

**Request for Tenders dated 11/09/2026
for the supply of**

**Design, Construction, Commissioning and Delivery of
purpose built Pilot Boat**

Tender procedure: Open procedure

Tender Deadline: 12/10/2026 16:00

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Part 1: Introduction

- 1.1 A BIMCO NewBUIldCon will be used as the form of Contract for this project. (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the supply of the goods as described in Appendix 1 to this RFT (the “Goods”).
- 1.2 In summary, the Goods comprise:
- Designing, constructing, commissioning and delivery of one purpose built Pilot Boat (The Boat).
- 1.3 *“Not Used”*
- This public procurement competition will not be divided into lots.
- 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 “Goods Contract”) will be issued for a term of 2 years. (“the Term”).
- 1.5 *Not Used*
- The Contracting Authority reserves the right to extend the Term for a period or periods of up to 1 year with a maximum of one such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.6 The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed Goods Contracts may amount to some €1,000,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.7 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 Goods Contract that may result from this Competition and therefore increase their social and economic benefits.
- Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Goods Contract that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

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

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

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

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

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

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

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

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

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing

such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- (a)** To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;:
- (i) the information contained in it continues to be correct; and
 - (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.

- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
 - (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
 - (d) To conform to and comply with all instructions and requirements set out within this RFT;
 - (e) To submit the statement required under paragraph 2.4 below; and
 - (f) Not to alter or edit this RFT in any way.
- 2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with 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 GOODS CONTRACT

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

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

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

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1

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

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

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

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than 16:00 on 12th 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 PDF reader. 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 than 16:00 on tbc 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 180 days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Goods Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Goods supplied under this RFT shall be made subject to and in accordance with the Goods Contract at Appendix 5 to this RFT.

2.10.6 *Not Used*

Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Goods Contract (as defined in the Goods Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the _____ has increased or decreased in the edition of that index published by the _____ most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

In the performance of any Goods Contract awarded, the successful Tenderer(s), and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the goods provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its a decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.20.2

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,500,000
Product Liability	€6,500,000
Professional Indemnity	n/a

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Goods Contract under this Competition, (i) they will, from the Effective Date of the Goods Contract (as defined in the Goods Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1 (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above . A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Goods Contract.

2.21.3 The successful Tenderer will, during the term of the Goods Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

2.22 SAMPLES

2.22.1 *Not Used*

In circumstances where there is a requirement to provide samples under the Selection Criteria, Tenderers must, when submitting any sample(s), furnish such documentation and manuals (if any) relating to (but not being limited to) the:

- (a) operation;
- (b) certification;
- (c) quality control;
- (d) installation;
- (e) care;
- (f) maintenance;
- (g) repair;
- (h) testing;
- (i) training;
- (j) safety;
- (k) storage; and
- (l) disposal of the sample

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 for this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

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

3.2.A Economic and Financial Standing

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

Economic and Financial Standing		
Criteria	Description	Minimum Rule
A: Evidence of Turnover & Cashflow	Tenderers must be in a position to provide a statement upon request clearly demonstrating annual financial turnover and profitability for the financial years 2023, 2024 and 2025. Where the date of establishment of the company was more recent, tenderers must be in a position to provide a statement of financial turnover and profitability upon request for each year the entity has been established. The minimum annual financial turnover required is €2,000,000. Evidence of this shall be confirmed by the Tenderers Financial Auditors by way of audited accounts or a letter from the auditor.	Pass/Fail
Criteria	Description	Minimum Rule
B: Tax Clearance Certificate	Valid Tax Clearance Certificate. Tenderers must have a valid Tax Clearance Certificate and provide evidence of same on request	Pass / Fail
C: Declaration as to Personal Circumstances	Refer to Appendix 4. This form must be completed, signed and returned with the tender submission. Failure to include this Declaration will eliminate you from the competition.	Pass / Fail

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

3.2.B Technical and Professional Ability

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

		Description	Pass/Fail
	3.2.C	Tenderers Statement - Appendix 3 The applicant must submit a Tenderers Statement in the template format as outlined in Appendix 3.	Pass/Fail
	3.2.D	Declaration as to Personal Circumstances of Tenderer – Appendix 4 The applicant must submit a Tenderers Statement in the template format as outlined in Appendix 4.	Pass/Fail
	3.2.E	Declaration regarding Statutory Requirements The Pilot Boat shall comply with all Irish and EU Legislation and statutory requirements including but not limited to the following: • Emissions: Engine emission must comply with current EU regulations • All Statutory requirements including outlined in the requirements and specifications attached as Appendix 1 The applicant must submit a Declaration on headed paper confirming that the unit will comply with the above criteria.	Pass/Fail
	3.2.F	Declaration re Warranty and after Sales Service The applicant must submit a Declaration on headed paper confirming that the unit will comply with the following warranty: 1. The Builder is to provide a minimum twelve (12) month guarantee/warranty period, commencing on handover, for all work undertaken by the yard including equipment installation and provide appropriate transfer of OEM warranties for outsourced components from their suppliers. Any remedial work is to be carried out at Port of Waterford by qualified contractors.	Pass/Fail
	3.2.G	Drawings/Technical Specification: Prior to delivery, the Builder shall provide Two (2) hard copies and one (1) digital copy of the following drawings / plans; 1. General Arrangement Drawing including plan, profile and deck.	Pass/Fail

		2. Details of construction for hull and superstructures including scantlings, dimensions etc. 3. Engine Room Arrangement Drawing. 4. Shaft line drawing. 5. All piping schematic drawings. 6. All electrical diagrams. 7. Wheelhouse Arrangement. 8. Windows and visibility angles from coxswain's station. Drawings / plans will be comprehensive and 'as built' to enable maintenance and repairs and the final payment is dependent on receipt of validated accurate documentation.	
	3.2.H	Experience: Applicants must provide evidence of experience as a supplier of 3 other vessels of this type (or vessels of a similar nature) within the last 5 years.	Pass/Fail
	3.2.I	References: Applicants must provide the name, address and contact number of 3 previous customers who may be contacted for references in connection with the proposed product and for hands-on assessment.	Pass/Fail
	3.2.J	Training: The Builder will train delegated crew members on The Boat's operation and capabilities for the duration of up to two (2) working days.	Pass/Fail
	3.2.K	Delivery Timeframe: The Builder must confirm on company letterhead that it is capable of delivering the Pilot Boat within three (3) years from the date of award of contract.	Pass/Fail
		RESULT	Pass/Fail

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

3.3 AWARD CRITERIA

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

Award Criteria	Sub - Criteria	Marks available	Weight (%)
1	Cost Total Cost & Delivery Time Frame	5,500	55%
2	Design:	1,000	10%
3	Operational Performance:	1,000	10%
4	Safety:	1,000	10%
5	Environmental:	500	5%
5	Service Support:	1,000	10%
Totals		10,000	100%

The Quality/Total Cost & Delivery Time Frame weighting above will be applied to the Tenderer's scores. The weighted scores will be added together to calculate the overall score for the tender. The details submitted with the RFT submission and specifically the elements of the Quality submission will be contractually binding. The details provided by the Tenderer within the RFT submission must be undertaken and will be enforced by PoWC.

PoWC will assess the Tenderer's quality score on the basis of the information submitted by the Tenderer in the RFT submission. However, if a Tenderer fails to achieve the **minimum standard score** (50% of the Quality Marks), it will result in their RFT submission being rejected.

Please complete the Pricing Schedule. PoWC has prepared a pricing template, Appendix 2 for pricing purposes only. The Tenderer will be required to submit the pricing template fully priced as part of the tender return.

PoWC will use the price scoring mechanism set out below to convert the Tenderer's Tender Assessment Total Cost into a score.

$$\text{Tenderer's Cost score} = \left(\frac{\text{Lowest Tender Assessment Total Cost}}{\text{Tenderer's Tender Assessment Total Price}} \right) \times 100$$

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

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

- (b) the evidence specified at paragraph 3.3.2 (a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 (b) and (c) above.

3.4 PRESENTATION OF 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 Goods Contract and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than 10 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Goods Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

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Port of Waterford Company will not be responsible for any expenses or costs incurred in the preparation of this tender.

Port of Waterford Company reserves the right not to proceed with the placing of this contract.

Part A – Technical Specifications

1. OBLIGATIONS OF BUILDER

- The successful builder must contact the MSO at the outset to apply for survey, and have a Surveyor appointed, and forward Scantling and Construction drawings to the MSO for approval, prior to work commencing on the hull. As part of the vessel Registration process, a Tonnage Measurement is also required from the MSO.
- This Technical Specification defines the basic design requirement for a Pilot Boat (The Boat) to serve pilotage operations at Port of Waterford. The criteria listed below are the minimum expected standard, this specification is not exhaustive and does not list every detail which may be required in construction and outfitting of The Boat.
- The builder will be responsible for the complete design, construction and performance of The Boat and the quality of all materials, equipment and workmanship. The builder will be responsible for any sub-contractors used in any part of the project and certification costs. Equipment removal routes for major systems and items of key equipment to be identified, mapped and removal method provided.
- It is essential that the successful tenderer forwards their drawings to the MSO for approval prior to work commencing.
- A Class Society Moulding Certificate is required, the builder shall liaise with the Class Society and MSO as required in respect of the same.

2. PREFERRED DIMENSIONS

Length Overall: 14.5 – 15.0 m

Beam: 4.0 – 6.0 m

Draft: 1.0 – 2.0 m

Displacement: 17 - 25 tonnes

Max Speed: 25 Knots

Service Speed 20-21 Knots for maximum fuel efficiency with minimum emissions optimising hull resistance and engine, gearbox, propeller and trim tab/interceptor relationship.

Propulsion: Twin propeller

Service Time: Minimum 20-year life service.

Please confirm that your proposed pilot boat will meet these preferred dimensions.

3. CLASSIFICATION AND CODING

- The Boat will be registered in Waterford. The hull, deck and superstructure shall be constructed in accordance with MSO approved drawings and shall meet the requirements of i) Irish Merchant Shipping Regulations (Passenger Boat) SI No. 273/2002 as amended for a class P5 vessel and ii) Special Service Craft for operational area G2A.

- The hull shall also be delivered in compliance with the applicable laws, rules, regulations and requirements of an agreed Classification Society's Rules. On completion, a Classification Society hull moulding certificate shall be provided.
- The boat must be built under survey by the Marine Survey Office for issue of an Irish Passenger Boat License for up to 7 persons. Early communication and exchange of proposed scantlings with the Irish Marine Survey Office will be required.

