Responsive (H&R) types. Management of the airfield habitats involve two (2) major procedures, namely the (A) Maintenance of long grass policy and (B) the drainage of areas which are flooded during the winter, or after heavy rainfall or at other times of the year. Land drainage is a “once off” procedure, which may require some additional, but relatively minor, maintenance later on.

1.1.5 Chemical Spraying

Chemical spraying of perimeter fence on airfield to meet the requirements of para 1.1.7 below.

1.1.6 Grassland Management

Grasslands are arranged at Casement Aerodrome on the “**Long Grass**” principle, which in effect requires grass length as per 3.1.1 above to be maintained in order to deter known bird species such as the Lapwing and Gulls. The management routine is undertaken over a four (4) year program that consists of the following works and checks each year of the contract.

- a) Grasslands “topped”: throughout the growing season to maintain a sward height of 225mm.
- b) Fertility: Samples will be collected from 8 control plots and checked against the fertility baseline of P>3, K>50. The object of the samplings and subsequent maintenance dressings is to maintain nutrient status of P (Phosphorous) K (Potassium).
- c) If measured soil samples are below the required baseline figures then a maintenance dressing must be applied.
- d) One third of the total grassland area will be butted out each year and removed from the airfield without delay (see 3.2 above).
- e) One third of the total grassland area will be sprayed for noxious and perennial weeds (see chemical chart below).
- f) All runway and taxiway edges will be sprayed and baited as per Section 4 below to a width of four (4) meters.

1.1.7 Chemical Control

Approved chemical controls are employed at Casement Aerodrome to control the food supply available to birds in short grass areas adjacent to runways and taxiways. In addition, approve chemical controls are also applied to grasslands, ditches and fence lines to control weed growth. The chemicals named below are guidelines **only** and may be subject to change in the event of change to EU legislation.

The annual Control programme will be implemented as follows:

Runway and Taxiway Edges

<u>Timing and Targets</u>	<u>Chemicals</u>	<u>App. Rate in 200 lts water</u>
April/July/September	MCPA 500g	3.5 litres / Ha
Selective weed control	24-D Amine	4 litres / Ha

Pest and Insect Control	Asulox	2.5 litres / Ha
	Dursban	1.5 litres / Ha
	Draza pellets	3 kg / Ha broadcast

Grassland 1/3 total area to be sprayed once each year

<u>Timing and Targets</u>	<u>Chemicals</u>	<u>App. Rate in 200 lts water</u>
April/May	MCPA 500 g	3.5 litres / Ha
	24-D Amine	4 litres / Ha
	Asulox	2.5 litres / Ha

Perimeter fence and all obstacles and enclosures airside

<u>Timing and Targets</u>	<u>Chemicals</u>	<u>App. Rate in 200 lts water</u>
April/July/September	Glyphosphate 360	6 litres
Control of grass and weeds	Grazon 90	120 ml

1.1.8 Bird Control Procedures During and After Grass Cutting

Active bird and mammal control is a separate contract which is carried out by the on-site Bird Control Unit (BCU). Based on the mutual interrelationship of both contracts there exists a need for close coordination between the Grassland contractor and the BCU contractor, therefore, the Grassland contractor should coordinate work with the BCU contractor in an effort to minimise bird attractant caused by butting out etc. In addition:

- The Project Manager must be informed by telephone a minimum of 24 hours prior to routine site visits for inspections and maintenance.
- The Project Manager must be informed in writing – with the appropriate maps – 14 days before the commencement of annual butting-out operations.
- The grass cutting contractor will advise the bird control staff of any planned butting-out operation. The grass cutting contractor will coordinate as required his planned operations with the wildlife/bird control contractor and where necessary, advise him of any changes in trends observed.
- The grass contractor should liaise with the wildlife/ bird control contractor on a daily basis whenever any grass cutting/fertilising or associated work is planned.

