



**Request for Tenders for The Provision of a
Managed Service for End-to-End Recruitment
Services on behalf of An Garda Síochána
11th September 2026**

T.074 / 2026

Tender procedure: Open procedure

**Tender Deadline 15:00 hrs. on
Wednesday 14th October 2026**

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Part 1: Introduction

- 1.1 **The Commissioner of An Garda Síochána** (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise the establishment of a contract for the provision of an end-to-end Managed Recruitment Service for An Garda Síochána.
- 1.3 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 “Contract”) will be issued for a term of two (2) years (“the Term”).

Annex XIV Services:

The required services shall be awarded under Title III – Particular Procurement Regimes, Chapter I - Social and other specific services of Directive 2014/24/EU.

The required services are listed as Annex XIV services, and accordingly, only Articles 74 to 77 of Directive 2014/24/EC applies to the award of any contract(s) that arise from this process.

It is An Garda Síochána’s intention to award a Single Supplier to Contract for a Managed Service Provider.

Tenderers should note that if An Garda Síochána identifies a requirement for additional supplies or services, it may exercise its rights under Article 32(3) and 32(5) of Directive 2014/24/EU.

- 1.4 The Contracting Authority reserves the right to extend the Term of the Contract for a period of up to twelve (12) months with a maximum of two (2) such extension on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.5 An Garda Síochána will draw down requirements over the life of the Contract based on the mechanisms as set out in the Contract set out in Appendix 5 to this RFT (the “Contract”).
- 1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Contract may amount to some €4,000,000 (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, and therefore not guaranteed to the successful tenderer.
- 1.7 The Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Contract

or Service Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Contract or Service Contracts 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 Contract.

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

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

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

The award of a Contract does not confer exclusivity on the successful Tenderer. Candidates should note that the Contracting Authority shall not be under any obligation to purchase any minimum value of Services under the Contract.

2.1.3 This RFT supersedes and replaces 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.

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;

- (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 in this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT or the Tender Response Document in any way.

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

2.3 CONTRACT

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

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Tenderer's Statement or the Services 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 set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Contract or Service

Contract (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

2.6 TENDER SUBMISSION REQUIREMENTS

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

- 2.6.2 Tenders must be received not later than **15:00 hrs. on Wednesday October 14th, 2026**, (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

- 2.6.3 Tenders must be submitted in English.

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

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

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

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15:00 hrs. on Wednesday 30th of September, 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, 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 Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Contract at Appendix 5 to this RFT.
- 2.10.6 Prices quoted will establish a ceiling price for the duration of the agreement. Pricing will be tied to a percentage of salaries and will be subject to change in line with public sector pay increases or decreases.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their

Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any 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, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Contract or Service Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

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

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

- 2.20.1 The Contracting Authority reserves the right to inspect any successful Candidates premises in advance of any award of the Contract or Service Contract under any or all Lots.

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Service Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Data Protection / Cyber Liability	Tenderers should be able to demonstrate that they have adequate Data Protection insurance cover in place with a specific indemnity for clients noted on the policy document.

**The Employers Liability and Public Liability policies should include an indemnity to principal's clause under which the Client shall be indemnified in respect of claims made against the Contracting Authority in respect of death or bodily injury or third-party property damage arising out of or in connection with the Services and for which the Successful Tenderer is legally liable. Confirmation will be required prior to contract award.*

- 2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services 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 Services Contract.
- 2.21.3 The successful Tenderer will, during the term of the Services 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 VETTING AND SECURITY CLEARANCE

As a prerequisite for involvement with any Garda Síochána contract, advance identification of personnel will be required together with personal details. The successful Tenderer and all personnel plus sub-contractors working on the contract will be required to complete a Vetting Invitation Form (NVB 1a) (this form will be made available to the successful Tenderer on identification of personnel that will be servicing the contract) for vetting before a contract is signed.

- (a) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.
- (b) The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.
- (c) The Commissioner reserves the right to refuse entry by any person in the employment of the Contractor (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

2.23 TPRM INFORMATION SECURITY QUESTIONNAIRE

Tenderers shall also complete the separate TPRM Information Security Questionnaire. An Garda Síochána ICT Security Section will review the mandatory requirements and questionnaire responses; following confirmation that the requirements of the Contracting Authority can be met the tenderers response will proceed to full evaluation.

Tenderers may supply supporting documentation and product literature in support of their descriptions, however simply supplying this type of documentation in lieu of completing the description box for each of the questions contained in the questionnaire is NOT sufficient in this regard.

The successful tenderer will be required to provide evidence that they meet the requirements outlined in the TPRM Questionnaire.

Rule: Pass/Fail

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

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

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

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

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground,
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below,
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and

(ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the 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 (Article 58)

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.

- | | | |
|---------|-------------------------------|---|
| 3.2.A.1 | Overall Turnover | Turnover of €3M per annum over last 3 years. |
| 3.2.A.2 | Insurance | Must meet Garda Siochana's minimum insurance requirements as set out in the Response to Tender Document |
| 3.2.A.3 | Professional Statement | Demonstrate sufficient financial capacity to undertake this contract |

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

3.2.B Technical and Professional Ability

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

- | | | | |
|---------|---|---|---|
| 3.2.B.1 | Suitability to pursue the Professional activity (Art 58) | Registration / Membership of appropriate professional body | <p>Demonstrates registration of a professional register / trade register / membership of relevant professional body. I.e. Possession of a licence to carry on the business of an Employment Agency under the Employment Agency Act 1971, or evidence of having applied for same; and equivalent evidence if applicable in own jurisdiction.</p> <p>The successful Tenderer must be named on the list of the Commission for Public Service Appointment (CPSA) approved recruitment agencies.</p> |
|---------|---|---|---|

3.2.B.2	Technical and Professional Ability (Art 58)	Tender-specific company references similar to those required.	Provide a minimum of 1 relevant example of success in delivering similar MSP contracts (scale & size) at Regional or National level which includes services on a multi-site basis in an environment within the last 5 years. Provide evidence of wide geographic reach nationally and internationally to source required staffing categories. Note: The example should show comparability in terms of: • Complexity of requirements • Variety of Candidates / Range of Roles / Grades • Number of Candidates • Number and Breath of Locations. E.g., Rural versus urban.
3.2.B.3	Technical and Professional Ability (Art 58)	Capacity (Manpower and Facilities)	Demonstrate that overall staffing resources and facilities are sufficient to manage contracts / projects similar to the specific requirements of this tender in terms of MSP role and the specific recruitment requirements. At a minimum Tenderers should be able to identify • A potential Programme Manager • A lead for each of the categories; Legal, Finance, Medical, ICT and Human Resources • Access to an occupational psychologist Tenderers should also describe how they would mobilise to provide services under each of the volume scenarios in the pricing schedule. i.e., 400 recruits, 600 recruits.
3.2.B.4	Technical and Professional Ability (Art 58)	Knowledge of the Regulatory Environment applicable for the specified services.	Demonstrate satisfactory knowledge of the provisions of the Public Service Management (Recruitment and Appointments) Act, 2004, Public Service Management (Recruitment and Appointments) (Amendment) Act 2013 (the Act), the Commission for Public Service Appointments (CPSA). Tenderers should describe how they comply with the relevant legislation and regulations.
3.2.B.5	Technical and Professional	Administrative Support &	Have systems in place to support receipt of orders and submission of invoicing as