Please confirm your acceptance of the above and please note that the number of visits with the successful tenderer will be subject to contract.

4. OPERATIONAL CONDITIONS

- The Boat's machinery and equipment shall be capable of carrying out duties in the weather conditions experienced offshore in Ireland year-round. This could be in the region of -5° C, up to 30°C. The Boat shall be capable of operating to at least ISO 12217 Design Category B 'Offshore' requirements i.e. wind of up to Beaufort force 8 and/or significant wave height of 4m.
- The Boat shall be capable of operating to at least operational area G2A requirements as defined by SSC rules and will be certified by the agreed Classification Society for operations without any constraints to wind strength (all weather capabilities). The Boat is to be operated by a crew of two (2). The Boat will exceed 20 years of in-service life.
- English language, nautical miles, metric and Celsius system shall be used throughout.

Please confirm that your proposed pilot boat will meet these operational conditions.

5. STABILITY

- The Boat shall comply with Irish Department of Transport and Classification Society requirements and regulations for stability and safety. An operational safety plan and stability booklet, complete with inclining experiment results, is required. The minimum stability criteria shall be per the IMO Code on Intact Stability.
- Inclining test to be carried out in advance of sea trials and witnessed by Marine Survey Office.
- The vessel shall be self-righting. No inversion validation test required but documented evidence of capability will be provided.
- Watertight bulkheads shall be arranged so that in the event of flooding of any single compartment the main deck will remain above the water with sufficient stability.

Please state your compliance with the above and that required safety plan and stability booklet, complete with inclining experiment results will be provided.

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6. VIBRATION AND NOISE

- The Boat shall be constructed with the comfort and safety of the occupants in mind. Suitable engineering controls should be implemented to minimise vibration and noise. The following maximum levels of noise are permitted with engines running at full speed:
 - Wheelhouse 65dB (A)
 - Tank Space 85dB (A)
 - Engine Room 110dB (A)
- Insulation should be provided as much as possible in order to minimise noise. Generally, the insulation will consist of glass wool mats, covered by stainless steel perforated plates in the Engine Room. Sound and thermal insulation will be combined as far as practical.
- External noise shall be minimised. The builder should provide details of external noise from previous similar builds.
- Vibration & Noise: A noise measurement survey to be carried out on the finished vessel by an independent surveyor to ensure that the vessel complies with National (Control of Noise at Work Regulations) and European noise regulations.

Please provide engine data sheets, detailing noise levels expected in the above compartments and externally.

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7. FUEL EFFICIENCY

- The Boat is to provide for fuel efficient operation at all speeds and will be operated at the optimum speed (20-21 knots). Fuel consumption graphs showing operational speeds per nautical mile at service conditions should be provided. Accurate fuel indication and recording should be included.
- The engine shall run on Marine Grade Gas Oil in accordance with marine fuel specification standard ISO 8217. This standard includes additional specifications (DF grades) for distillate marine fuels containing up to 7.0 volume % FAME.
- The Engine shall be capable of operation with biofuel or biofuel blends. It is expected that an increased percentage of Biofuel or biofuel blends will come into force during this time. The tender shall include an outline on how the engines will operate on such HVO, biofuel and biofuel blends with a proposal on any additional future modifications necessary to incorporate the ability to operate with Biofuels or biofuel blends.

Please provide engine data sheets detailing the fuel consumption.

8. HULL

- The hull shall be a mono hull of a semi-displacement or semi-planing shape. The hull shall have a multi chine with a flat transom and skeg for propeller protection and directional stability.
- The hull shall be of fibre reinforced composite of laminated construction, constructed in accordance with the requirements of the approved scantling sizes of a classification society and MSO Class P5 Passenger Boat requirements.
- The hull shall be of Glass Reinforced Plastic (GRP), constructed in accordance with the requirements of the classification society and Class P5. The hull form shall provide a strong, fuel-efficient craft with exceptional sea-keeping ability with minimum hull resistance, designed to provide a stable platform for pacing, coming alongside, pilot transfer and breaking away.

Please provide tank test / modelling data which demonstrates the hull's efficiency.

9. MANOEUVRABILITY

The Boat will have exceptional manoeuvrability, especially with its highly responsive steering, that will be demonstrated clearly at sea trials.

Please provide details of the boat's manoeuvrability characteristics – stopping distance, emergency stopping distance, turning circle etc.

10. INTERNAL LAYOUT

- The hull shall be divided into compartments, separated by transverse watertight bulkheads in accordance with the requirements of MSO Class P5 Passenger Boat requirements.
- Bulkheads will be fitted with watertight doors.

- The engine room watertight door will be fitted with 150 mm round porthole.
- Sharp corners and edges will be rounded out to avoid injury.
- Suitable hand holds and handrails will be provided to assist movement throughout the accommodation.

10.1. Wheelhouse

- The wheelhouse shall be constructed of marine grade GRP and be totally enclosed.
- The wheelhouse shall be constructed so as to minimise noise and vibration, have large windows providing all around and vertical visibility, shall be fully ventilated and shall contain all of the boat's controls, instruments, alarms and equipment.
- The wheelhouse bulkheads shall be a non-reflective, easily replaceable laminate and include sound insulation.
- The wheelhouse deck shall be covered with a durable, non-slip material; the deck covering should insulate the wheelhouse against noise and vibration. Additional non-slip panels will be installed where required.
- Suitable handrails are to be provided to assist movement all around the vessel.
- The final layout of the wheelhouse to be agreed by Port of Waterford.

Please provide details of the wheelhouse construction.

10.1.1. Seating and Arrangement

- Seating shall be provided for a minimum of seven (7) persons, arranged as follows:
 - One (1) coxswain seated centre forward,
 - One (1) crew man seated forward adjacent to the coxswain,
 - And a minimum of five (5) pilots.
- All seats shall be individual, shock mitigating and fitted with arm rests and 4-point harnesses.
- Grammer Avento air suspension seats shall be provided by the builder.
- Seats shall be covered in a waterproof, breathable vinyl complete with Port of Waterford logo.
- Storage shall be incorporated into the seat base.
- The coxswain will be positioned on centre line of the wheelhouse.
- A console will be installed across the front of the wheelhouse and will contain all controls and instruments for operation of The Boat arranged in an ergonomic manner around the coxswain's position, so as to have good visibility angles and ease of operation.
- One (1) of the pilot seats should be provided with a small working desk and have access to a multifunction navigation display and slave VHF Radio. This workstation shall be separate from the coxswain's position.
- The layout of the console to be agreed by Port of Waterford.

Please provide details of the proposed seat type, make and model.

10.1.2. Equipment and Stowage

- The Navigational equipment provided shall meet the requirements of the MSO Class P5 Passenger Boat regulation. All equipment must be EU Marine Equipment Directive (MED) Certified. The final layout of the navigational equipment to be agreed by Port of Waterford.
- Navigational equipment shall be installed as per 13.5.1 Navigation Equipment
- Electrical equipment, wiring, networking and emergency batteries shall be located behind the console.
- The Wheelhouse shall be fitted with a Marine Clock, Barometer and stainless-steel name plate bearing the vessels particulars and classification details.
- Stowage within the wheelhouse should be provided for the following loose equipment;
 - Charts and Nautical Publications
 - Technical file containing: Documentation, checklists, operating manuals
 - Binoculars
 - Defibrillator
 - Lifejackets
 - Loose equipment listed in Annex 1 – Lifesaving Appliances & Loose Equipment
- The Technical file must contain installed circuit diagrams specific to the vessel. These may be subject to a 10% fact check at FAT/SAT. If errors are found, all must be 100% rechecked at the supplier's cost.
- Engine alignment details and baseline vibration readings should also be recorded in the Technical file.

Please advise how you will meet the equipment and stowage requirements

10.1.3. Wheelhouse Ventilation

- The wheelhouse shall be provided with an air conditioned ventilation system for heating, cooling and demisting of the coxswain's forward and side windows. The controls for the system shall be located in the console. The hot air heating system fitted must be of adequate design to maintain the wheelhouse temperature of 18° C. Outlets must be adjustable, and the system must have vents to provide fresh air with anti-flooding measures in place. System capable of at least six air changes per hour.
- The controls for the system shall be located in the console.
- The hot air heating system fitted shall use hot water from the engine to heat a radiator and provide hot air trucked to the helm station from where four adjustable outlets provide hot air to demist the screens, and sufficient anti-flooding vents provide fresh air.

Please provide details of the proposed ventilation system

10.1.4. Heating

- 2 of 1000W black electric heaters shall be installed in the wheelhouse to provide background heating in the main cabin. These shall be thermostatically controlled to provide frost protection and to maintain internal temperature when connected to shore power supply.
- The shore power for electrical heating (metered and timer controlled) should also supply 24v block heaters (engine manufacturer supply) to allow heating of the engines cooling jacket to allow for fast engine start (jacket water and lube oil).

Please provide details of the proposed heating arrangement.



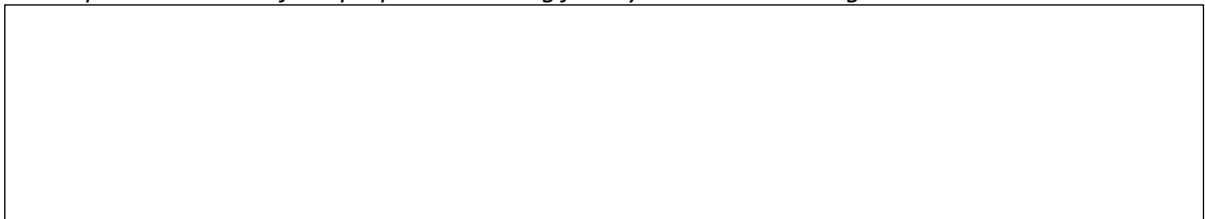
10.2. Below Decks

The following compartments, listed from forward to aft shall make up the below deck arrangements.

10.2.1. Fore Peak

- The fore peak extends aft of the collision b/head and is a void space provided with a sole and capable of being used as a storage area.
- Access is via a Hercules aluminium deck hatch. There is full access to all fittings, and the area is flow coated.
- A stainless-steel ladder provides access down into the hold.
- A manually operated valve shall be fitted to allow the bilge of the forepeak drain into the void space.
- The Void will have a ladder leading to a hatch to the foredeck.
- 24v lighting shall be fitted and have a minimum of IP67 rating.

