Request for Tender: Supply and Delivery of Bollards

Document Reference: D22074 -DAA-XXX-XX-XXX-AG-J-XXX-0001 **Revision:** A

FORM OF AGREEMENT

THIS AGREEMENT made the 14th day of October 2026

BETWEEN

DAA Public Limited Company of, Dublin Airport, Co. Dublin (the "*Purchaser*") of one part,

AND

Enter Supplier's full name of, Enter address (the "*Supplier*") of the other part.

BACKGROUND:

A. The *Purchaser* wishes to appoint the *Supplier* to Provide the Goods.

B. The *Supplier* has agreed to Provide the Goods in accordance with the contract.

IT IS HEREBY AGREED as follows:

1. The *Supplier* Provide the Goods in accordance with the Scope of the contract.

2. The *Purchaser* will pay the *Supplier* for the *Goods* the amount due in accordance with the *conditions of contract* and *additional conditions of contract*.

3. The documents which form this contract are (in descending order of priority) as follows:

   - this Form of Agreement (document ref.: D22074-DAA-XXX-XX-XXX-AG-J-XXX-0001, Revision A),
   - *the Contract Data (document ref.: D22074-DAA-XXX-XX-XXX-CT-J-XXX-0003, Revision A),*
   - the *additional conditions of contract* (document ref.: D22074-DAA-XXX-XX-XXX-CT-J-XXX-0002, Revision A),
   - the Scope (as referenced in the Contract Data and all documents referenced therein),
   - the documents defining the Pricing Schedule (document ref: D22074 -DAA-XXX-XX-XXX-TC-J-XXX-0001 .

4. The obligations and liabilities of each party comprising the *Supplier* are joint and several.

5. The total of the Prices is €TBC.

In witness whereof the Parties have executed and delivered this Agreement as a deed on the date herein written.

Supplier	
Name:	
Director:	Name (print): Signature:
Director / Company Secretary:	Name (print): Signature:
Company Seal:	
Date of signing:	Day: Month: Year:

Purchaser	
Name:	**DAA Public Limited Company**
Director:	Name (print): Signature:
Director / Company Secretary:	Name (print): Signature:
Company Seal:	
Date of signing:	Day: Month: Year:

Supply Contract

Volume 4: Contract Data

Project Number:	D22074
Project Name:	Supply and Delivery of Bollards
Document reference:	D22074 -DAA-XXX-XX-XXX-CT-J-XXX-0003
Revision:	A

Contract Date:	21/10/2026
A contract between:	daa, public limited company
	and
	Enter the Supplier’s full name

Contract Data

Part One – Data provided by the *Purchaser*

1. General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Supply Contract June 2017 (with amendments January 2023) as amended.

Main Option N/A	Option for resolving and avoiding disputes W1
Secondary Options	X2; X13; X18; X25, Z
The *Goods* are	The manufacture, supply, and delivery of high-performance, standards-compliant perimeter protection elements in accordance with the scope (ref D20180-DAA-XXX-XX-XXX-PY-E-800-0001) and documents which form this contract.
The *Purchaser* is	
Name	daa, public limited company
Address for communications	daa, plc, THREE The Green, Dublin Airport Central, Dublin Airport, Swords, Co Dublin, Ireland, K67 X4X5.
Address for electronic communications	larry.otoole@daa.ie
The *Supply Manager* is	
Name	Andrew Kimmance
Address for communications	daa, plc, THREE The Green, Dublin Airport Central, Dublin Airport, Swords, Co Dublin, Ireland, K67 X4X5.
Address for electronic communications	andrew.kimmance.cw@daa.ie
The Scope is in	D20180-DAA-XXX-XX-XXX-PY-E-800-0001 – Rev 2
The *language of the contract* is	English
The *law of the contract* is the	Laws of Ireland
The *period for reply* is	two weeks

The period for retention is twelve year(s) following Completion or earlier termination of the contract

The delay damages are Purchaser reserves a right to claim delay damages at a cost should they arise per day

The following matters will be included in the Early Warning Register

N/A

Early warning meetings are to be held at intervals no longer than 2 weeks

3. Time

The *starting date* is 21/10/2026

If the *Purchaser* is to state the delivery date of the goods and services

The delivery date of the goods is No later than the contract end date unless agreed otherwise with written confirmation from the Purchaser

goods and *services*	*delivery date*
(1) Supply of bollards and delivery	Accordance to accepted programme

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Supplier* is to submit a first programme for acceptance is 2 weeks

The *Supplier* submits revised programmes at intervals no longer than four weeks

Bringing the *goods* to the Delivery Place before the Delivery Date

The *Supplier* does bring the *goods* to the Delivery Place more than one week before the Delivery Date.