	Ability (Art 58)	Provision of Reports, centralised order requisition and distribution, consolidated invoice management	outlined.
3.2.B.6	Quality Assurance Standards (Art 62)	Internal Quality Assurance Procedures	Demonstrate satisfactory Internal Quality Assurance Procedures in place and in operation.
3.2.B.7	Quality Assurance Standards (Art 62)	External Quality Assurance and Accreditation	Demonstrate satisfactory External Quality Assurance mechanisms in place and in operation, and accreditation attained. Tenderers should show ISO Accreditation or equivalent quality assurance processes.
3.2.B.8	Quality Assurance Standards (Art 62)	Staff Training & Vetting Procedures	Demonstrate satisfactory staff training and vetting procedures in place and in operation, including, but not limited to, Garda/Police Vetting/Clearance where appropriate. Tenderers should provide evidence of processes and demonstrate compliance.
3.2.B.9	Policies and Procedures (Art 62)	Data Protection	Demonstrate satisfactory policies and procedures in relation to maintaining data protection and security of information in place and in operation. Show evidence of compliance with General Data Protection Regulations May 2018 (GDPR). The successful Tenderer will be required sign both the Confidentiality Agreement and the Data Protection Agreement in advance of award of Tender. In addition, Tenderers should be able to demonstrate that they have adequate Data Protection insurance cover in place with a specific indemnity for clients noted on the policy document.

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

Note: Tenderers **must** achieve the minimum requirements under the Qualitative Selection Criteria set out above to qualify for the next stage of the evaluation process.

3.3 AWARD CRITERIA

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

Main Criteria	Sub Criteria	Weighting	Marks Available	Minimum Marks Required
Overall Cost	Cost of Services	30%	300	NA
Organisation, Qualification and Experience	Quality, Experience & Relevance of Resources Proposed (incl. Resource Allocation)	25%	250	175
Quality	Understanding of the requirement, Proposed Approach & Methodology, Evidence of Geographic reach, including use of technology	25%	250	175
	Project Plan - Timetable and Project Plan linked to Deliverables	10%	100	70
	Identification of challenges, risks & issues that may impact on the success of the project including proposed Mitigation Strategies	10%	100	70
Subtotal ex. Cost		70%	700	490
Total		100%	1000	NA

3.3.2 The evaluation process for tenders received will be conducted using the following methodology:

1. An evaluation of the proposals received for compliance with the mandatory and optional criteria will be completed. Only those tenders which comply with the criteria will be further evaluated.
2. The tenders not eliminated will then be evaluated under each of the non-cost sub-criteria and a rating will be awarded for each sub criteria. Items to be scored together with appropriate weightings are indicated in this document under Award Criteria. All 'musts' detailed on the specification are mandatory.
3. Tenderers may be requested to participate in dialogue with An Garda Síochána to discuss all aspects of their proposals.
4. The marks awarded for Cost will be established by converting the tendered price into a mark for cost by comparing the tendered prices against the lowest tendered

cost. The highest mark is assigned to the tender with the lowest ultimate cost and which is deemed to meet the minimum requirements identified in these documents. The score assigned for cost, for all other Tenderers, is calculated pro rata in relation to this score. This 'Cost' mark is then added to the mark achieved by the same tenderer for the non-cost sub-criteria to establish the Total Tender Score for that proposal.

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

Please note that failure to meet the instructions listed below may result in the elimination of the tender submission.

Tenders must examine the Specification of Requirements as outlined in the Invitation to Tender and complete the Tender Response Document as required in the space provided. If required, additional information may be submitted as an addendum but must be cross referenced to the original section of the Tender Response Document.

It should be noted that an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In the event that an economic operator wishes to rely on the capacities of another entity, it must in that case prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect. A letter from such other entity confirming that it will provide the necessary support will suffice.

3.3.3 Tender Evaluation Model

For non-cost criteria identified in the Invitation to Tender, (including sub-criteria if noted) scoring will be based on Tenderer's responses to each of the sub-sections outlined. The Evaluation Group will initially assess the information provided under each of the sub-sections above and attribute scoring grade on a rating of 0 – 5 as set out hereunder in advance of allocation of marks.

Band	Scoring	Meaning
5	80 - 100%	Exceeds all of the requirement: • <i>An excellent response providing comprehensive and convincing assurance that the Tenderer will deliver the Services to an excellent standard.</i>
4	60 – 79%	Meets all of the requirement well: • <i>A very good response which demonstrates a real understanding of the requirements and provides a very good level of assurance that the Tenderer will deliver the Services to a high standard.</i>

Band	Scoring	Meaning
3	40 – 59%	<i>Meets all of the requirement:</i> • <i>A satisfactory response which demonstrates a reasonable understanding of the requirements and provides reasonable assurance that the Tenderer will deliver the Services to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.</i>
2	20 – 39%	<i>Meets the majority of the requirement:</i> • <i>A response where reservations exist. Lacks full credibility or convincing detail and does not provide confidence to the Contracting Authority that the Tenderer will deliver the Services delivered to a sufficient standard.</i>
1	1 – 19%	<i>Meets some of the requirement:</i> • <i>No response or partial response only and poor evidence provided in support of it: failure to meet the requirements.</i>
0	0%	No answer / does not meet requirement:

3.3.4 An Garda Síochána is acutely aware of the unique opportunity it is affording to potential Tenderers in this process. The prospect of significant reputational enhancement for a successful Tenderer to be associated with this major national initiative cannot be underestimated. In that context, **An Garda Síochána expects that for each Award Criteria, Tenderers submissions will be of the highest industry standard of offering and in particular that the cost structures reflect a value driven solution in the context of potential overall spend.**

An Garda Síochána seeks to achieve value for money in line with current budgetary constraints. Tenderers must be cognisant of these budgetary constraints in providing costs in their tender submissions. N.B. Tenderers must submit costs that are applicable to all Staff Categories required. Tenders which do not include costs applicable for all categories will be excluded.

The Managed Service Provider will be paid on the basis of a flat cost per person appointed through the Managed Service Provider. See section 2.5 below and the Compulsory Pricing Schedule provided as Attachment 2 to the RFT.

For the purposes of awarding a Service Provider to the Contract, Tenderers are required to Complete the Compulsory Pricing Schedule Provided as Attachment 2.

Tenderers are required to provide two (2) separate costs per person by Role (as set out in the pricing schedule) based on recruiting a designated number of staff for each role as set out in scenarios 1 and 2 in the pricing schedule.

Tenderers are also required to provide a percentage discount to be applied to the cost per person, when the person recruited is an existing employee of An Garda Síochána or another Agency under the aegis of the Department of Justice.