Please provide details of the proposed draining facility and access arrangement.



10.2.2. Forward Accommodation Area

Between the engine room b/head and the collision b/head is incorporated the forward accommodation. This accommodation area shall be finished to a high standard specification to be agreed pre-build. It must also be possible to pump out this space.

Please provide details of the proposed space layout.

10.2.3. Engine Room

- Engines shall be spaced apart so as to have ample workspace around the engines with easy access to maintainable components. Suitable handrails and guards surrounding the machinery are to be provided.
- The top of the engine room floor shall be placed as low as possible (so as to maximise the freestanding height). Deck panels shall be easily removable by way of pumps and valves.
- The compartment should be acoustically and thermally isolated to prevent radiation and to minimize noise. Insulation shall consist of fireproof glass wool mats, covered by stainless steel perforated plates, insulation shall be lined around frames and bulkheads to avoid noise bridging. Fire retardant gel coating and finishing shall be used in the Engine Compartment.
- There shall be openings for access to all equipment under the floor in the bilge.
- Floor plates to be secured in place, but capable of easy removal to allow maintenance.
- Name plates shall be bolted to floor plates. Valve handles shall be above plates.
- The Engine Room shall be so designed as to facilitate access, engine maintenance and/or removal of engines and machinery.
- Pipe work for bilges, fire mains, engine cooling seawater, and fuel should be easily recognisable either by painting or other means to be agreed with PoWC.
- A small fixed mounted toolbox shall be installed containing tools necessary for upkeep and maintenance of the machinery.
- Any cable terminations and solenoids shall be protected from splashes during routine maintenance.
- All pipework and connections associated with seawater interfaces shall be of stainless steel

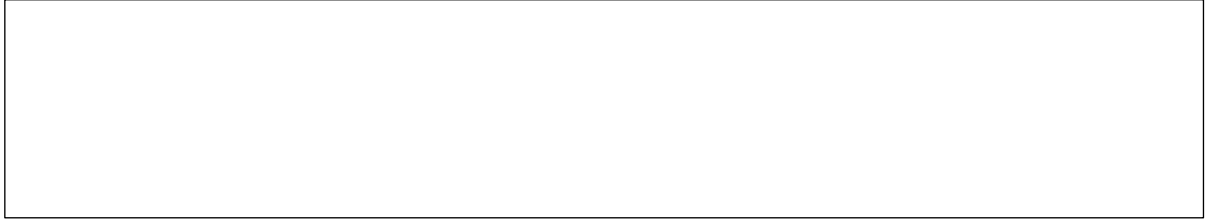
Please provide details of the proposed engine room layout, and method of removal of engine and gearbox with respective timelines.

10.2.4. Fuel Tanks

- The tank area is the cabin sole and the fuel filters are fitted in the ER. The Boat will be fitted with two independent fuel tanks constructed of steel or MSO approved equivalency based on ISO Standard 21487 :2022, situated in the forward compartment underneath the forecabin sole, accessed through a sealed hatch, providing a combined capacity of 1800 litres, are constructed from Isophthalic resin, a chemical and oil-resistant resin.
- The tanks are moulded as a separate structure, complete with baffles and stainless-steel inspection hatches in the front of the tanks and will be glassed into the main hull structure.
- They are installed on top of the transverse frames and 125mm above the shell laminate.
- The tanks will be fitted with a suitable number of baffles. Each tank will have an inspection hatch in the front into which fuel take off and returns as well as venting will be fitted.

- Quick losing valve arrangement to be fitted to each fuel tank to allow rapid isolation in the event of a fire or fuel leak.

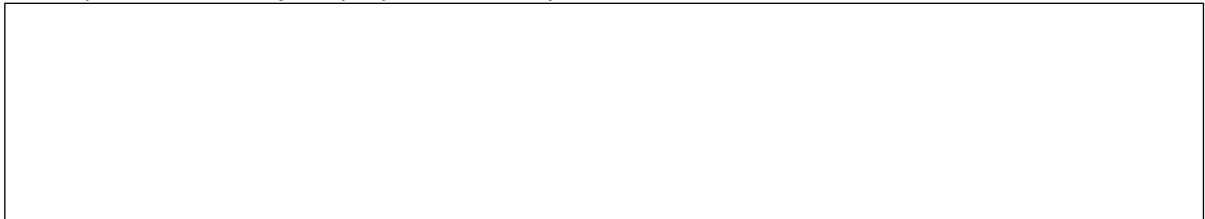
Please provide details of the proposed fuel tank layout.



10.2.5. Toilet

A separate heads compartment is located in the forward cabin and will be fitted with a manual Jabsco sea toilet and sink with cold water supply. Toilet should be fitted with suitable anti-syphon fittings and dedicated overboard discharge valve.

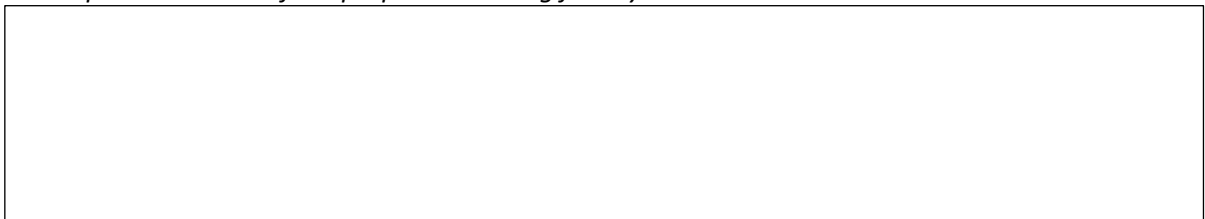
Please provide details of the proposed toilet layout



10.2.6. Steering Flat

Access to this area is from a Hercules heavy duty cast aluminium hatch which complies with Marine Notice 11 of 2026, situated on deck aft of the cabin entrance. This area contains the rudder and steering gear exhaust water traps and exhaust outlets. A stainless-steel ladder provides access down into the space. 24v lighting shall be provided and shall have a minimum of IP67 rating.

Please provide details of the proposed steering flat layout.



10.3. Ventilation

- In addition to hatches, ventilation is provided for the Heads compartment by a circular dorade type anti flooding vent, the Forward Accommodation area by an overhead circular dorade type anti flooding vent and the Wheelhouse by an overhead circular dorade type anti flooding vent.
- No hatch to be fitted to wheelhouse deckhead or the forward cabin space.
- Engine room intake air is supplied through ventilation inlets integral to the aft section of the wheelhouse port and starboard. The vents will be aft facing, supplied by F.E.I.T. Air water separators using vertical vanes to prevent any water from entering the engine compartment.

- Air is brought to the engine room at low level down through integral trucking in the aft section of the superstructure.
- Two manually operated fire dampers are fitted allowing the engine room to be isolated in the event of fire.
- The size of the ventilation and the number of air changes within the Engine Room shall be commensurate with Scania's requirements for main engines combustion and ventilation cooling and the engine supplier shall sign off acceptance of this design.
- Where fitted both forced ventilation and extract fans must be efficiently controlled. Ventilation fans to be capable of start/stop from helm in addition to automatic shutdown as part of STAT-X system. The sea water cooling circuit for the scavenge air, jacket water and lube oil coolers should be designed for local weather conditions.
- All openings for ventilation shall be provided with a means of closure. Trunking must be built from stainless steel.

Please provide details of the proposed ventilation solution.

10.4. Internal Doors

- Internal watertight doors shall be provided in the transverse bulkheads. All doors should be fitted with solid neoprene seals or similar. All doors shall have 'Keep Closed at Sea' signage posted and be fitted with strong hook-backs.
- Seaglaze type 28 watertight doors are used for all watertight b/head access. They are secured open by a HD spring bolt.
- The forward and aft doors to the Engine Room bulkheads shall have an appropriate fire rated porthole for viewing the engine space. The Engine Room doors shall have noise warning signage and information on the Fire Suppression System.

Please provide details of the proposed door design and hook-back arrangement.

10.5. Signage

- IMO Photo-luminescent signage is to be used for all Lifesaving Equipment and Fire Fighting Equipment. Safety and Warning signage is to be posted where necessary.
- A plan of Lifesaving Equipment and Fire Fighting Equipment, instructions for lifejacket donning, instructions for liferaft deployment should be displayed.
- A poster of the Required Boarding Arrangements for Pilot shall be posted prominently. IMO Muster point signage must be included.
- The vessel's name, call sign and MMSI number shall be displayed on inscription plates next to the VHF Radios.

- Signs/decals applied to the boat's topsides, deck and superstructure shall be confirmed with PoWC prior to application and shall include vessel's name and port of registry.

Please state your ability to comply with the signage requirements

10.6. Painting

Internals and bilges shall be painted to a colour agreed by PoWC. Vessels name on the transom and two either side at the bow, Pipe work for bilges, fire mains, engine cooling seawater, and fuel should be easily recognisable either by painting or other means as agreed by PoWC.

Please state your ability to comply with the painting requirements

11. EXTERNAL LAYOUT

11.1. General

- The deck arrangements shall enable disembarking and embarking of pilots, with maximum safety and without obstacles. The arrangement should suit SOLAS Chapter V regulation 23.
- Pilot boarding shall be from deck level forward of the Wheelhouse. The Wheelhouse location should allow for free passage on both sides of the deck with the narrowest point exceeding 600mm.
- The deck shall be coated in a durable, high friction, non-slip material with a toe rail running around the outer deck edge. The colour of the coating to be agreed with Port of Waterford.

Please provide details of the width of the narrowest part of the deck at the wheelhouse.

11.2. Glazing

- Wheelhouse glazing shall provide all-round and vertical visibility. All windows are to be standardised with black frames / black Gel coat. Windows must be suitable for self-righting. The final choice on window model is to be agreed by PoW.
- The front windows should be spread out on the entire width and height of the front of the wheelhouse, divided into no more than three (3) windows; mullions shall be as narrow as possible.
- Double glazing shall be fitted to forward facing screens and coxswain's port and starboard side panels to be fitted with black frames. Builder to guarantee integrity of double-glazed windows for a minimum of 5 years.
- Vertical visibility shall be provided by windows installed in the roof of the wheelhouse; these windows shall be fitted with anti-glare glass and allow the coxswain to see up to 70° from the horizon. Maximum viewing angle should be provided so as to see the pilot standing on the bow and at the top of the pilot ladder.
- The forward windows, and side windows adjacent to the coxswain position, shall be fitted with individual demisters and an efficient means of shading such as retractable sun blinds as agreed with the Port.
- The rear of the wheelhouse including the door shall be glazed. No hatch to be fitted to wheelhouse deckhead.