1.1.9 Destruction of Grasslands

- The grasslands at Casement Aerodrome are carefully maintained at 225mm in length.
- This process is very successful in preventing the most hazardous bird species from landing, loafing, roosting or feeding on the grass parts of the airfield.
- It has been shown conclusively that the long grass policy has very substantially reduced the bird hazard risk at Casement Aerodrome.
- Therefore grassland damage, or worse destruction, will increase the bird hazard risk at Casement Aerodrome.
- Grassland damage is caused by natural events - but these, though unavoidable – are rare (see below).
- Most grassland damage is caused by construction work (see later).
- But a considerable amount of recent damage has been caused by vehicles been driven onto the airfield grasslands.
- Some of this is necessary and unavoidable, but a lot of damage has been caused by needless driving onto the grassed areas resulting in the excavation of quite deep trenches and large divots. These areas will not recover by a natural process.
- The trench – divot area will lose its grass, and will gather water resulting in local ponding.
- This in turn will attract birds like Black Headed Gulls, Lapwing, and Golden Plover.
- In the Autumn and Winter of 1998 (and January 1999), Lapwing, Starling, Black Headed Gulls and Golden Plover were seen to be using the areas of the grassland which had been damaged by vehicles.
- All of the above species pose a risk to aviation safety and their numbers on the airfield have been increased by tyre tracks through the grasslands

1.1.10 Repair of Damaged Grassland

- From time to time operational requirement demand the penetration of grass areas by heavy vehicles, personnel and machinery. This inevitably causes damage to the areas concerned.
- All damaged grasslands need to be repaired as quickly as possible.
- Quick repair will prevent the gathering of hazardous species.
- Repair work will be successful if it is carried out as soon as possible after the damage has occurred.
- Repair will have to be undertaken irrespective of how it happened.
- All damaged grasslands should be reported to the project manager.
- Repairs should, where possible, involve the lifting up of the floor of the divot, levelling it, followed by re-seeding.

- Alternatively the divot and associated tyre tracks should be back filled with top soil and re-seeded (A supply of top soil and grass seed should be available for this purpose).
- In Winter when this work may not be possible the damaged area should be protected with Humming Twine.

1.1.11 Tidying up

At the completion of each working day contractors shall carry out a visual inspection of the entire work area and tidy up the work area to the full satisfaction of the project manager. All plants, vehicles, equipment, tools, loose materials, etc shall be removed from the work area and stored as directed by the project manager.

1.1.12 Essential equipment.

As per the above specification, please list the intended machinery required to complete the Environmental Management and Bird Hazard Control Program, in the below Annex 1 (TRD) to Appendix 1. Also describe your utilisation of this equipment, in order to Repair Damaged Grassland, Bird Control Habitat Management, overall Grassland Management and the speedy removal of material, with the least disruption to air traffic.

Cost

- An all-inclusive fixed lump sum price for the delivery of the service specified in Appendix 1.
- The tender MUST include a comprehensive breakdown of costs and calculations. The Pricing Schedule in Appendix 2 is a guide and may be modified in the Tender response.
- When Tenderers are pricing please price the Ultimate Cost.
- Prices should be expressed in Euro (€), exclusive of VAT and must hold for the duration of the contract. Price increases during the term of the contract will not be accepted.
- The tender bid must be your best and final offer.

Appendix 3: Tenderers' Statement

[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 Irish Air Corps (the "Contracting Authority")

RE: Request for Tenders for a environment management and bird hazard control program

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 Service Contract , we hereby agree and declare the following:

1. We understand the nature and extent of the Service 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 Service Contract , and the Confidentiality Agreement and agree, if awarded a Service Contract , to execute the Service 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 Service in accordance with the RFT and our Tender.
5. We agree that, if awarded any Service 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 Service Contract under the RFT, have in place on the Effective Date of the Service 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 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.

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of a environment management and bird hazard control program.

NAME: _____

ADDRESS: _____

I, [Click here and insert name of Declarant], having been duly authorised by [Click here and insert name of entity] sincerely declare that [Click here and insert name of entity] itself or any person who has is a member of the administrative, management or supervisory body of [Click here and insert name of entity] or has powers of representation, decision or control in [Click here and insert name of entity]:

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or [Click here and insert name of entity].
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions
- (h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- (i) That the preparation of the Tender was carried out independently;

[Any of the following discretionary exclusion grounds not selected for inclusion in the eESPD generated for this competition should be deleted and replaced with "Not Used" if not applicable]

When finished, delete these instructions and click in Appendix 5 to continue.]

(j) Delete and replace with "Not Used" if not applicable: 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.

(k) Delete and replace with "Not Used" if not applicable: Is not guilty of grave professional misconduct.

(l) Delete and replace with "Not Used" if not applicable: Has not entered into agreements with other economic operators aimed at distorting competition.

(m) Delete and replace with "Not Used" if not applicable: Is not aware of any conflict of interest due to its participation in the Competition;

(n) Delete and replace with "Not Used" if not applicable: Has not had any prior involvement in the preparation of the Competition;*(o) Delete and replace with "Not Used" if not applicable:* 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.