Tenderers should note that the numbers provided in each scenario are purely used for the purposes of calculating an overall notional cost of the proposal for scoring purposes and do not in any way represent a commitment to recruit any staff through the Contract or any Contract drawn down from the Contract.

All costs must be quoted in Euro (€) exclusive of VAT. The prices quoted must be the full and total cost for services for the term of the Contract inclusive of all charges and expenses incurred in the delivery of the project. The VAT applicable to any element of the delivery of the service must be clearly indicated. The fee quoted is to include all work including any advance work necessary to deliver the required service. The sum shall include all labour, (including secretarial services), travel, subsistence and other expenses, overheads, duties, insurances and all sub-contractors' fees.

Tenderers should note the following in the cost tendered:

- The prices tendered are to be inclusive of all labour, travel, expenses, administration and reporting to An Garda Síochána as it relates to Provision of Managed Services of end-to-end recruitment service by the MSP during the course of the contract.
- All prices tendered must be in Euro and submitted in the format requested and no other charges whatsoever will be payable by An Garda Síochána.
- The prices quoted by Role and Volume Scenario will be the maximum rate chargeable for each appointment for that role for a campaign that falls within the relevant volume scenario for the duration of the contract.
- Tenderers will be scored on the basis of the total cost of the two scenarios.
- The prices quoted must be exclusive of VAT. VAT amounts at the appropriate rate(s) should be shown separately, and the VAT rate applicable for each type of service should be indicated.
- No guarantee can be provided by An Garda Síochána in terms of volume of business arising from appointment to the Contract award.
- Invoices will only be approved for payment when the staff member has taken up duty.

3.3.5 The highest mark in respect of Cost is assigned to the Tender with the lowest Overall Cost that meets the minimum requirements identified in the Invitation to Tender

All costs should be detailed in the **Compulsory Pricing Schedule**. The Tender that proposes the lowest Overall Cost will receive the maximum marks available for Cost (i.e., 300marks). All other Tenders will be scored using the following formula:

$\text{Cost Score} = \frac{\text{Lowest Tendered Overall Cost}}{\text{Tendered Overall Cost under evaluation}} \times \frac{\text{Maximum Marks Available}}{1}$

3.3.6 Subject to paragraphs 2.1 (Important Notices) 3.5 (Standstill Period) and 3.6 Garda Vetting of this RFT, award of the Contract and any Service Contract drawn down from the Contract to the highest ranked Tenderer (as determined by paragraphs 3.3.1 and 3.3.2) 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 GARDA VETTING

3.6.1 As a prerequisite for involvement with any Garda Síochána Contract, advance identification of personnel will be required together with personal details. The Successful Tenderer and all personnel plus Sub-Contractors working on the Contract will be required to complete a Vetting Invitation Form (currently this is form NVB 1a) (this form will be made available to the Successful Tenderer on identification of personnel that will be servicing the Contract) for vetting before a Contract is signed.

3.6.1.1. This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner for An Garda Síochána) under any Contract awarded.

3.6.1.2. The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.

- 3.6.1.3. The Commissioner reserves the right to refuse entry by any person, in the employment of the Contractor (or Sub-Contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the Contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

3.7 CODE OF ETHICS

As a prerequisite for involvement with any Garda Síochána Contract, the Successful Tenderer and all personnel plus Sub-Contractors working on the Contract will be required to sign the Code of Ethics for the Garda Síochána

3.8 RETURN OF SIGNED SERVICE CONTRACT

- 3.8.1 The successful Tenderer must sign and return the Contract and the Confidentiality Agreement, to the Contracting Authority no later than 7 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Contract in accordance with paragraph 2.1.2 above.
- 3.8.2 Where the signed 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 Contract to the next highest-ranked Tenderer in accordance with paragraph 3.3.1 above.

Appendix 1: Requirements and Specifications

An Garda Síochána invites tenders from suitably qualified service providers to establish a Contract for the provision of Managed Service for an end-to-end Recruitment Service on behalf of An Garda Síochána.

An Garda Síochána has an ambitious Recruitment Strategy to deliver additional permanent and specified purpose posts across all categories and grades of staff. These new posts will commence from Quarter 1 2027 with a focus on early delivery of a large portion of the required additional staff to align with the recruitment plan.

The solution identified **to supplement existing recruitment arrangements** is a fully managed end to end recruitment service for the additional posts through a single supplier arrangement **through a Managed Service Provider (MSP)**, providing recruitment services across a range of categories and roles to be recruited to An Garda Síochána.

An Garda Síochána requires the support of an MSP as a single point of contact who understands the market and who can provide focused knowledge and scalable support throughout the end-to-end process of recruiting these staff.

The MSP should be known for their recruitment expertise and access to wide networks of candidates in the market both nationally and internationally.

An Garda Síochána hires staff in all areas of policing ranging from front line staff to those supporting service delivery. There are currently over 18,000 personnel in An Garda Síochána and these committed members and staff aim to put the public at the centre of service delivery.

Tenderers are required to complete a Tender Response Document (in Microsoft Word format) and a separate pricing schedule as an Excel Workbook. The Tender Response Document may be saved and uploaded as a PDF File. The Pricing Schedule must be submitted as an Excel Workbook. Tenders must be submitted via the e-tenders Post-Box on, www.etenders.gov.ie

Note:

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 Services. 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.

It is imperative that all questions in the Tender Response Document are completed in the format provided as this Tender Response Document will be used as the basis for evaluation of selection and award.

If you have any queries or problems completing this document, please submit any query in writing via the Message facility on the e-tenders website to An Garda Síochána contact identified above.

For general information on An Garda Síochána refer to www.garda.ie.

Service providers are requested to only submit a tender if they are confident that they have the requisite capacity, suitably qualified staff, experience and expertise within their organisation to meet the requirements as outlined in this Invitation to Tender documentation.

1. SPECIFICATION OF REQUIREMENT

1.1 Profile of An Garda Síochána

An Garda Síochána has a long-established tradition of working closely with communities all across Ireland. By fostering and maintaining effective community partnerships, and ensuring a more visible Garda presence, An Garda Síochána works to achieve a reduction in crime and the fear of crime in communities. The general direction and control of An Garda Síochána is the responsibility of the Garda Commissioner who is appointed by the Government.

The Commissioner is responsible to the Minister for Justice and Equality who in turn is accountable to the Government for the security and policing of the State.

The Commissioner is assisted by two Deputy Commissioners and a Chief Corporate Officer. In addition, there are several Assistant Commissioners in command of regions with others who have responsibility for critical portfolios such as Crime and Security Intelligence, Organised and Serious Crime, and Community Engagement and Roads Policing.

There are also several Executive Directors with responsibility for Human Resource and People Development, Finance and Services, and Information, Communications Technology, Legal and Organisation Development and Strategic Planning. An Garda Síochána is a community-based organisation with over 18000 Gardaí, Garda staff and Garda reserves. It has police officers located in every county in Ireland, listening to, acting and working with the community.

Some of An Garda Síochána's core functions include:

- the detection and prevention of crime,
- ensuring our nation's security,
- reducing the incidence of fatal and serious injuries on our roads and improving road safety,
- working with communities to prevent anti-social behavior,
- promoting an inter-agency approach to problem solving and improving the overall quality of life.