Please provide details of your proposed glazing and a detailed methodology for replacement of windows.

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11.3. Window Wipers & Wash

- Exalto 40Nm multi speed and self-parking wipers shall be fitted to all forward windows. The motors shall be top mounted internally and insulated against noise. Wipers shall be multi-speed, and capable of synchronous and individual operation.
- A water spray system shall be installed - the fresh water will be taken from the main water tank, pressurised and controlled by a solenoid valve. PVC hose is used in the water supply run. Means of draining the pipework shall be provided.

Please provide details of proposed wiper supplier and the spray water system.

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11.4. Mooring Bollards

Marine grade 316 stainless steel double bar bollards are to be provided for mooring, three bollards at the bow, two midships cleats recessed into the superstructure side and two stern bollards, especially

strengthened to allow towing with a bridle. The bollards should be positioned clear of the working area, in positions agreed by Port of Waterford, and shall be mounted on strengthened, watertight under deck doublers.

Please provide details of the proposed location and the free space available around the recessed bollards.

11.4.1. Mooring Equipment

The following mooring equipment shall be supplied;

- 4x 20mm x 20m Mooring Ropes
- 4x F7 Fenders (White)

Please confirm your ability to provide the required mooring equipment

11.5. Anchor and Cable

- A recessed anchor locker is set into the forward section of the foredeck deck to allow below deck fitting of a Bruce type anchor suitable to the size of the vessel secured in a S/S bracket with quick release spring bolt, chain and warp.
- The anchor shall be supplied with at least 4m of chain and 10mm rope 4x LOA.
- The recess and locker is drained. The hatch is secured with two HD flush catches and HD hinges on the after side of the hatch, the final design to be approved in advance by Port of Waterford.
- A quick deploy drogue shall be supplied, secured in the forepeak space.

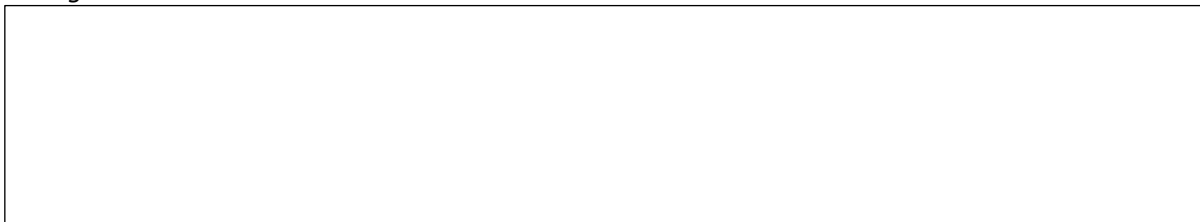
Please provide details of the proposed anchor stowage arrangement and deployment procedure.

11.6. Railings

- An outside handrail shall be provided all around the wheelhouse. Transom railing with door for access to the MOB recovery platform shall be fitted aft and a pulpit railing fitted around a forward island extending onto the bow.

- All external handrails are fabricated from 32mm diameter 316 polished stainless-steel pipe and bolted to the superstructure with round backing plates with internal concealed fixing (12mm bolts) and black powder coated.
- The handrail shall be suitably braced and supported to allow free movement along the rail without impediment. The connection to deck and superstructure shall be with stainless steel flanges and stainless-steel bolts secured with stainless steel self-securing nuts. All fittings shall be easily accessible for repair.
- An appropriately certified Hadrian Safety Rail, black in colour, shall be provided running continuously from the port aft deck to the starboard aft deck around the wheelhouse, the rail should be fitted with six (6) cars and lanyards. There shall be a suitable D ring for securing the cars and lanyards at the ends of the rail system. There is no requirement for a Hadrian rail to be fitted to the forward pulpit rail.
- Strong points for personal safety lines shall be incorporated into the transom railing for use with the MOB recovery system – the positions of which to be approved by Port of Waterford.
- Other rail fittings will include two (2) rear B/head vertical handrails mounted by the cabin door, four (4) vertical stainless steel grab poles in the wheelhouse and in addition throughout the craft where necessary the required number of vertical 25mm grab rails to allow for safe thoroughfare will be fitted.

Please provide details of the proposed railing design including rail diameter and deck securing arrangements.



11.7. Doors and Hatches

- A Seaglaze 28 watertight access door to the wheelhouse should be located on the aft bulkhead; the door should be fitted with a 150mm porthole to aid visibility and be operated from a single handle. The door shall be fitted with a strong hook-back as agreed with the Port.
- The door shall be fitted with a solid neoprene seal or similar. Door shall have 'Keep Closed at Sea' signage posted and be fitted with a strong hook-back. The door opening shall be wide enough to allow a stretcher pass through freely.
- The door shall be capable of being locked with a suitable marine grade lock.
- Access to below decks shall be via a watertight door and the door shall be fitted with a solid neoprene seal or similar. The door shall have 'Keep Closed at Sea' signage posted and be fitted with a strong hook-back.
- Seaglaze type 28 watertight doors are used for watertight b/heads. The engine room bulkhead doors (forward and aft) will both have a 150 mm round porthole fitted.
- A sufficient number of keys for accessing the wheelhouse shall be provided as agreed with the Port.
- Hercules heavy duty cast aluminium hatches full waterproof are used for deck hatches for both the bow forepeak and stern aft compartment access.
- Any Flush Deck Hatches installations to comply with marine Notice 11 of 2026 – "Fitting of Flush Deck Hatches in Passenger Boats".

Please provide details of the proposed door and hatch manufacturer and design.

11.8. Fendering

- A suitably robust fender system shall be incorporated into The Boat's hull to protect from impact.
- The fendering system shall protect The Boat from coming alongside and pushing the bow unto vessels and quay walls. Ideally the fendering system will not be secured using through hull fixings.
- The fendering system should facilitate easy repairs and removal, with spares readily available. The fender system shall provide safe foot grip when wet.
- Additional fendering is required on the port and starboard quarters.
- Final design to be agreed by PoW in advance.

Please provide details of the proposed fendering system.

11.9. Bunker Station

A bunker station shall be provided above deck for refuelling. The bunker station shall be large enough to provide easy access and provide spill prevention. The final design of the bunker spill control to be agreed with PoWC. The fuel tanks can be interconnected by a valve in the tank space to either isolate or join the tanks, allowing both tanks to be filled from one filler.

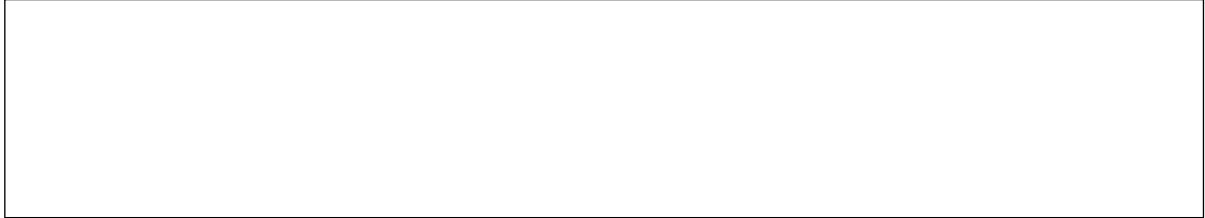
Please provide details of the proposed bunker station design and the volume of spilled fuel it can hold.

11.10. Mast

- A stainless-steel/GRP mast shall be mounted with stainless steel fittings on the wheelhouse roof. The mast shall be designed to carry all of the navigation equipment, navigation lights, sensors, aerals, cameras, electric horn and lights required. All electrical equipment on the mast should be wired to a junction box with detachable sockets to ease removal of the mast for transport or repair.

- Two (2) yardarm halyards are to be fitted to the mast for carrying signal flags. A Radar reflector shall be incorporated into the mast. A radome radar scanner shall be installed forward of the mast.
- Final design to be confirmed with POWC.

Please provide details of the proposed mast design and the folding arrangement.

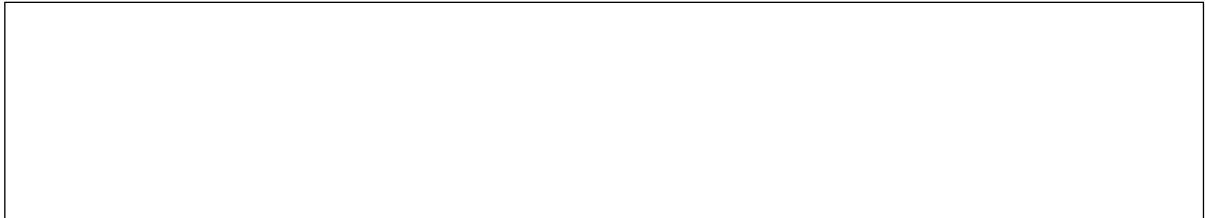


11.11. Wheelhouse Roof

The wheelhouse roof shall house the mast, aerials, radar, 2 search lights, deck lights, cameras, loud hailer, GRP mount for gull scarer and other equipment as necessary. This will include the addition of two (2) forward independent remote control Sanshun dual beam search lights, or equivalent and no requirement for manual unit.

Two folding steps to gain access to the roof for maintenance will be fitted.

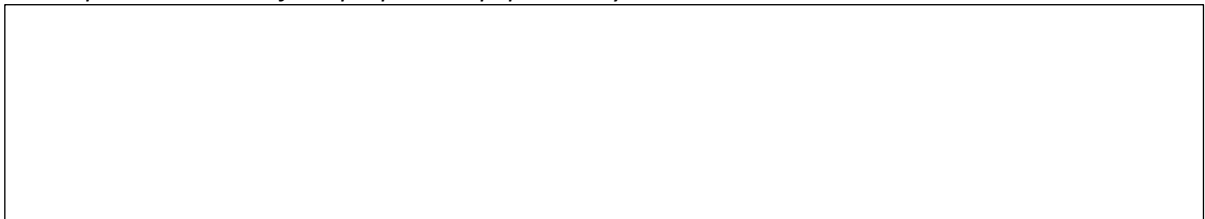
Please provide details of the proposed ladder design.