4. Quality Management

The period after the Contract Date within which the *Supplier* is to submit a quality policy statement and quality plan is 2 weeks

The period between Delivery and the *defects date* is 52 weeks

The *defects correction period* is four weeks except that

The *defect correction period* for damaged goods is Six weeks

5. Payment

The *currency of the contract* is the Euro

The *assessment interval* is a calendar month

The *interest rate* is 0.1 % per annum above the main refinancing rate of the European Central Bank

If the period in which payments are made is not three weeks	The period within which payments are made is six weeks. The period within which the *Purchaser's* purchase orders are to be processed is three (3) weeks from the assessment date. The period within which the Purchaser's payments are to be fully discharged is five weeks from the assessment date.

6. Compensation events

	The value engineering percentage is 60%, unless another percentage is stated.
If there are additional compensation events	These are additional compensation events
	N/A

7. Title

The Purchaser's title to the goods	Title to each delivery of Goods transfers after inspection of the goods to the Purchaser upon Delivery of that delivery to the relevant Delivery Place as stated in the Scope.

8. Liabilities and insurance

If there are additional *Purchaser's* liabilities	These are additional *Purchaser's* liabilities
	(1) None
	The *Supplier's* total liability to the *Purchaser* for all matters arising under or in connection with the contract, other than the excluded matters is limited to €6,500,000 excluding the insured matters which are subject to the capped levels set out in clause 83 in the Insurance Table.

9. Resolving and avoiding disputes

	The *tribunal* is	Arbitration
If the *tribunal* is arbitration	The *arbitration procedure* is	CIArb Arbitration Rules
	The place where arbitration is to be held is	Dublin

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is Chartered Institute of Arbitrators (CIArb)

The *Senior Representatives* of the *Purchaser* are

Name (1)	Larry O' Toole

Address for communications	daa, plc, THREE The Green, Dublin Airport Central, Dublin Airport, Swords, Co Dublin, Ireland, K67 X4X5.
Address for electronic communications	larry.otoole@daa.ie
Name (2)	Ultan McCloskey
Address for communications	daa, plc, THREE The Green, Dublin Airport Central, Dublin Airport, Swords, Co Dublin, Ireland, K67 X4X5.
Address for electronic communications	ultan.mccloskey@daa.ie

The *Conciliator* is to be agreed pursuant to the Construction Contracts Act 2013.

The *Conciliator nominating body* is	Engineers Ireland

X2: Changes in the Law

If Option X2 is used	The *law of the contract* is	Laws of Ireland

X7: Delay damages

Delay damages for Delivery are

Non-conformance of specification	€1,600 day

X13: Performance bond

If Option X13 is used	The amount of the performance bond is	10%
	The bond remains valid until the Defects Date for the final delivery of Goods.	

X18: Limitation of liability

If Option X18 is used	The *Supplier's* liability to the *Purchaser* for indirect or consequential loss is limited to	The total of Prices
	For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	N/A
	The *Supplier's* liability to the *Purchaser* for Defects due to its design which are not notified before the last *defects date* is limited to	N/A
	The *Supplier's* total liability to the *Purchaser* for all matters arising under or in connection with the contract, other than excluded matters, is limited to	€ 6,500,000

The *end of liability date* is 15 years after Delivery of the whole of the *goods* and *services.*

X25: Supplier Warranties

If Option X25 is used	The *Supplier* gives the *Purchaser the following* warranties	
	Warranty	amount
	5 years	€ 6,500,000

Z: *Additional conditions of contract*

Option Z is used	The *additional conditions of contract* are in
	D22074-DAA-XXX-XX-XXX-CT-J-XXX-0002 – Rev A

Contract Data

Part Two – Data provided by the *Supplier*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1. General

The *Supplier* is

Name:	Enter name
Address for communications	Enter postal address
Address for electronic communications	Enter email

The *fee percentage* is Enter *fee percentage*

The *key persons* are

Name (1)	Enter name
Job	Enter job
Responsibilities	Enter responsibilities
Qualifications	Enter qualifications
Experience	Enter experience
Name (2)	Enter name
Job	Enter job
Responsibilities	Enter responsibilities
Qualifications	Enter qualifications
Experience	Enter experience

The following matters will be included in the Early Warning Register

None

2. The *Supplier's* main responsibilities

If the *Supplier* is to provide Scope	The Scope provided by the *Supplier* is in N/A

3. Time

If a programme is to be identified in the Contract Data	The programme identified in the Contract Data is Enter file reference or leave blank	
If the *Supplier* is to state the delivery *dates of the Goods*	The *completion date* for the whole of the *Goods* is	Enter date or N/A

5. Payment

The *price list* is in	Enter file reference or N/A
The tendered total of the Prices is	€Enter total of the Prices

Resolving and avoiding disputes

The *Senior Representatives* of the *Supplier* are

Name (1)	Enter name
Address for communications	Enter postal address
Address for electronic communications	Enter email
Name (2)	Enter name
Address for communications	Enter postal address
Address for electronic communications	Enter email