Legal:

Executive Director Legal, has organisational responsibility for Crime Legal Section, Human Rights, Civil Legal Section and Employment Law and reports directly to the Chief Corporate Officer. The Executive Director Legal is responsible for providing legal advice to the Garda Executive on a wide range of civil and criminal legal issues.

The Executive Director Legal also represents the Garda Commissioner on a number of external committees including the Penal Policy Implementation Oversight Group, the Department of Justice Criminal Justice Strategic Committee and the Criminal Law Committee of the Law Society. Other areas of responsibility include the areas of the Human Rights, Ethics & Culture/ Strategic Human Rights Advisory Committee, the Senior Leadership Committee, the Risk & Policy Governance Board and the Governance Board of the Crime Training Faculty.

Data & Technology:

The Chief Information Officer (CIO) has overall responsibility for Data and Technology throughout the organisation and reports to the Deputy Commissioner, Policing & Security. The Data & Technology Branch leads on the delivery of information-led policing to An Garda Síochána by connecting data, technology and Garda personnel to keep people safe. Increased digitalisation across society has led

to an enormous growth of electronic data, and policing much adapt and digitalise in response to trends in criminality and in wider society. A modern police service must use data and technology effectively to keep people safe, and each of the different sections across the branch supports this goal.

Garda Information Services Centre (GISC):

GISC, located in Castlebar, is a contact centre for operational members of An Garda Síochána. After an incident, Gardaí contact GISC on mobile phones instead of returning to their station to record the Incident details. They give the details to trained Garda staff call-takers who enter the details on the PULSE system (An Garda Síochána's incident record database). GISC also has responsibility for the quality of incident data including Classification. GISC is also leading on data quality assurance activities to ensure that high quality data can be transformed into high quality information. As the key data provider for the organisation, GISC improves frontline capacity and visibility by reducing workload for Garda Members and helps assure that quality is imbedded in our data at the outset of its collection.

Information & Communications Technology (ICT):

ICT is responsible for the delivery of digital and technology services to the organisation. This includes maintaining a large estate of complex policing and corporate systems and the enterprise scale infrastructure, end-user computing and telecommunications solutions required to support a digitally enabled workforce of over 17,000 personnel. The delivery of new digital solutions as part of the overall transformation programme for An Garda Síochána is a fundamental factor in achieving our vision of information-led policing, and there is a need to continue to develop our professional capability in terms of people, skills, capacity and culture to achieve this and the continued delivery of excellence in technology support.

Data Architecture:

The Data Architecture team is a new function within AGS and is responsible for leading a data engineering function that designs how data is ingested from multiple sources and is then made available for processing by both operational and analytical systems for detailed analysis. The function provides governance over big data systems and technology integration and supports operational policing by providing data engineering and data science support for investigations.

Garda Síochána Analysis Service (GSAS):

GSAS deliver analysis and insights, transforming data into information to support strategic and operational policing, with analysts located throughout the country and imbedded with specialist units and operational teams across the four regions of the organisation. The section provides both operational high-volume policing and major investigation support, along with strategic analysis to provide and information-led evidence base to inform the development of strategy, performance insights and proactive publications.

Garda National Data Protection Office (GNDPO):

The National Data Protection Office, led by the Data Protection Officer, is responsible for the managing the governance and transparency of data, supporting An Garda Síochána in meeting our legal obligations under data protection and freedom of information (FOI) legislation as we deliver information-led policing. This includes supporting business areas with the development of Data Protection Impact Assessments, developing Data Sharing Agreements with partner organisations, managing and responding to requests under data protection and FOI legislation and leading the development of updated data and records management policies.

Garda National Vetting Bureau (GNVB):

The GNVB manages Vetting services for over 27,000 Relevant Organisations in Ireland across various key sectors including Education, Sport, Transport and Children. Each year, the GNVB issues over half a million disclosures which assist organisations in making safer recruitment decisions and delivers significant safeguarding benefits. The GNVB is Ireland's designated Central Authority for exchanging Criminal Records across the EU member states through the innovative European Criminal Records Information System.

The Bureau also has responsibility for pre-employment checks for persons wishing to join An Garda Síochána and is leading out on a new Garda Vetting Strategy to centralise how data and technology are utilised effectively for the organisation's vetting requirements. The GNVB is an exciting place to work and involves work which is diverse, interesting and rewarding.

Finance:

The overall goal of Finance & Services is aimed at delivering a professional service that supports the strategic goals of An Garda Síochána. The objective of the strategy is to enhance the organisation's performance and accountability systems and to harness technology and information to generate efficiencies in the delivery of an effective policing service.

The strategy also aims to reduce the organisation's cost base through targeted cost saving initiatives and public procurement while developing the knowledge and skills of staff to ensure that the strategic objectives are achieved.

Finance & Services has the responsibility for the financial management of the Garda Vote as well as providing strategic and operational support and advice at all levels in An Garda Síochána. It provides Garda management with financial information to assist with decision making and the delivery of improved services and value for money throughout the organisation.

The Finance and Services Directorate consists of the following sections:

- Finance Section
- Procurement Section
- Fleet Management
- Garda Estate Management

Human Resources:

The office of Human Resources and People Development (HR & PD) is responsible for the recruitment, training, development and the management of Garda members and Garda staff. The office is headed up by an Executive Director and consists of the following sections:

- Garda HR & PD Section.
- Garda Internal Affairs.
- Garda Occupational Health Department.
- Garda Professional Standards Unit.
- Garda Training College.

Corporate Communications

The Office of Corporate Communications is the main point of contact for media seeking information about Garda operations, criminal investigations, missing person appeals, fatal road accidents and a

wide range of other information concerning the Garda Síochána organisation.

The Office is headed by a Director of Communications who is assisted by the Garda Press Officer (Superintendent), Head of Corporate Communications (Superintendent) and Head of Internal Communications (Assistant Principal). These offices are staffed by Garda members and Garda staff who deal with queries from the media.

Other functions of the office include attendance at major emergencies/incidents, organising and setting up press conferences, facilitating interviews, and liaison with film makers/documentary makers. The office is also responsible for the maintenance of the Garda website and the publication of the Annual Report.

The Office of Corporate Communications also has responsibility for Crime Call. The programme plays a vital role in assisting An Garda Síochána with its work on various live investigations, circulating crucial crime prevention advice and traffic safety messages, and issuing important public appeals.

Occupational Health and Wellbeing

Garda Occupational Health Service

The Garda Occupational Health Service (GOHS) is a part of Garda Occupational Health and Wellbeing which is headed by the Chief Medical Officer. GOHS is located at Garda Headquarters. The primary objective of the Garda Occupational Health Service is to deliver a specialised occupational health service as well as expert advice on work and health policy issues pertaining to An Garda Síochána (AGS).

The of aims of GOHS are to –

Promote and support the physical, mental and social wellbeing of all AGS personnel.

Support AGS personnel to maintain their health and wellbeing to carry out their duties safely and effectively.