11.12. Life Saving Appliances

- Stowage for life saving appliances required per Annex 1 – Lifesaving Appliances & Loose Equipment shall be provided on the open decks, including lifebuoys, liferaft, boat hooks, Mate Saver etc, as agreed with the Port
- The liferaft shall be provided with a means of protection from breaking seas.
- A chart posted in the Wheelhouse shall indicate the stowage of all Life Saving Appliances.
- The design of the cradle for the liferaft to be confirmed with POWC in advance.
- The proposed location of equipment on the outside decks is to be forwarded to Port of Waterford for approval.

Please provide details of the proposed equipment layout.



11.13. Man Overboard Recovery & Ladder

- A Man Overboard Recovery System shall be provided across the transom, the system will be electrically operated locally and be capable of recovering a casualty in a horizontal position.
- The system shall incorporate a manual back up. The final design shall be approved in advance by Port of Waterford.
- A stainless-steel wire guardrail fitted with a pelican hook shall protect the opening when the platform is deployed. Strong points for personal safety lines shall be incorporated into the pushpit railing for use with the MOB recovery system.
- A stainless-steel ladder shall be fixed to the transom.
- Two boathooks and a 'Mate-Saver' rescue pole will be secured at an accessible location on deck. A light shall be fitted to the transom to illuminate the area.

Please provide details of the proposed MOB recovery system, its operation, the manual backup operation if applicable, and the locations of strong points.

11.15. Painting (above waterline)

Colours shall be achieved by gel coat. The colours of the paint scheme are to be agreed in advance.

Please provide details of the proposed gelcoat and/or paint supplier and gelcoat and/or paint specification.

11.16. Anti-Fouling (below waterline)

- The complete underwater area is to be painted with International Interspeed antifouling and approved by Port of Waterford in advance.
- The antifouling system should be free of TBT or other harmful substance, a certificate of conformity should be provided. The antifouling coating is to be applied in accordance with the manufacturer's instructions using appropriate primers.

Please provide details of the proposed manufacturer, the lifespan of the antifouling and the maintenance requirements.

11.17. Markings and Identification

- The Boat's name will be marked on the sides and port of registry on the transom.
- The word "PILOTS" and "Port of Waterford" shall be marked on both sides of the wheelhouse in black reflective vinyl letters.
- Draught marks to be painted fore and aft.

Please provide details of the proposed identification marking method.

11.18. Lifting

The Boat is to withstand lifting by strops on a marine hoist or crane. Recessed lifting points forward shall be built into the boat, they shall be load tested and Certified.

The aft lifting points shall, also be certified, and be capable of being used to facilitate storm moorings.

Please provide details of the proposed lifting arrangement.

12. MACHINERY AND PROPULSION

12.1. Engines

- The Boat shall be fitted with twin Scania IMO Tier II marine diesel engines type DI13 070M 500hp with sufficient power to deliver a maximum speed of 25 knots with The Boat fully loaded under fair weather conditions and fitted with Scania C300 remote monitoring for main engines. There are no engine limitations on low rev running and idle time and 30 to 60 seconds is sufficient for engine warm up and close down times.
- The pilot cutter fuel efficiency and minimum emissions requirement are a significant factor. Evidence of the engine, gearbox, propeller and trim tab combination operating together with a cutter of minimum hull resistance at the planned running speed is a decisive factor in determining the boat best suited to PoWC. Therefore, accurate specific fuel efficiency readings per nautical mile at this speed should be provided to PoWC at sea trials to allow for comparison with information provided in the tender. The test will be carried out with the trim tabs fixed to standard setting.
- EIAPP (Engine International Air Pollution Prevention) certificates shall be provided together with Scania verification that engines can efficiently run on HVO/biofuels. A copy of the technical file for the engine is also required.
- Engines shall be capable of being stopped by direct mechanical means e.g. manually operated fuel shut off valves operated from outside the machinery space or enclosure. The

mechanical shutoff valve needs to be positioned to stop the engine in a timely fashion when operated, i.e. located on or as close to the engine as possible, alternatively a “power to open” fuel solenoid could be fitted which shuts on loss of power stopping the engine. Such means shall not rely on any external source of power and shall be capable of operating when no power is available on the vessel.

- Engines shall be mounted on robust mounts, matched to engine weight, torque and be suitable for self-righting capabilities. The engines shall be spaced apart so as to have ample workspace around the engines with easy access to maintainable components. The engines should be configured so that there is ease of access to lube and fuel filters, dipsticks and strum boxes, all preferably on the inboard or forward side of the engines.
- Protective guards shall be fitted around hot or moving parts as required. Engines shall be fitted with block and sump heaters powered from the shore power supply.
- The machinery will be installed in accordance with the manufacturer’s recommendations and installation instructions and commissioned by the appointed agent / engineer and tested to provide conformity with the manufacturer’s recommendations which will ensure warranty. Alignment details and baseline vibration readings will be provided at sea trials.
- A Scania C300 remote engine monitoring facility will be provided and an antenna fitted on the mast sends data to the receiving station via GSM. The availability of remote boat monitoring system of all the collected boat data capable of being viewed real time on the internet at PoWC cost will be made available by Scania.
- The main purpose of this is to provide remote diagnostics of instrumentation, electrical and engine problems (allow engine manufacturer to monitor/fault find), as well as allowing the vessel owner to produce long term efficiency and duty cycle statistics.
- Engine strum boxes (basket type) with a viewing port, emergency crossover between engine suctions and fitted with wing nuts for expedient cover removal should be fitted.
- Sea water piping and fittings to be sized to engine manufacturers requirements.
- The engines will be fitted with Scania block heaters which can be supplied from shore power.
- Additionally, the extended Scania 3-year engine warranty is required.
- Sight glasses shall be fitted for the engine coolant.
- Oil levels shall be capable of being dipped from a readily accessible position as agreed with the port.

Details of the Scania engine to be installed.

Model	DI13 070M 368 kW (500HP)
Power to Weight Ratio	0.42
Max Speed	26 Knots
Cruise Speed	20 - 21 Knots ³
Fuel Consumption (litres/N Mile) wrt graphs	Match Annex 3 of specification ⁴
Warranty Period	12 months
Design Life	20 years
Limitation on low rev running & idle time	None
Warm-up & Close-down time	30 to 60 seconds.
Alignment & baseline vibration readings	Required and signed off by OEM
Extended warranty required.	3 years

³ Expected but optimal cruise speed should be determined at sea trials.

⁴ With Trim Tabs fixed to std position.

Please address how you will meet the engine requirements.

12.1.1. Engine Removal

- The Engine Room shall be so designed as to facilitate access, engine maintenance and/or removal of engines and machinery.
- Electrical connections to engines shall be via plug-in system.

Please provide details of the engine removal procedure.

12.2. Gearbox

- The Boat shall be fitted with two (2) Twin Disc “QuickShift” MGX-5136A gearboxes with Power Commander electronic controls. The gearboxes shall be matched to the engine output to deliver both the maximum speed and the maximum efficiency at cruising speed. They shall be set up to operate in a counter rotating manner.
- The extended manufacturers 3-year gearbox warranty is also required.

Please provide details of the proposed gearbox supplier and arrangement.

12.3. Controls

- The Boat shall be fitted with Twin Disc EC300 Power Commander electronic controls. Propulsion controls shall be electronic and shall be located in the wheelhouse, to the right of the coxswain’s position and at a remote location on the open deck aft.
- Labelled emergency stops shall be located in the engine room, the wheelhouse and at the remote station. The final layout of the wheelhouse to be agreed by Port of Waterford.

Please provide details of the proposed propulsion controls.

12.4. Propulsion

- The Boat shall be propelled by twin, fixed pitch, nickel-aluminium bronze propellers. The diameter and pitch of the propellers shall be designed so as to meet the rating of the engines at the required speed.
- The sea trials should provide evidence to support maximum propeller diameter selection and the propeller efficiency and to ensure that the propellers are matched to the cutter hull form, speed and engine fuel map to maximise tank to propeller fuel consumption i.e. optimum matching of the engine and propeller curves.
- The propellers are to be balanced, keyed and tapered bored, secured on shaft with tapered nut (cap) and securing bolt on this nut.

Please provide details of evidence supporting the proposed propeller design and details of the engine and propeller curves.

12.5. Prop Shaft

- The propeller shafts will be of high quality tensile stainless steel or equivalent composite. The diameter of the shafts is to be sufficient for maximum rating of the engines, according to requirements +5%.
- The shafts shall be fully reversible
- Suitable stern glands – multi-lipped seal, shall be provided. They shall be easily accessible for maintenance and inspection purposes.
- Ideally, for repairs, the stern shaft is to be capable of being drawn outboard without the need to remove the rudders.

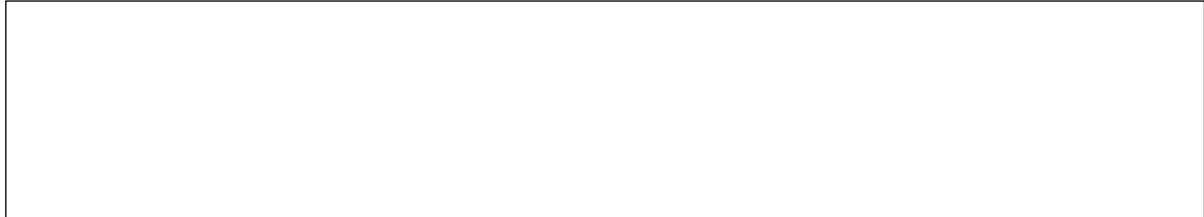
Please provide details of the propeller shaft removal procedure and the proposed stern gland type.

12.6. Cooling

- The cooling system shall consist of a seawater heat exchanger and driven by engine mounted pumps. Each engine is cooled by a heat exchanger.

- The sea water is to be fed to each engine from a Single Aquafax 2 ½" strainer, or equivalent, with glass inspection cover that will be located in an easily accessible location. The two strainers are joined together with a tee piece delivering water to each engine via heavy duty ex hose. Hose connections to the engine are double clipped and the hose is of an approved heavy duty fireproof type (exhaust hose).
- Engine manufacturer to confirm position of the engine intercooler in the cooling circuit i.e. whether it should be piped pre or post lube oil cooler.
- The wastewater from the engine is piped to the exhaust outlet elbow. A feed of waste raw water is taken to the water lubricated stern glands. The feed from the gland is in hydraulic hose and extends 400mm above the waterline.