(o) Delete and replace with "Not Used" if not applicable: Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .

(p) Delete and replace with "Not Used" if not applicable: 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.

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

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

Appendix 5: Services Contract

[Insert name of Contracting Authority]

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of [Insert type of services required]

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

[Insert name of Contracting Authority], of [address] ("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 "[Insert title of RFT]" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] dated [insert date of RFT] ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (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] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (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 agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services 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 [name of contact person] of [address of contact person]; 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 [Insert 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”).

Delete and replace with “Not Used” if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to [Insert Number] months with a maximum of [Insert Number] such extensions permitted subject to its 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.
10. 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.

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 Service 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 Service 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 Service 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 Service 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 Service 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.

2. THE SERVICE

- A. The Contractor shall deliver the Service 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 Service are delivered by the Contractor, the point of delivery shall be when the Service are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Service are collected by the Client, the point of delivery shall be when the Service are loaded on the Client's vehicle.
 2. Delivery shall include the unloading, stacking or installation of the Service by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.
 3. The Service 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 Service 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 Service (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 Service delivered in excess of the quantity ordered. The risk in any over-delivered Service shall remain with the Contractor.
6. The Client shall be under no obligation to accept or pay for any Service 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. *Select either D or E and replace with "Not Used" if not applicable:*

Time of delivery shall be of the essence and if the Contractor fails to deliver the Service 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 Service and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

E. *Select either D or E and replace with "Not Used" if not applicable:*

Without prejudice to any general right to damages under this Agreement where the Contractor does not deliver the ordered amount within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [insert amount] per week/day, or part thereof, for each week/day of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [insert amount]. Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and;
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

3. INSPECTION OF SERVICE

- A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Service 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 Service and the Client reserves the right to reject the Service in accordance with clause 3B.
- B. The Client may by written notice to the Contractor reject any of the Service 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 Service . If the Client rejects any of the Service 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 Service has already been made) from the Contractor in respect of the Service concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Service in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Service .

or

2. have such Service promptly, and in any event within [insert number] calendar days, either repaired by the Contractor or replaced by the Contractor with Service 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 Service shall be removed by the Contractor from the Client within [insert number] calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Service within [insert number] calendar days of such notification, the Client may dispose of such Service as he sees fit and pending such removal, the Service 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 Service if it expressly states the same in writing or fails to reject the Service in accordance with clause 3B.
- E. The issue by the Client of a receipt note for the Service shall not constitute any acknowledgement of the condition, quantity or nature of those Service , or the Client's acceptance of them.
- F. The Contractor hereby guarantees the Service 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 Service 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 Service shall also have the benefit of this clause for the Guarantee Period.

4. RISK AND TITLE

- A. The Service 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 Service 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 Service 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 Service shall remain at the risk of the Contractor.

- B. Title shall pass to the Client on payment for the Service .

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 Service for any billing period (including whether or not Service 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 Service 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 Service 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 Service 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 Service (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. *Delete and replace with "Not Used" if not applicable:*
it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
 7. 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
 8. the Client shall be under no obligation to purchase any minimum number or value of Service .
- B. The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Service 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 Service 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 Service 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 licences 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

Prior to publication please ensure to insert amounts/figures where applicable. When finished, delete these instructions.

- 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 Service 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. ***Delete and replace with "Not Used" if not applicable:***
 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 [insert amount – eg: [number] 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:

[insert]

("the Retention Amount") which Retention Amount shall not at any given time exceed [number] per cent of the Charges. In such event the Client shall identify the particular Service 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 Service 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 that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
- 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 protocols 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 Mediators’ Institute of Ireland 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 .

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 Service (or Service) 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 Service 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 Service 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 Service (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 Service 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 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. **(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)**

The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

(OR IF USING A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

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: Service : The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

[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

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

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

[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] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Service /Services described in Appendix 1 to the RFT (the “Service ” “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 Service /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.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

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

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the 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

[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

Annex 1 (TRD) to Appendix 1 – Requirements and Specification

Please find the accompanying Annex 1 -Tenderer's Response Document (TRD)



TENDERER'S RESPONSE DOCUMENT (TRD)

TENDER FOR THE SUPPLY, OF AN ENVIRONMENT MANAGEMENT AND BIRD HAZARD CONTROL PROGRAM

Please read the instructions carefully.

Tenderers should use this TRD and once completed and signed submit it to the Defence Forces via www.eTenders.ie by 12.00hrs on 5th Oct 2026.