Provide an advisory service which is independent, professional, confidential and ethical.

Promote and encourage adherence to health and safety legislation to support health and wellbeing of all AGS personnel.

Promote a culture of health and wellbeing in AGS.

Provide advice on work related issues regarding health and wellbeing to AGS personnel and management.

Promote and support work ability of AGS personnel in so far as it is practicable.

GOHS is staffed by a team of specialist occupational healthcare professionals supported by an administration team. The Service is committed to supporting all AGS personnel to maintain their health and wellbeing to carry out their duties safely and effectively.

Services provided –

Occupational health referrals and review appointments - Absence and fitness for work-related, CIP (Critical Illness Provisions-related)

Compensation Act-related medical assessment and review for Compensation Act Files

Referral to independent medical specialists

Case management, file review and advisory on issues related to medical absence

Pre-employment medical assessment

Follow-up management of occupational blood and body fluid exposure (OBBFE) incidents

Management of medical file releases

Periodic health surveillance (medicals) for Garda employees involved in safety critical roles/specialised duties

Confidential discussion and appropriate advice for personal medical issues that may impact on fitness for work

Blood screenings

Statutory audiology health surveillance

Pre-course medical assessments

Immunisation programmes and related blood tests/screening

Medical processing of early medical retirement/medical discharge applications.

Garda National Wellbeing Service

The Garda National Wellbeing Office (GNWO) is a part of Garda Occupational Health and Wellbeing Directorate which is headed by the Chief Medical Officer.

The Office is to be established as part of the Garda Health and Wellbeing Strategy launched in May 2021.

The Wellbeing Office will have a cross-cutting function, working with key stakeholders, to help all AGS personnel to maintain their health and wellbeing in order to carry out their duties safely and effectively.

1.2. An Garda Síochána Requirements

An Garda Síochána invites tenders from suitably qualified service providers to provide an end to end, approval to appointment, Managed Service for the recruitment of additional staff on behalf of An Garda Síochána and in order to support the additional recruitment requirements.

Under this ambitious programme there is an overall requirement for up to an additional 600 newly recruited staff spanning all services, grades and disciplines. The MSP will provide support and carry out recruitment within the overall resourcing strategy to respond to these staff needs. It is currently anticipated support will be required to recruit an 100 to 150 posts per annum.

An Garda Síochána expects that the MSP will provide end to end recruitment solutions, bespoke, volume national and international campaigns across all grades within An Garda Síochána.

The successful Tenderer will be expected to nominate a Recruitment Lead for each category of personnel to be recruited and to identify specific resources with relevant skills and experience recruiting staff in each category who will support the nominated lead.

1.2.1 Core Managed Services

- Provide a high volume and bespoke recruitment service, underpinned by recruitment expertise across wide networks of qualified professionals and other relevant candidates both nationally & internationally. Staff categories include Legal, Finance, ICT, Medical, and Human Resources. The MSP will be cognisant of the dominant position of An Garda Síochána in recruitment in Ireland as a major employer of staff.
- Provide Programme Management Services related to the delivery and execution of recruitment campaigns.
- Provide Occupational Psychology services to support the development of appropriate job specifications and candidate documentation in line with An Garda Síochána requirements.
- Establish a close working arrangement with An Garda Síochána and work in collaboration with and under the Governance of An Garda Síochána on priorities / phasing as set down by An Garda Síochána
- Meet the needs of the services by assigning resources to a Client Account structure with An Garda Síochána on key touch points of the service provided by the MSP e.g., identifying vacancies for recruitment, sourcing candidates, interviewing selected candidates, conducting all necessary clearances for appointment.
- Select and manage partner suppliers (as required) for the recruitment of additional staff.
- Minimise time to hire without negatively impacting on the quality of candidates, through ensuring access to the widest possible applicant pool through the selected suppliers.
- Explore and exploit all creative solutions to source the additional staff.
- Ensure that recruitment does not negatively impact An Garda Síochána by:
 - Actively targeting individuals not currently working in An Garda Síochána.
 - Avoiding churn within the existing resource profile by targeting entry level grades unless otherwise indicated
- Set up and maintain panels of successful candidates from which future requirements will be filled.

1.2.2 Administration and Reporting

- Provide sufficient administrative support to meet the public service legislative obligations in line with An Garda Síochána standards e.g., FOI, GDPR, responses to Parliamentary Questions and media enquiries.
- Report, monitor and track Key Performance Metrics including % fill rates and Time to Hire
- Report, monitor, track and advise on the additional workforce spend.
- Order / requisition management and distribution (i.e., Manage requests for provision of recruitment services from An Garda Síochána)
- Provide consolidated invoices.

1.2.3 Ways of Working

- Operate in partnership with An Garda Síochána's existing internal and outsourced recruitment arrangements.
- Build and maintain relationships with existing and new suppliers nationally and internationally.
- Ensure compliance with Licensing and relevant Legislation, and ensure financial compliance etc. provision of Audited Accounts and tax clearance etc.
- Utilise An Garda Síochána standards in selecting candidates.
- Be adaptable and flex the Service in line with the evolving needs of the programme over the life of the Contract and any Contract draw down from the Contract.

1.2.4. Key Tasks and Assignment of Responsibilities

The MSP will take on the primary responsibility as assigned for managing An Garda Síochána's additional workforce programme. This programme will run in parallel and in addition to existing internal and external recruitment arrangements.

1.2.4.1 Assignment of Responsibilities in the Recruitment Process

The MSP will assume responsibility as assigned for targeting and recruiting the additional staff required.

A summary breakdown of the required process steps and the assignment of responsibilities between the MSP and An Garda Síochána is outlined in the table below:

Recruitment Process Steps - Managed Service Provider	
Approval for post submitted by An Garda Síochána.	An Garda Síochána
Decision made that a recruitment campaign is required	An Garda Síochána
Approval document and agreed job specification sent to agency for processing	An Garda Síochána
Job Specification for post finalised and agreed with the hiring service	Agency

Recruitment campaign plan and related timescales issued to An Garda Síochána.	Agency
Candidate pack including application form (An Garda Síochána template) and Campaign Information documentation (An Garda Síochána template) to be finalised in line with An Garda Síochána requirements	Agency
Recruitment campaign advert sent to An Garda Síochána to post on website with appropriate closing date in line with An Garda Síochána standards and notified to a specified eMail address.	Agency