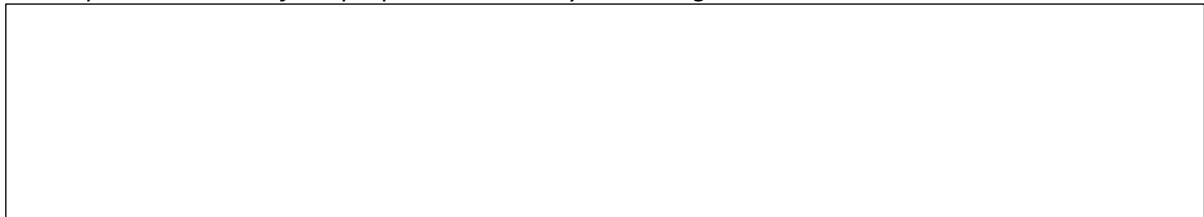
Please provide details of the proposed cooling system design and filter assembly.



12.7. Exhaust

- The exhaust system is a wet type run from each engines exhaust bend to a Halyard watertrap / silencer positioned in the aft compartment, through the aft compartment b/head via a glassed-in exhaust elbow and exiting the transom via a GRP 8" outlet at the waterline fitted with a stainless-steel anti back flooding flap.
- Halyard 8" flexible exhaust hose is used with double stainless claps on each connection.
- The exhaust system is designed to prevent back flooding of water to the engines and shall meet all engine manufacturer requirements regarding fall and back pressure. Typically, the system has less than 500mb of back pressure. The system is also fitted with a high exhaust temperature alarm.
- The exhaust system for the engines is to be ducted through aft bulkhead of the Engine Room, and the transom shell, in declining direction.
- Heat resistant insulation material is to be applied over the hot parts of the exhaust pipes. Exhaust gas system will be designed so that the exhaust gases stream will not penetrate into the wheelhouse.

Please provide details of the proposed exhaust system design.



12.8. Fuel System

- The Boat shall contain two fuel tanks with a combined fuel capacity of 1800 litres. They shall be fitted with user definable low- and high-level alarms. Tanks shall be earthed.
- Tanks shall contain internal baffles and be provided with an inspection manhole and plug for draining down the tank.
- The tanks shall be fitted with a sounder for displaying volumes on the engine management system.

- Fuel lines to / from the engines shall match the engine supply requirements and be of stainless-steel piling. Short sections of an flexible fuel pipe to ISO 7840 “Small Craft Fire Resistant Hose” or equivalent may be used in areas where movement may be experienced.
- There shall be a separate fuel system for each engine.
- Subject to prior approval of the MSO, the fuel lines shall be fitted with a manual crossover valve so that it is possible for one tank to supply both engines in an emergency.
- Flexible piping shall be easily replaceable and be of a type that is readily available in Ireland.
- The fuel system shall be fitted with twin Marine Fuel Filters including a primary coarse filter, a secondary fine filter and water separator and water sensor.
- The inspection bowls should be clear, and it should be possible to change the filter without letting air into the system.
- An emergency quick closing valve fitted to the fuel tank is to be provided capable of being operated from the Wheelhouse.
- The fuel system shall be ventilated to atmosphere; vent pipes will be fitted with an appropriate flame arrestor.
- The location and method of bunkering to be agreed pre-build.

Please provide details of the proposed fuel system arrangement and tank capacity.

12.9. Power Take-off

Heavy duty power take-offs shall be provided for hydraulics, fire pumps, bilge pumps, air conditioning and spares.

Please provide details of the proposed power take-off arrangement.

12.10. Gauges and Instruments

The engine C300 monitoring system supplied by Scania shall be future proofed for Scania online real time monitoring access facility. The engine management system as a minimum shall present real time the parameters listed below on a 7” LCD colour display together with historical recording of same:

- Engine speed (RPM)
- Fuel usage
- Load monitoring
- Engine running hours
- Engine oil temperature
- Engine coolant temperature
- Engine oil pressure

- Engine coolant pressure
- Battery voltage
- Transmission oil pressure
- Transmission oil temperature
- Fuel level, fuel usage (real time and totalising) and with indication of fuel use in kWh/Nm and fuel booster pressure.
- Mechanical direct reading gauges for oil pressure and coolant temperature shall be fitted in the engine room.
- Rudder angle
- Engine alarms:
 - Over temperature.
 - Low oil pressure.
 - Low oil level.
 - Low system voltage.
 - Low coolant level.
 - Water in fuel.
 - Blocked sea water strainer.
 - Exhaust over temperature.
 - Gas leakage / O2 deficiency (Exhaust gas)
 - Earth leakage alarm

Please provide details on proposed gauges and instruments

12.11. Rudders and Steering

The rudders shall be nickel-aluminium bronze, semi balanced blades, bolted to a stock. The blades should be connected to the stock with a bolted flange to facilitate change without removing the stock. The blade area shall be as large as possible to deliver maximum manoeuvrability.

The system will be electro-hydraulic with hydraulic power supplied by a pump on the engine. Control of the Steering system shall be from: The Coxswain's position; a remote location on the open deck aft, and emergency steering locally in the steering flat and on the aft deck. The emergency steering tiller shall be easily accessible and must be sufficiently sized for sufficient leverage. The operating area should not be restrictive.

The external aft deck engine / steering control position shall facilitate close quarters manoeuvres during an MOB scenario and is incorporated at the aft of the superstructure with a custom-built GRP moulding fitted with;

- Second set of engine control levers
- Rudder control jog lever
- Rudder angle indicator
- Emergency engine stops
- GRP cover to protect controls when not in use.

Again, optimising efficiency is paramount therefore rudder resistance should be minimised, and optimal performance should be proven through considering the suitability of other technologies such as of winglets, cones etc. .

Please advise your proposed rudders and steering system and their operability.

12.12. Trim Tabs

Trim Tabs shall be fitted if necessary, for vessel design and fuel efficiency.

Please provide details of proposed trim tabs.

12.13. Bilge

- Bilges shall drain via limber holes to the lowest part of the bilge. Suctions shall be protected by strainers with easy access for maintenance.
- Manual operation of the bilge system shall be possible from above the weather deck.
- High level, fail safe, alarms should be provided in each bilge well. A "slop" delay of 5 seconds to be incorporated for each zone. Alarm system to be powered from the service batteries and shall be powered before the main isolator.
- The craft is sub divided into four compartments. Each compartment is fitted with a non-return bilge strum feeding back to a central bilge manifold situated in the forward compartment adjacent the entrance door and above the weather deck level. Two bilge pumps are connected to the manifold which distributes suction to each individual compartment. One pump is a double acting Whale Gusher 30 160ltr/min, or equivalent, capacity of 1½" diameter piping. The second pump is an engine operated Jabsco 1 ½" diameter pump, 150 l/m capacity operated from the helm position through an electromagnetic clutch. A valve at the manifold allows switching between pumps.
- Where each bilge run passes through a b/head it does so through a s/steel b/head fitting as high as practicable in the b/head. The bilge pipe runs to be fitted inside the B/5 line. The bilge system exits the hull above the waterline through a skin fitting via a shut off valve fitted with a non-return valve. At the manifold each valve and its operation is clearly marked. In addition, a 3000l/h electric bilge pump is fitted in the engine room which is manually activated from the helm and/or automatically activated by a float switch positioned low in the engine room bilge area sounding an alarm. In the engine compartment a second high bilge level alarm is fitted. Bilge alarms shall be to the satisfaction to the MSO and shall alarm at the Helm position. The bilge system uses an approved flexible, heavy duty ribbed PVC hose throughout.
- All connections use twin hose clips.

- In addition, each watertight compartment will be fitted with a 3000l/hr electric bilge pump which is manually activated from the helm and automatically activated by a float switch positioned low in the bilge area sounding an alarm. Each bilge alarm sensor has an end of line resistance.

Please advise on your proposed bilge system and its operation.

12.14 Cathodic Protection

- Cathodic protection to be applied to external hull and shall be calculated for at least 12 months protection by sacrificial anodes and brush gear is to be fitted to the propeller shafts inboard to ensure good continuity of the cathodic system.
- All underwater metallic fittings are to be electrically connected into a continuous bonding system with earth straps across flexible shaft couplings and connected to the anodes.
- Grounding plate(s) made from spherical spheres in sintered bronze are to be installed for grounding / earthing of all relevant electronic and 240-volt systems.
- An index marine passive module with red warning light and test facility will be installed to the system to provide the coxswain / crew with a visual warning of potential electrical grounding issues.
- An analogue gauge is to be installed to the system to provide the coxswain / crew with a visual warning of potential electrical grounding issues.
-

Please provide details of your proposed cathodic protection.

12.15. Spares

Tenderers should produce a proposal list of Strategic Spares for the vessel, covering all aspects of machinery/fittings. This list shall include at least the following:

- Two (2) spare propellers (LH & RH).
- One (1) spare 2.5" prop shaft.
- One (1) stern tube bearing.
- One (1) set of spare anodes.

Please confirm your capability to meet the spares requirements.

13. ELECTRICAL SYSTEMS

- Installation will be in accordance with good marine practice, IEE Regulations for the Electrical and Electronic Equipment of Ships. The Boat will have a 24v and 12v DC power supply system distributed through a main fuse box.
- Cables are to be of marine grade quality with fire retardant sheaving to BS6883 standard or equivalent. All cables are to be identified by label at each terminus. Wiring shall be mounted in suitable cable trays and where cable runs penetrate bulkheads or deckheads appropriate glands shall be used. Cables shall be suitably protected where they are exposed to mechanical damage.
- Internal wiring shall be to IP64 standards or higher, external wiring and fittings shall be waterproof to IP 67 standards or higher.
- Electrical motors, control and generating equipment are to be suppressed and screened where appropriate to prevent radio interference. 10mm copper cables shall be used for bonding and earthing where solid copper strip is impracticable.

Please advise your proposed electrical systems and how they will meet the requirements.

13.1. Batteries

- A parallel circuit and isolator switch, with remote indication, will be installed to allow switching and coupling of battery banks.
- Preferential charging should be provided via the engine's alternators.
- Charging of service and starting batteries via shore supply shall be at least seven stage with three isolated outputs.
- Ergonomics and manual handling and maintenance of batteries must be considered in locating the batteries. Batteries shall be suitably secured against shifting.
- Batteries shall be a sealed type to the satisfaction of the MSO.
- A dedicated emergency radio battery shall be fitted in compliance with the MSO.
- Batteries to be housed in suitable battery boxes.
- The battery charger shall be a Victron Skylla or equivalent as agreed with the Port.

Please provide details of the battery capacity calculations and replacement procedure.