Failure to complete or respond in an adequate manner to the information requested shall render the tender submission non-compliant.

Instructions for Completion of the TRD

Tenderers should read the Request for Tender (RFT) before they attempt to complete this Tender Response Document (TRD).

If you consider that the TRD is missing any sections which would prevent you from preparing a comprehensive response, please contact the Defence Forces as soon as possible via the messaging function on eTenders and prior to the closing date for queries.

Where there is a discrepancy between the contents and/or instructions in this TRD and the RFT, the RFT will take precedence.

Tenderers must follow the instructions contained in this document.

STEP 1

COMPLETE THE EUROPEAN SINGLE PROCUREMENT DOCUMENT

The eESPD, in effect a prequalification questionnaire, can be accessed on eTenders in the notice that advertised this tender opportunity. Once logged in, open the document on eTenders. You will be prompted to respond to several questions dealing with exclusion and selection criteria. Once reviewed and completed, press the 'Submission' button. This will automatically upload the ESPD as part of your tender response. If sub-contractors are used, they too must also complete the ESPD.

STEP 2

COMPLETE COMPANY DETAILS AS SET OUT IN TABLE HEREUNDER

Company Name	
Company Legal Form	
Registered Address	
Business Address (if different)	
Company Registration Number	
VAT Registration Number	
Tax Clearance Certificate Access Number	
Contact Person	
Authorised Representative (if different)	
Date business commenced trading	
Email	
Phone/Mobile	
URL	
If sub-contractors are being used, provide a brief explanation about their involvement in contract delivery	

If sub-contractors are used their details should be provided using the table hereunder.

Use the table multiple times as appropriate.

Name of company (contractor)	
Address for correspondence	
Company registration address (if different)	
Company Registration Number	
VAT Registration Number	
Tax Clearance Certificate Access Number	
Contact Person	
Legal status	
URL	
Email	
Phone/Mobile	

STEP 3

VERIFY THAT YOU SATISFY THE SELECTION CRITERIA AND WILL SUPPLY SUPPORTING EVIDENCE WITHIN SEVEN WORKING DAYS IF SO REQUESTED (tick box as appropriate)

RULE: This is a **Pass/Fail** requirement: if the tenderer does not self-declare it meets **all** the selection criteria listed hereunder, the tender submission shall be considered as non-compliant and excluded from the competition. Evidence supporting these declarations will be sought from the preferred tenderer only.

Selection Criteria	Yes	No
Comply in full with the economic and financial selection criteria set out in section 3.2A of the RFT and have a minimum turnover of €100,000 on average in each of the last three years.		
Provide as per section 3.2.B of RFT, two comparable and relevant reference sites: see hereunder.		
Have as per section 3.2.C of RFT, declared by way of eESPD that they satisfy the technical and professional requirement(s)		
Have insurances listed in section 2.21.1 of the RFT or can provide prior to the award of contract.		

STEP 4

PROVIDE CV DETAILS OF KEY PERSONNEL

The CV of the proposed Project Manager - who should have at least ten years' experience and relevant skills set and experience to deliver the brief (Appendix 1) - should be inserted into the table below.

Name	
Position in the tenderer's company	
Highest professional qualification	
Number of years' experience as a Project Manager	
Details of comparable assignments managed during career	
Summary of key skills and expertise	
Summary of key experiences	
Confirm availability for duration of the contract term	
Justification for the appointment	

Tenderers should also submit the CVs of the proposed technical support team, including a site supervisor if appropriate. The table hereunder should be used multiple times.

Name	
Position in the tenderer's company	
Highest professional qualification	
Technical support role	
Details of comparable assignments managed during career	
Summary of key skills and expertise	
Summary of key experiences	
Confirm availability for duration of the contract term	
Justification for the appointment	

STEP 5

PROVIDE TWO REFERENCES IN RELATION TO PROJECTS OF A SIMILAR NATURE USING THE TEMPLATE HEREUNDER

RULE: Tenderers must demonstrate a proven track record in the environmental management of grass within the aviation setting or comparable services (but experience within an aviation setting is essential)

by way of two verifiable reference contracts in progress or completed in the past Five years. This is a **Pass/Fail** requirement: if the references are not adequate then the tender submission shall be considered as non-compliant and excluded from the competition.