Eligibility, Short Listing and Interview Board Members sought from An Garda Síochána (as appropriate)	Agency
Completed applications received, acknowledged and processed (logged and sifted) in line with An Garda Síochána standards	Agency
Eligibility Sift to be completed by experienced recruiter based on a comparison of the eligibility criteria in the job spec to the information available on each application form.	Agency
Eligibility Sift may be completed with An Garda Síochána (as appropriate) - Facilitated by Agency	Agency
Short listing to be completed by An Garda Síochána (as appropriate) - Facilitated by Agency	Agency
Interview dates to be agreed with Interview Board Nominees	Agency
Eligibility / short listing results issued by email using Regret template and Call to interview templates provided by An Garda Síochána.	Agency
Independent Chairperson to be secured by the Agency.	Agency
Ensure all interview board nominees including Chairperson must complete Interview training on-line	Agency
Interview candidate confirmations by email with candidate photo ID provided (Passport or Drivers Licence)	Agency
Prepare interview documentation including Key Performance Indicators and professional knowledge questions based on the detail from the job specification, interview notes and marking sheets using An Garda Síochána templates	Agency
Competency based interview to be arranged with the Hiring Service - organised and facilitated by the agency in line with An Garda Síochána standards	Agency
Panel formed in order of merit on the basis of highest scoring candidate. Panel must be formed using An Garda Síochána template	Agency
Results issued to candidates including marking sheets and interview notes	Agency
Success letter issued to all candidates who have achieved the qualifying score in all competencies relevant to the role. - confirming Order of Merit and including interview notes and interview marking sheets	Agency
Regret letter issued to all candidates who have not achieved the qualifying score in all competencies relevant to the role. - including interview notes and interview marking sheets	Agency
All informal / formal appeals to be dealt with in line with An Garda Síochána	Agency

standards and CPSA Guidelines.	
Post to be offered to the highest candidate in order of merit within the required timeframe	Agency
Once the post is accepted appropriate suite of clearances to be initiated	Agency
Existing An Garda Síochána Staff members for appointment require the following clearances:	Agency
Health and Sick Leave Records, performance rating.	
External / New An Garda Síochána Staff members for appointment require the following:	
Photo ID, Birth Certificate, Statutory declaration, check statutory register or obtain qualification copy (as appropriate), initiate Garda vetting and security clearances (as required), initiate occupational health, relevant employment references Issue candidate pack.	Agency
Candidate details sent to Vetting Bureau	An Garda Síochána
Start Date to be agreed with Hiring Service and successful candidate	Agency
Documentation in relation to staff set up to be gathered on each appointed candidate	Agency
Campaign file to be returned to An Garda Síochána - including clearances, set up documentation	Agency
Contract to be drawn up as per An Garda Síochána templates and issued by MSP.	Agency
Candidate file to be saved to Customer shared drive.	Agency
Audit and quality assurance of Contracts and Candidate files	An Garda Síochána
Candidate to be set up for Payroll	An Garda Síochána

1.2.4.2 Additional Role & Responsibilities of the MSP:

The following sets out the responsibilities of the Managed Service Provider (MSP) in providing the service.

In advance of the commencement of the service the MSP will:

- Assign a Project Manager to act as a single point of contact to liaise with An Garda Síochána.
- Assign an Occupational Psychologist to oversee the finalisation of job specifications and candidate documentation in line with An Garda Síochána standards and requirements
- Complete a Service Provider Confidentiality Agreement and confirmation of their adherence to An Garda Síochána ICT Policies and Procedures as applicable to the service, available at [Website – AGS Policies and Procedures.](#)

The contracted service provider(s) will manage and process all information in accordance with the Data Protection Acts 1988 and 2003 and having due regard for client confidentiality. They will also need to show evidence of compliance with General Data Protection Regulations May 2018 (GDPR).

1.2.4.3 Additional Roles & Responsibilities of An Garda Síochána

In advance of the commencement of the service An Garda Síochána will:

- Have a Programme Office to support this project.
- Appoint a Project Lead as the single point of contact to the MSP.
- An Garda Síochána Project Lead will:
 - Issue instruction to the MSP, identifying priority posts for recruitment advising and agreeing expected delivery times.
 - Share all relevant Job Specifications inclusive of eligibility criteria with the MSP and provide them with access to hiring managers as appropriate.
 - Determine the type and frequency of reporting required by the MSP.
 - Facilitate the MSP engagement with appropriate access to An Garda Síochána digital platforms and file shares. Note, An Garda Síochána may seek request that the MSP's provide a file share.

1.2.5. Minimum Qualifications / Experience required:

1.2.5.1 Standards & Licensing Requirements

All recruitment agencies, and their agents, must operate within and comply with relevant Irish and International Legislation, and the law of the country / countries from which they propose to recruit, including, but not limited to:

- Public Service Management (Recruitment and Appointments) Act 2004
- The Protection of Employees (Fixed-Term Work) Act 2003
- The Organisation of Working Time Act, 1997,
- Data Protection Acts 1998 - 2018
- Freedom of Information Act 2014
- Public Service Management (Recruitment and Appointments) Amendment Act 2013
- Employment and Equality Acts 1998 – 2011
- Irish Human Rights and Equality Commission Act 2014
- Disability Act 2005
- Official Languages Act 2003
- Protected Disclosures Act 2014
- Code of Practice for the Employment of People with Disabilities (published by the Department of Public Expenditure and Reform)
- European Working Time Directive

- The Health, Safety & Welfare at Work Act 2005
- The Protection of Employees (Temporary Agency Work) Act, 2012

All recruitment agencies must produce documentary evidence to satisfy the following criteria:

- Possession of a licence to carry on the business of an Employment Agency under the Employment Agency Act 1971, or evidence of having applied for same or equivalent evidence if applicable in own jurisdiction.
- Possession of a current Tax Clearance Certificate or equivalent evidence of tax compliance in own jurisdiction
- Must have appropriate recruitment expertise in national and global markets
- Must operate in accordance with best practice and in line with legislation.
- Must have adequate quality assurance measures / processes in place.

1.2.5.2 Minimum Levels of Experience / Capacity Required

Tenderers are required to specifically demonstrate evidence that they can deliver on all requirements as set out at sections 1.2.1, 1.2.2 and 1.2.3 above including the following:

- Evidence of experience of recruitment in Legal, ICT, Finance, Medical and Human Resources across all grades and professions
- Evidence of Programme Management as a Managed Service Provider at a similar scale to the requirement of An Garda Síochána
- Evidence of capacity to provide a Managed Service at the required scale.
- Evidence of managing centralised order / requisition management and distribution
- Evidence of consolidated invoice management
- Evidence of relevant licensing requirements and compliance with relevant legislation
- Evidence of capacity to identify and source individuals across all disciplines with the necessary professional qualifications and / or experience in both national and global markets. (Tenderers should refer to Attachment 3 which lists the range of roles / disciplines required for each area (Data and Technology, Finance, Legal, HR and Occupational Health), and the pricing schedule provided as Attachment 2 which includes grades and levels of staff in each area.
- Competence in ensuring that their targeted markets are a source of prospective professionals who can meet the necessary registration / validation / membership requirements.
- Experience of successfully placing qualified personnel in like / similar roles.
- Experience of having conducted concurrent high volume and niche recruitment projects
- Understand the Irish publicly funded sector in order to promote and positively market An Garda Síochána as an employer of choice. Have a high level of understanding of; the regulatory / governing bodies in the Republic of Ireland.
- the structures / arrangements / assistance provided to support Candidates pre / post appointment in moving to work / live in the Republic of Ireland.