13.2. 24v System

The battery installation will be 24v DC.

Please confirm compliance.

13.3. 220v System

- A 220v AC single phase system is to be provided from a shore power supply or 24v inverter. Inverter to be linked so as it can only be energised when both engines are running. It shall also have a low voltage warning/shutdown.
- A watertight socket shall be fitted on the aft open deck, the final location to be approved by Port of Waterford in advance.
- The shore power system shall supply 220v sockets, battery trickle charger, engine block and sump heaters, and wheelhouse heaters. The shore power must be able to heat the boat to Coxswain's requirements so that the engine is not required to run in order to keep the boat warm.
- An electrical interlock safety system is to be incorporated to the shore supply connection to disable engine starting systems whilst connected.
- Two (2) x 20m shore power supply cables complete with connectors are to be provided.

Please provide details of your proposed 220v system and how it will meet requirements.

13.4. Sockets

- One (1) internal 24V DC socket – 2pin 5-amp, watertight complete with screw cap fitted on the console.
- One (1) external 24V DC socket – 2pin 5-amp watertight complete with screw cap fitted on the aft of wheelhouse.
- Five (5) twin USB charging sockets are to be distributed throughout the wheelhouse.
- One (1) 220v double 'UK' 3 pin socket outlet is to be installed in the wheelhouse.
- One (1) 220v double 'UK' 3 pin socket outlet is to be installed in the cabin space.

- One (1) 220v waterproof outlet is to be installed within the engine compartment

All sockets to have their voltage displayed on adjacent plaques. The location of the USB and 220V sockets to be approved in advance by Port of Waterford.

Please advise your compliance.

13.5. Electronics

Cables associated with inter-communication systems and electronic equipment, including sensor circuits throughout the vessel to be screened and grounded (at one end) to eliminate unwanted RFI noise voltages.

13.5.1. Navigation Equipment

The following minimum navigational equipment supplied by Simrad shall be installed in a fully integrated network and commissioned. All equipment must be EU Marine Equipment Directive (MED) Certified;

- GPS
- AIS – CLASS A
- Echo sounder
- Speed Sensor
- Heading Sensor
- GPS compass
- Ultrasonic Wind Speed and Direction Sensor
- Magnetic Compass (Plastimo Offshore 115 or equivalent)
- Rudder angle indicator
- Heading indicator
- Large size multifunction navigation displays for radar, chart, CCTV etc. One (1) mounted port of CL and one (1) mounted starboard of CL. These displays should operate from independent processing units.
- One (1) medium size multifunction navigation display located at the Pilot work station for radar, chart etc
- Remote keypads for multifunction navigation displays
- Engine and Control Interface and display
- One (1) Radome HD radar scanner
- Two (2) VHF with DSC, fitted with a total of three (3) handsets one (1) at each radio and one (1) slave handset at the pilots workstation
- One (1) Handheld VHF Radio and charging cradle
- Loudhailer / deck talk back intercom
- Signal horn (electric)

- Remote controlled searchlights
- A minimum of four (4) CCTV cameras with recording facility. Details of proposed supplier to be provided for approval. External cameras shall be capable of recording in low light.

Minimum required locations:

- Radar mast point forward;
 - Aft of wheelhouse covering the aft deck;
 - Starboard side deck and boarding area; and
 - Engine room.
- A digital recording system, capable of automatically capturing a minimum of 21 days of CCTV footage from all cameras, chart-plotter, VHF and GPS time and position to a removable storage device
- LED navigation lights, fitted in accordance with the IRPCS 'ColRegs' requirements;
 - All-round white
 - Masthead white
 - Port Side red
 - Starboard Side green
 - Stern Light white
 - Pilot Lights all-round 1x white, 1x red

Port of Waterford Company reserves the right to make the final decision on the navigation and equipment package. The equipment should provide for redundancy and should be readily available and replaceable. The wheelhouse and equipment arrangement to be mocked out prior to construction to ensure an ergonomic and functional layout.

Please provide details of proposed navigation equipment.

13.5.2. Switch Panels

- The switch panels should be arranged in an ergonomic manner around the coxswain's position, so as to have good visibility angles and ease of operation. Location/layout of switch panels to be approved by Port of Waterford.
- Switches should be sealed and suitable for marine use. Switches should be grouped into similar functions and labelled as to their function. Critical functions should utilise labels, icons, coloured switches, textured switches or back-lighting to assist the operator.

Please provide details of your standard layout.

13.6. Lighting

Details of lighting suppliers are to be provided and will be approved by Port of Waterford. The lighting will meet the specification in sections 13.6.1. & 13.6.2 below. All LED lighting shall be fully maintainable.

13.6.1. Interior

Interior lighting shall be LED throughout; lighting shall have a minimum of IP64 rating. Switches shall be sited in close proximity to the compartment entrance. Lighting in a single compartment is to be supplied from separate battery banks.

Wheelhouse: lights shall be two stage LED (combination white/red). Three (3) combination white/red lights shall be installed in way of the coxswain's chair, crewman's chair, and pilot's working desk. The front console should be illuminated with red lights. All wheelhouse lighting shall be dimmable.

Engine Room: shall also include a wandering lead light.

Please provide details of your proposed interior lighting.

13.6.2. Exterior

Exterior lighting shall be LED, lighting shall have a minimum of IP67 rating, and controlled from the coxswain's position;

- Aft Deck: Low level deck lights + high level flood lights.
- Side Deck: Low level deck lights illuminating the entire length.
- Foredeck: Low level deck lights illuminating the boarding position; two (2) fwd. facing flood lights on wheelhouse roof angled towards the boarding position, and two (2) forward facing lights on pulpit rail. There will be additional two (2) forward independent remote control Sanshun dual beam search lights with no requirement for manual unit,
- The final lighting arrangement will be approved by Port of Waterford.
- Wheelhouse: Minimum two (2) floodlights directed aft. Minimum two (2) floodlights directed forward.

Please provide details of your proposed exterior lighting.

14. LIFESAVING APPLIANCES

Lifesaving appliances and loose safety equipment shall be provided and stowed on-board as per the 'Build Requirements' column of the table contained in Annex 1 – Lifesaving Appliances & Loose Equipment. All lifesaving and safety equipment to be MED certified.

The positioning of loose equipment to be agreed by PoWC in advance.

Please advise your compliance.

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15. FIRE DETECTION AND FIRE FIGHTING

15.1. Fire Detection

The Boat will be in full compliance with the following requirements to the satisfaction the MSO and passenger boat licence: it shall be fitted with a wired fire detection system; comprising of analogue rate of rise heat heads and optical smoke detectors in each zone, flame detectors fitted in the Engine Room and carbon monoxide detectors fitted in the Accommodation Area and Wheelhouse. A panel in the Wheelhouse shall give an audible and visual alarm in case of activation of any of the sensors. Alarm system to be powered from the service batteries and shall be powered before the main isolator.

Please provide details of your proposed fire detection system.

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15.2. Fixed Fire Fighting System

The Boat will be in full compliance with the requirement for the Engine Room to be protected with a manually activated STAT-X suppression system; the system shall incorporate an audible and visual alarm, automatic shutdown of engine room fans and be activated electrically from the wheelhouse. An appropriately labelled means of closure of ventilation dampers and quick shut-off fuel valves with clear visual evidence of open / close position shall be provided.

Please provide details of the proposed extinguishing medium and system.

15.3. Fire Pumps & Hydrant

- A jabsco self-priming fire pump (or equivalent as agreed with the Port) will be a 24v electric, 1 ½" diameter pump, 12m³ / hr capacity operated from the helm position, suction is via a s/ steel pipe running directly to a sea cock.
- Above deck a 10m fire hose is connected to the pump via a hydrant at the transom, capable of producing a jet of water to reach any part of the boat. The fire hose is stored in one of the pilot seat pedestals.
- The power source for the electric pump is to be external to the engine room.
- The arrangement will be in full compliance with the IRL Dept of Transport P5 requirements.
- A second hand-operated fire pump located on the open deck, Jabsco DD70FF Seamaster or equivalent, shall be fitted.

Please provide details of the proposed fire pumps.

15.4. Portable Fire Extinguishers

- Portable fire extinguishers shall be provided to meet the Class P5 Passenger Boat requirements to deal with Class A, B and electrical fires.
- Fire Extinguishers to be MED compliant.
- Rules require one 9 litre extinguisher (Foam) for use on oil fires - this extinguisher must conform to recent Marine Notice 38 of 2025 "Prohibition on use of certain AFFF Extinguishers"

Please advise your compliance.

PART B – Construction & Completion

1. CONSTRUCTION

The Port of Waterford, its agents, representatives, classification society, Department of Transport Surveyors (MSO) and equipment manufacturers shall have access to the boat during all stages of construction; this access will be pre-arranged with the builders. All equipment and outfitting including machinery shall be subject to Port of Waterford approval.

2. COMPLETION

2.1. Trials

- Harbour and sea trials are to be carried out by The Builder on completion and prior to delivery. In advance of the trials (minimum 1 month notice), a trials programme is to be provided by Builder for prior approval by the Port of Waterford. All trials are to be attended, verified, and accepted by Port of Waterford. Trials shall be conducted at 95% fuel and water with a complement of 7 persons
- The Builder is to ensure that necessary personnel from equipment suppliers are in attendance as required for commissioning and initial running.
- Trials are to consist of testing all equipment and will include but not be limited to;
 - Inclining test.
 - Hose test of doors, windows, hatches and ventilators.
 - Pumping system including fire, bilge and deck wash.
 - Heating and ventilation.
 - All alarms.
 - Engines starting and stopping.
 - Steering gear.
 - Remote engine control station.
 - Emergency steering.
 - Electronics.
 - Initial start and progressive running of main engines.
 - Remote operation of fuel valves, fire flaps, vent closures, etc.
 - Main engine endurance trials as per manufacturer's guidelines for full speed and service speed.
 - Progressive speed trials measured by GPS up to and including full speed, with fuel consumption recorded in order to validate fuel efficiency undertakings.
 - Turning circles by hydraulic and hand steering systems.
 - Astern steaming and steering test.
 - Emergency stop.
 - Speed trial with one engine.
 - Manoeuvring on one engine.
 - Noise level recording.
 - Vibration monitoring.
 - Man Overboard Recovery System.
 - Sea trials are to include testing and trial of all installed equipment.
 - A copy of all trials data is to be made available upon completion of trials.