REFERENCE 1

Name of Project	Click here and insert the name of projecte
Client/Contracting Authority	Click here and insert the name of the client or contracting authority
Public or Private Sector?	Click here and insert either Public or Private
Contract Description	Click here and insert a full description of the project/contract provided to the Client/Contracting Authority
Contract Management	Click here and insert details of the management systems/approach employed during the course of the contract
Contract Performance	Click here and insert tangible examples of where your expertise and skill added value
Contract Value excluding Vat	€Click here and insert the total value charged
Contract Duration (Start/Finish)	Click here and insert the start date and finish date of the project/contract
Comparability Narrative	Click here and insert a short narrative that outlines the extent to which you feel the project/contract is comparable to the Contracting Authority's current requirements
Contract Performance Measurement	Provide evidence of meeting contract performance measurement requirements
Name of Client Referee	Click here and insert name
Address of Client Referee	Click here and insert address
Telephone of Client Referee	Click here and insert telephone number
Email Address of Client Referee	Click here and insert email address

REFERENCE 2

Name of Project	Click here and insert the name of projecte
Client/Contracting Authority	Click here and insert the name of the client or contracting authority
Public or Private Sector?	Click here and insert either Public or Private

Contract Description	Click here and insert a full description of the project/contract provided to the Client/Contracting Authority
Contract Management	Click here and insert details of the management systems/approach employed during the course of the contract
Contract Performance	Click here and insert tangible examples of where your expertise and skill added value
Contract Value excluding Vat	€Click here and insert the total value charged
Contract Duration (Start/Finish)	Click here and insert the start date and finish date of the project/contract
Comparability Narrative	Click here and insert a short narrative that outlines the extent to which you feel the project/contract is comparable to the Contracting Authority's current requirements
Contract Performance Measurement	Provide evidence of meeting contract performance measurement requirements
Name of Client Referee	Click here and insert name
Address of Client Referee	Click here and insert address
Telephone of Client Referee	Click here and insert telephone number
Email Address of Client Referee	Click here and insert email address

STEP 6

RESPOND TO THE AWARD CRITERIA (refer to section 3.3 of the RFT)

Only tenders that meet all the selection criteria will be evaluated.

Tenderers should carefully review the requirements and all relevant technical specifications (Appendix 1 of the RFT) before responding to the award criteria hereunder.

Graphics, diagrams and visual material may be used.

The minimum qualifying mark required is 60% in relation to each sub-criteria. If a tenderer fails to achieve this minimum mark the tender submission shall be deemed non-compliant.

1. COST (2000 marks)

Having regard to the instructions provided in the Pricing Schedule (Appendix 2), tenderers are required to submit a fixed price cost in the table hereunder. It should be priced in euros and exclude VAT.

Fixed Price Cost	€
------------------	---

In addition, tenderers must provide details to justify all the individual elements that make up the fixed price cost. Failure to comply with this requirement may result in the tender submission being considered as non-compliant.

2. METHODOLOGY FOR DELIVERY (3000 marks)

Please see Annex 1 (TRD) to Appendix 1 – Requirements and Specification.

Tenderers are required to provide a detailed methodology demonstrating how they propose to deliver the airside grass maintenance services for the full duration of the Contract.

The response should clearly demonstrate the Tenderer's understanding of the particular requirements and constraints associated with operating within an active aviation environment and should, as a minimum, address:

- The proposed methodology for undertaking routine and reactive grass cutting and associated grounds maintenance activities.
- The proposed deployment of personnel, machinery, equipment and supervisory resources.
- Arrangements for operating safely within an active airside environment, including coordination with the Contracting Authority and relevant airfield authorities.
- Measures to ensure that grass maintenance activities do not adversely affect aircraft operations, aviation safety or operational requirements.
- Procedures for the prevention, identification and removal of Foreign Object Debris (FOD) arising from grass maintenance activities.
- Contingency arrangements for machinery breakdown, personnel shortages, adverse

weather or other circumstances which may affect service delivery.

- Arrangements for responding to urgent or short-notice requirements.
- Quality assurance, inspection and reporting arrangements to ensure that the required standard is consistently maintained.
- Environmental considerations, including the efficient use of machinery, management of grass cuttings/waste and measures to minimise unnecessary environmental impact.
- Business continuity arrangements demonstrating how the required service will be maintained throughout the Contract.
- The proposed methodology for undertaking Bird Hazard Management services

Higher marks will be awarded to responses which demonstrate a clear, comprehensive, practical and robust methodology, supported by appropriate resources and contingency arrangements, and which provide a high level of assurance regarding safety, reliability and continuity of service within an operational airfield environment.