1.2.6 Specific Conditions of Contract

1.2.6.1 Data Protection:

Title to all Client data shall vest and remain vested in An Garda Síochána. The contracted service provider(s) will be required to maintain the confidentiality of all data required by or obtained from An Garda Síochána. Private client data may not be used for marketing purposes on behalf of the contracted service provider (s) and all client data generated by the fulfilment of this contract must be returned to An Garda Síochána upon completion of the tender. The contracted service provider (s) will be obliged to maintain the confidentiality of all data required by or obtained from An Garda Síochána.

All service providers must sign a confidentiality agreement (Appendix 6), with An Garda Síochána in which they will commit to comply fully with the requirements of the Data Protection Act, 1988, and the Data Protection Amendment Act 2003, as may be amended, modified or consolidated, including, but not limited to, by the introduction into Irish law of EU Directive 95/46/EC, which is now superseded by the EU General Data Protection Regulation (GDPR) which came into effect on 25th May 2018.

In order to ensure GDPR compliance, Tenderers should note An Garda Síochána's Service Providers Confidentiality Agreement, and the Data Protection Agreement, the terms of which will apply in respect of any personal data which An Garda Síochána provides to the contracted service provider during the course of the contract and which will continue to apply in the provision of services by the contracted service provider to An Garda Síochána ;

The successful Tenderers will also be required to complete An Garda Síochána's Supplier ICT Security Assessment Questionnaire provided as Attachment 4 – this is required for any proprietary or third-party ICT applications that the tenderer proposes to use as part of their approach. An Garda Síochána will work with the successful tenderer to ensure they are compliant with AGS minimum standards for ICT Security.

1.2.6.2 Confidentiality

An Garda Síochána undertakes to hold any information provided by Tenderers on a confidential basis, subject to An Garda Síochána's obligations under law, including the Freedom of Information Act 2014.

If for any reason, Tenderers require information provided to An Garda Síochána not to be disclosed because of its sensitive nature, then it is incumbent upon the person or body when supplying the information to make clear this request, and to specify the reason for the information's sensitivity. An Garda Síochána will endeavour to consult with any Tenderer supplying sensitive information before making a decision on any Freedom of Information request received.

Applicants should state if any of the information supplied by them in response to this notice, is confidential or commercially sensitive and should not be disclosed in response to a request for information under the aforementioned Acts. Applications should state why they consider the information to be confidential or commercially sensitive. Tenderers should complete the relevant section of the Tender Response Document in this regard (Appendix A of The Tender Response Document – provided as part of the Invitation to Tender documentation).

1.2.6.3 Intellectual Property

Intellectual Property Rights owned by the contracted service provider or An Garda Síochána on the date of the Agreement ("Background IP") shall remain the property of that party. Background IP shall also

include Intellectual Property Rights created outside of the contract awarded and modifications and enhancements to Background IP existing on the Commencement Date created outside of the terms of this contract.

All Intellectual Property Rights created or developed by the Service Provider, or the subcontractor, in the course of the project ("Foreground IP") will be owned by and vest in An Garda Síochána on their creation.

The Service Provider will be required to grant to An Garda Síochána a perpetual, royalty-free, non-exclusive, non-transferable licence to use any of the Service Provider's Background IP as required to allow An Garda Síochána to use the deliverables produced by the Service the contract awarded.

1.3 SPECIFIC MINIMUM REQUIREMENTS TO BE ADDRESSED IN THE TENDER RESPONSE

1.3.1 Selection Criteria

Tenderers will be required to meet minimum selection criteria as follows:

- Provide a minimum of one reference for a project or programme of similar size and scope to An Garda Síochána requirement from a customer. Where a Tender is submitted as a Joint Venture, then the reference submitted must be related to previous experience illustrating combined working together.
- Systems & VMS Technology - Confirm that relevant technological solutions including a vendor management system (VMS) to support order distribution, consolidated billing and reporting capabilities are immediately available to support this project.
- Possession of a license to carry on the business of an Employment Agency under the Employment Agency Act 1971, or evidence of having applied for same; and equivalent evidence if applicable in own jurisdiction.
- Possession of a current Tax Clearance Certificate. Non-resident Tenderers should apply to the Irish Revenue Commissioners by completion of a TC1 form from the Revenue.ie website; and provide equivalent evidence of tax compliance in own jurisdiction.

In addition, Tenderers will be required to demonstrate that they:

- Have appropriate recruitment expertise in national and global markets.
- Have appropriate recruitment experience in each of the categories of staff to be recruited.
- Operate in accordance with best practice and in line with legislation.
- Are compliant with relevant legislation. Provide details of current company governance and compliance processes. Have an understanding of the regulatory / governing bodies of services in the Republic of Ireland.
- Have adequate quality assurance measures / processes in place.

Note: Tenderers are required to note that the European Working Time Directive applies to this tender.

1.3.2 Award Criteria

The Tenderer will be required to provide a detailed approach for the delivery of the service including:

- A Project Outline / Service Delivery Plan – An outline of how this service will be provided including mobilisation and implementation of the Managed Service and how the service provider can scale up activity to complete specific recruitment act.
- A detailed implementation plan, setting out how the Managed Service elements of the contract will be delivered. The plan should include key dates, responsibilities, tasks and milestones, and consider the different categories of staff to be recruited.
- A sample recruitment plan for each category of staff to be recruited, where the proposed approach differs by category of staff, detailing how a specific campaign would be delivered, including timing, responsibilities, tasks, milestones and deliverables.
- Resourcing - Details on how this project will be resourced, including:
 - Identification of key staff who will be responsible for delivering this contract; the specific roles proposed; and a career overview of the key staff.
 - Consideration of the specific requirements and nuances of individual categories of staff to be recruited.
 - Detail of how the Tenderer can scale activity to support recruitment from single digits to hundreds and,
 - Availability / Contingency – Describe resourcing contingency e.g., arrangements to respond to urgent demand, e.g., Out of Hours / Weekends or periods of Illness / Self Isolation.
 - Details of other Staff required, e.g., administrative support etc. as required.

In setting out the proposed resourcing Tenderers should note that An Garda Síochána require that the lead person proposed by the tenderer to deliver the service meet the following requirements:

- A Programme Manager with a minimum of 3-5 years of experience in leadership roles including relevant experience in an MSP role as applies to the requirements of An Garda Síochána. They will have a proven track record in relationship management as it will apply to An Garda Síochána and to 3rd party vendors. They will be required to be the single point of contact with An Garda Síochána for any contract awarded.
- Tenderers should provide details of the proposed Programme Managers academic and professional qualifications and experience relevant to this project.

The Programme Manager should be supported by a dedicated team of Project support, IT and Recruitment Specialists specifically assigned to this work.

All Recruitment staff employed directly by the MSP or through 3rd Party Vendors must have:

- Experience of recruitment including a significant number of staff with experience in the global market. The overall experience must be across all professions and grades.
- Excellent IT & Communication skills

Tenderers should outline the key skills and characteristics possessed by the proposed Recruitment

Leads for each category of personnel to be recruited that demonstrate their suitability and general fit in delivering An Garda Síochána's requirement. Tenderers should also address how they will ensure that additional staff deployed to the project will have the requisite skills.