2.2 Vessel Technical File

2.2.1 Certificates

The following certificates shall be supplied before the vessel is handed over;

- P5 Passenger Boat Licence from Marine Survey Office (MSO) of the Department of Transport.
- Classification Society Certification if applicable.
- Ship Radio Station Licence.
- EPIRB Registration Form.
- Certificate of Compliance together with Insulation Test Certificates for Electrical Systems.
- Antifouling Certificate of Conformity.
- Certificate of Conformity for all electronic equipment.
- EIAPP Certificate for engines.
- Hadrian's Rail.
- Man-Overboard recovery appliance.
- Noise and Vibration readings.
- Test Certificates for electrical installations and cathodic Ohms readings.
- Lifting equipment load test
- Structural Insulation -Fire Certs

2.2.2 Drawings

Prior to delivery, the Builder shall provide Two (2) hard copies and one (1) digital copy of the following drawings / plans;

- General Arrangement Drawing including plan, profile and deck.
- Details of construction for hull and superstructures including scantlings, dimensions etc.
- Engine Room Arrangement Drawing.
- Shaft line drawing.
- All piping schematic drawings.
- All electrical diagrams.
- Wheelhouse Arrangement.
- Windows and visibility angles from coxswain's station.

Drawings / plans will be comprehensive and 'as built' to enable maintenance and repairs and the final payment is dependent on receipt of validated accurate documentation.

2.2.3 Stability

Two (2) hard copies and One (1) electronic version of the approved stability information will be supplied including a report on the inclining test.

2.2.4 Instructions & Manuals

Prior to delivery, the Builder shall provide Two (2) hard copies and one (1) digital copy of the following instructions and manuals

- Operational Training Manual.
- Operational Safety Manual.
- Maintenance Manual.
- Parts list with catalogue numbers, quantities and makers.
- Parts Suppliers details List

- Engine operation and planned maintenance manual.
- Engine overhaul manual.
- Engine parts catalogue.
- As built electrical drawings and full parts list.
- List of fluids with specification.
- Maintenance and repair manual for other repairable components.
- Instruction manuals for electronic equipment.

Instructions and manuals (specific to the Boat, i.e. nongeneric) will be comprehensive and 'as built' to enable maintenance and repairs.

2.6. Training

The Builder will train delegated crew members on The Boat's operation and capabilities for the duration of up to two (2) working days.

2.7. Delivery

Following completion trials and acceptance The Boat is to be handed over afloat in Port of Waterford in a first-class seaworthy condition with all Boat systems operational. All certification must be in place prior to The Boat's handover.

During delivery The Boat is to be protected against damage.

2.8. Guarantee/Warranty

The Builder is to provide a minimum twelve (12) month guarantee/warranty period, commencing on handover, for all work undertaken by the yard including equipment installation and provide appropriate transfer of OEM warranties for outsourced components from their suppliers. Any remedial work is to be carried out at Port of Waterford by qualified contractors.

The builder shall not be liable for damage resulting from misuse of the structures, machinery or equipment.

Annex 1 – Lifesaving Appliances & Loose Equipment

	Irish Passenger Boat Regulations S.I. No. 273/2002 Class P5	Build Requirements
Means to Recover Person from the water	Yes	Yes + Ladder
Life Raft for all persons on board. SOLAS B Pack. In FRP container on the weather deck fitted with hydrostatic release unit to float free.	1	1 – location to be approved by Port of Waterford
Lifebuoy with buoyant line in polybottle holder. Marked with name and port of registry, capable of float free operation	1	1
Lifebuoy with light. Marked with name and port of choice		1
Lifebuoy Marked with name and port of choice	1	0 *achieved with other higher lifebuoy standard
150N SOLAS Inflatable Lifejacket for each person onboard	8	8
Thermal Protective Aids		2
Red Parachute Flares	4	4
Red Hand-Held Flares	4	4
Buoyant Orange Smoke Floats	2	2
Waterproof Container for flares	Yes	Yes
Magnetic Steering Compass: 'Plastimo Offshore 115' or equivalent	1	1
Sealed "Category C" type First Aid Kit	1	1
Day to Day use First Aid Kit	0	1

Compact Stretcher – stowed in Void Space		1
Waterproof Emergency Torch	1	2 x rechargeable
Boat Hook	1	2
‘Mate-Saver’ rescue pole		1
Suitable anchor with at least 4m of chain and 4x LOA 10mm rope	1	1
GMDSS Radio Installation appropriate to the area of operation	1 VHF DSC 1 H/H VHF GMDSS Radio	2 VHF DSC 1 H/H VHF GMDSS Radio
VHF Instruction Card		1
EPIRB – w/ float free arrangement	1	1
SART	1	1
Radar Reflector on mast	1	1
Sound Signalling Equipment		Yes
Permanently Mounted Searchlights		2
Clock & Barometer in wheelhouse	Yes	Yes
Navigational Charts	Yes	Port of Waterford Supply
Safety Harness		2
Deck Knife		2
Spare Hadrian Rail lanyards		2
Irish Ensign 12” x 18”		2
Pilot Flag 12” x 18”		2
Defibrillator: Defibtech DDU-100 Units		1

Annex 2 – Fire Fighting Equipment

	Irish Passenger Boat Regulations S.I. No. 273/2002 Class P5	Build Requirements
Fire Detection System with audible / visual alarm	Yes	Yes
Fixed Fighting System in Engine Room	Yes	Yes
Remote closure of fuel / fire flaps	Yes	Yes
Hand fire pump outside engine space	1	1
Power driven fire pump	1	1
Multipurpose fire extinguishers in each enclosed space normally accessible to passengers or crew		Sufficient Fire Extinguishers on-board for Class A, B and electrical fires. Extinguisher capacity to be to MSO satisfaction.
Fire Extinguisher for use on oil fire in machinery space	1	1
Fire Hydrant and Hose	1	1
Fire bucket with lanyard	1	1
Fire Blanket for use in galley or cooking space	1	0 No galley or cooking space on-board.

Appendix 2: Pricing Schedule and Delivery Time Frame

The Price quoted will be a lump sum price to satisfy all requirements outlined in the specification and requirements as set out in the tender documents. The price quoted must be in euro and exclusive of Value Added Tax. Tenderers must provide a purchase price for the Pilot Boat.

PRICE/COST OF OWNERSHIP	€
Purchase Cost	
* Training Cost	
Estimated delivery time from award of tender	
Total Cost of Ownership (exclusive of Value Added Tax)	

* Two days training to be provided for Port of Waterford Fitters/Mechanics must also be included for in the submitted price above. All travel, accommodation and disbursement costs to be included in the training cost item above.

Payment Instalments:

- 1st instalment on contract award 20%
- 2nd instalment and time due 20% on completion of Hull Structure
- 3rd instalment and time due 20% on ordering of Main Engine Propulsion package
- 4th instalment and time due 10% on fitting of Deck and Wheelhouse
- 5th instalment and time due 10% on Completion of Boat and successful trials and MSO Class P5 certification and certification
- Final 20% instalment on delivery, training and acceptance on receipt and validation of all relevant documentation as per terms of this Agreement.

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: A BIMCO NewBuildCon will be used as the form of Contract for this project. (the "Contracting Authority")

RE: Request for Tenders for the Supply of Design, Construction, Commissioning and Delivery of purpose built Pilot Boat

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

1. We understand the nature and extent of the Goods required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Goods Contract, and the Confidentiality Agreement and agree, if awarded a Goods Contract, to execute the Goods Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to supply the Contracting Authority with the Goods in accordance with the RFT and our Tender.
5. We agree that, if awarded any Goods Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline, specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Goods Contract under the RFT, have in place on the Effective Date of the Goods Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Foreign Subsidies Regulation

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

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

Appendix 3A: Schedule A – Declaration of no foreign financial contributions

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

TO: A BIMCO NewBuildCon will be used as the form of Contract for this project. (the “Contracting Authority”)

RE: Request for Tenders for the Supply of Design, Construction, Commissioning and Delivery of purpose built Pilot Boat

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

SIGNED

Notifying Party

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

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

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table 2

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

Third Country	Brief Description of the financial contributions
Country A	
Country B	
Country C	
Country D	

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

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table

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

Third Country	Type of Financial Contribution (FC)	Brief Description of the purpose of the FC and the granting entity	Estimated value of the FC
Country A			
Country B			
Country C			
Country D			

Appendix 3A: Schedule E – Notification of Foreign Financial Contributions

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

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

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

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

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

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

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

☐ yes ☐ no

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

☐ yes ☐ no

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

☐ yes ☐ no

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

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

and

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

☐ yes ☐ no

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

Notifying party(ies) ☐ yes ☐ no

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

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

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

☐ yes ☐ no

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

☐ yes ☐ no

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

☐ yes ☐ no

- 3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:
- 3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).
 - 3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.
 - 3.2.3. Amount of each financial contribution.
 - 3.2.4. Purpose and economic rationale for granting the financial contribution to the party
 - 3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.
 - 3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).
 - 3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).
 - 3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).
 - 3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.
- 3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

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

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.

- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
 - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
 - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
 - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
 - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
 - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
 - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

Third Country	Type of Financial Contribution (FC)*	Brief Description of the purpose of the FC and the granting entity**	Total Estimated value of the FC granted***
Country A			
Country B			

Country C			
Country D			

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

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

** General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

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

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

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

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

4.2 The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;
- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

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

5.1 If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

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

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

- 6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.
- 6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.
- 6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.
- 6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

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

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

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

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of Design, Construction, Commissioning and Delivery of purpose built Pilot Boat

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

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

1. I am a [\[insert role of Declarant\]](#) of [\[Click here and insert name of entity\]](#) and am authorized by [\[Click here and insert name of entity\]](#) to make this declaration which relates to a tender ("the Tender") submitted by [\[Click here and insert name of entity\]](#) in response to an RFT dated titled [\[insert description of competition\]](#) published by [\[insert name of contracting authority\]](#) ("the Contracting Authority").
2. Neither [\[Click here and insert name of entity\]](#) nor any person who is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) nor any person who has powers of representation, decision or control in [\[Click here and insert name of entity\]](#) has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [\[Click here and insert name of entity\]](#) is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [\[Click here and insert name of entity\]](#):
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:

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

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

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

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be

true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Goods Contract

A BIMCO NewBUIldCon will be used as the form of Contract for this project.

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 Goods described in Appendix 1 to the RFT (the “Goods”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

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

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

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

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

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

End of Document