Insert Response Here

3. CONFORMITY WITH THE SPECIFICATION (3500 Marks)

Please see Appendix 1 – Requirements and Specification.

Tenderers must demonstrate the extent to which their proposed service complies with and satisfies all requirements contained within Appendix 1 – Requirements and Specification.

The Tenderer's response should provide sufficient detail to enable the Contracting Authority to assess the proposed solution against each element of the specification and should clearly identify how the required standards will be achieved and maintained.

Particular consideration will be given to:

- Compliance with the required grass maintenance standards, cutting heights, areas, frequencies and associated requirements.
- Suitability and availability of the proposed machinery and equipment.
- Capability to undertake the required works within an operational airfield environment.
- Measures proposed to protect runways, taxiways, aircraft operating surfaces, airfield infrastructure, lighting, signage, drainage and other installations.
- FOD prevention and control measures.
- Procedures for working around aircraft movements and other operational activities.
- Health and safety arrangements relevant to the proposed works.
- Quality control, inspection, rectification and reporting procedures.

- Ability to meet both planned and reactive maintenance requirements.
- Demonstrated capacity to provide the complete service specified throughout the Contract period.

The Contracting Authority will place particular emphasis on the Tenderer's ability to demonstrate full and effective conformity with the specification rather than simply providing statements of compliance.

Higher marks will therefore be awarded where the Tenderer provides clear evidence, supporting methodology and practical detail demonstrating how each requirement will be achieved.

Insert Response Here

4. PROPOSED PROGRAMME (1500 Marks)

Please see Annex 1 (TRD) to Appendix 1 – Requirements and Specification.

Tenderers are required to submit a proposed programme demonstrating how the airside grass maintenance requirements will be planned, scheduled, managed and delivered throughout the Contract.

The proposed programme should demonstrate how the Tenderer will ensure that all areas are maintained at the required standard while accommodating the operational requirements of the airfield.

The programme should, as a minimum, identify:

- Proposed frequency and sequencing of grass maintenance activities.
- Allocation of personnel, machinery and other resources.
- Proposed arrangements for coordinating works with airfield operations.
- Seasonal variations in workload and the proposed management of periods of increased grass growth.

- Allowances for adverse weather and other foreseeable interruptions.
- Contingency arrangements to recover any delayed or missed maintenance activities.
- Arrangements for urgent or reactive works.
- Inspection, monitoring and reporting points.
- Measures to ensure that the programme remains sufficiently flexible to accommodate changes in operational requirements.
- Arrangements for ensuring continuity of service during periods of equipment failure, staff absence or other disruption.

Higher marks will be awarded to programmes which are realistic, clearly structured, adequately resourced and sufficiently flexible to accommodate the requirements of an operational airfield, while providing assurance that the required grass maintenance standards will be consistently achieved throughout the Contract period.

The proposed programme should demonstrate not only when the works will be undertaken, but also how the Tenderer will maintain continuity of service and recover the programme where activities are disrupted by aircraft operations, weather, equipment failure or other unforeseen circumstances.

Insert Response Here

STEP 7

COMPLETE AND SIGN THE 'CANDIDATE'S STATEMENT' HEREUNDER

TO: The Defence Forces

RE: RFT for the supply of an Environment Management And Bird Hazard Control Program

Having examined this RFT, the selection criteria, and the requirements and specifications (Appendix 1), we hereby agree and declare the following:

1. We understand the nature and extent of the services required to be delivered as described in the requirements and specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT and the Confidentiality Agreement at Appendix 6 of the RFT.
3. We confirm that we have complied with all requirements as set out at Part 2 of this RFT.
4. We accept all the selection criteria as set out in Part 3 of the RFT.
5. We agree to provide the Service in accordance with the RFT and our tender submission.
6. We agree that, if awarded any contract we shall comply with the terms and conditions of the Services Contract at Appendix 5.
7. We shall if awarded any Contract have in place on the effective date of the Contract all insurances as required by paragraph 2.21.1 of the RFT.
8. We agree that if awarded any Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, climate, social and labour law.
9. We confirm that all Data Subjects whose Personal Data is provided in our application have consented to the processing of such Personal Data by us, the Contracting Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

Signed: (Authorised Signatory)	
Print Name in Block Capitals:	Click here and insert name
Position:	Click here and insert details
Company:	Click here and insert details
Registered Office Address:	Click here and insert address
	Click here and insert address
Date:	Click here and insert date

STEP 8

SAVE AND SUBMIT THIS TRD (and the ESPD) VIA ETENDERS

End of Document