The Tenderer will also be required to detail how they can meet the projected level of demand (up 600 people over the full term of the contract including extensions) – specifically:

- Outline how the volumes required from this contract can be met over its lifetime.
- Provide details of Candidate markets – Provide specific details on locations which will be specifically targeted, and the rationale as to why these are considered viable sources.

Additionally, the Tenderer will also be required to describe proposed customer service / relationship management arrangements.

Appendix 2: Pricing Schedule

A2 Cost Criteria:

Tenderers are required to complete the compulsory pricing schedule provided as Attachment 2. The Contracting Authority has set out two (2) volume scenarios providing a notional number of recruits required for each grade / role within the scope of the required services (columns C and D in the pricing worksheets). The Contracting authority has also set out the typical % of recruits sourced from existing Staff as opposed to external recruits in recent competitions (column E).

A2.1 Flat Cost Per Appointment

Tenderers are required to complete the “*Flat Cost per Appointment*” worksheet. Tenderers are required to provide a flat cost per appointment for each grade / role based on the notional number of appointments as set out under each scenario 1 and 2 (columns H and I). In addition, Tenderers are required to enter a discount to be applied to the flat cost for each grade / role for the appointment of an existing member of Staff (Column J).

An Garda Síochána has set a maximum cap for the cost per appointment for each grade / role (column J in the “*Flat Cost per Appointment*” worksheet). Tenders in excess of these capped rates will be excluded from consideration in the assessment.

An Garda Síochána has also set a floor of 30% on the discount to be applied for internally sourced staff. Tenders proposing a lower rate than this floor will also be excluded from consideration in the assessment.

A2.2 Cost Assessment

Tenders will be assessed on the Sum of the Cost across both scenarios net of the proposed discount for the appointment of existing Staff to new roles as part of a recruitment campaign.

Sub-Criteria	Weighting
1. Overall Cost	3000 Marks
Requirement	
Tenderers must examine and submit their cost proposals in the Compulsory Pricing Schedule .	
Scoring of the above criteria will be as follows:	
The Tender that proposes the lowest total Sum of Cost Across both Scenarios will receive 30% of the maximum marks available (i.e., 3000 marks). All other Tenders will be scored using the following formula:	
$\text{Cost Score} = \frac{\text{Lowest total Sum of Cost Across both Scenarios}}{\text{Tendered total Sum of Cost Across both Scenarios under evaluation}} \times \text{Maximum Marks Available}$	

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

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

RE: Request for Tenders for the establishment of a Contract for the provision of a Managed Service for End-to-End Recruitment Services on behalf of An Garda Síochána

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept the Terms and Conditions of the RFT, the Contract, and the Confidentiality Agreement and agree if appointed to the Contract to execute the 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 provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services 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, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Contract under the RFT, have in place on the Effective Date of the 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 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the provision of a Managed Service for End-to-End Recruitment Services on behalf of An Garda Síochána

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender (“the Tender”) submitted by [Click here and insert name of entity] in response to an RFT dated titled “*Request for Tenders for the provision of a Managed Service for End-to-End Recruitment Services on behalf of An Garda Síochána*” published by the Commissioner of An Garda Síochána (“the Contracting Authority”).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Contract 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 Contract 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 Contract 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 Contract 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)***

The Commissioner of An Garda Síochána

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the provision of a Managed Service for End-to-End Recruitment Services on behalf of An Garda Síochána

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 2026 BETWEEN:

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

and

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

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

WHEREAS:

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

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. The Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission (“the Specification”).
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on the 1st Anniversary unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

The Client reserves the right to extend the Term for a period or periods of up to twelve (12) months with a maximum of one (1) such extensions permitted subject to its obligations at law
6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement.

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

- E. During this Agreement, the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission (“Key Personnel”), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise (“Replacement Personnel”). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client’s Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client’s Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4. The Client being in possession of the Contractor’s current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 8. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current

premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

9. the Client shall be under no obligation to purchase any minimum number or value of Services.

- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100 per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:
- 100% of the charges in dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed 100 per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon

replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

- G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.
- At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:
- (i) procure the necessary rights for the Client to continue use;
 - (ii) replace the relevant deliverable with a non-infringing equivalent;
 - (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
 - (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
- 1. its professional advisers subject to the provisions of this clause 7; or
 - 2. as may be required by law; or
 - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or

4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT (“the Confidentiality Agreement”).
- The obligations in this clause 7 will not apply to any Confidential Information:
1. in the receiving Party’s possession (with full right to disclose) before receiving it from the other Party; or
 2. which is or becomes public knowledge other than by breach of this clause; or
 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A ‘Force Majeure Event’ means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of

terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for 14 calendar days either Party may terminate at 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving 30 days written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 90 days written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and

4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

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

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes

of this clause 13.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;
2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

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

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON-SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer

employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

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

25. DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them:
 - "Data"** means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

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

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

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

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

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

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

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

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

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

processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

- M. The Client does not consent to the Contractor appointing any third-party processor of Personal Data under this agreement
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

[Delete and replace with "Not Used" if not applicable:]

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

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing: Processing of Personal Information as part of a Recruitment Process.
 - 1.2 Nature of processing: Processing of applications
 - 1.3 Purpose of processing: Recruitment of staff for An Garda Síochána
 - 1.4 Duration of the processing: For the duration of the Contract and any Service Contract drawn down from the Contract.
2. Types of personal data; Applicant, Name, Address, Phone Number, eMail, Qualifications, Experience, Health Information.
3. Categories of data subject: Job Applicants.

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 2026 BETWEEN:

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

[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 “*The Provision of a Managed Service for End-to-End Recruitment Services on behalf of An Garda Síochána*” (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Services described in Appendix 1 to the RFT (the “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].
- The Contractor has been identified as the preferred bidder in the Competition.
- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio- recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to

the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Subcontractors and other suppliers on a need-to-know basis; and/or
 - ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

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

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

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

6. The Contractor undertakes:

- 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
- “Data Controller”** has the meaning given under the Data Protection Laws;
- “Data Processor”** has the meaning given under the Data Protection Laws;
- “Data Subject”** has the meaning given under the Data Protection Laws;
- “Data Subject Access Request”** means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
- “Personal Data”** has the meaning given under Data Protection Laws;
- “Processing”** has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data.

Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

- (1) process that Personal Data only on the written instructions of the Contracting Authority;
- (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and

assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub- contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for

any reasonable expenses it incurs in having the Personal Data restored by a third party.

- M. The Contracting Authority does not consent to the Contractor appointing any third-party processor of Personal Data under this agreement.
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	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: Processing of Personal Information as part of a Recruitment Process.
 - 1.2 Nature of processing: Processing of applications
 - 1.3 Purpose of processing: Recruitment of staff for An Garda Síochána
 - 1.4 Duration of the processing: For the duration of the Contract and any Service Contract drawn down from the Contract.
2. Types of personal data; Applicant, Name, Address, Phone Number, eMail, Qualifications, Experience, Health Information.
3. Categories of data subject: Job Applicants.

End of Document