Request for Tenders dated 28/10/2026
for the supply of

Supply, delivery and commissioning of a Fire Service Aerial Ladder platform

Tender procedure: Open procedure

Tender Deadline: 21/12/2026 16:00

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Part 1: Introduction

1.1 Mayo County Council (the "Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") from economic operators ("Tenderers") for the supply of the goods as described in Appendix 1 to this RFT (the "Goods").

1.2 In summary, the Goods comprise:

Supply and delivery of a new High Reach Appliance for **Mayo County Fire Service** and as detailed in Appendix 1 – Requirements and Specifications. Sections 1 through 8 set out the specification for the appliance while section 9 sets out optional items that may be availed of by the contracting authority.

The contract will be for;

- The design, manufacture, supply, delivery and commissioning of one (1) new Aerial Ladder Platform (ALP) to meet the requirements of Appendix 1 and
- The provision of associated training (both instructor and operator level), warranties, documentation and after sales support as specified in Appendix 1.

1.3 This public procurement competition is being conducted as a single lot. A single contract will be awarded to the successful tenderer for the full scope of requirements described in this Request for Tender.

1.4 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Goods Contract") will be issued for a term of 2 years. ("the Term").

1.5

The Contracting Authority reserves the right to extend the Term for a period or periods of up to 1 year with a maximum of 2 such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed Fire Service Aerial platform may amount to some €1,000,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Goods Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Goods Contract that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

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

(i) the information contained in it continues to be correct; and

(ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.

(b) To submit all documentation which this RFT requires to be submitted with their Tender;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out within this RFT;

(e) To submit the statement required under paragraph 2.4 below; and

(f) Not to alter or edit this RFT in any way.

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

2.3 GOODS CONTRACT

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

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

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

2.6 TENDER SUBMISSION REQUIREMENTS

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

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

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

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

2.6.2 Tenders must be received not later than 16:00 on Monday 21 December 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 [for each Lot *delete if not applicable]*.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF Viewer. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 16:00 on Thursday 10 December 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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

2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or participation in field trials (if any) will be borne exclusively by the Tenderer.

2.9 CONFIDENTIALITY

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

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of the Goods Contract shall be borne by the Tenderer.

2.10.5 Payments for Goods supplied under this RFT shall be made subject to and in accordance with the Goods Contract at Appendix 5 to this RFT.

2.10.6 *Not Used*

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

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

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

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

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

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 *Not Used:*

2.20.2 *Not Used*

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2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability	€ 13,000,000 limit for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance. Employers' liability is not required if self-employed and there is no staff.
Public Liability	€ 6,500,000 limit for any one claim or series of claims arising out of a single occurrence per period of insurance.
Product Liability	€ 6,500,000 limit for any one claim or series of claims arising out of a single occurrence per period of insurance.
Professional Indemnity	€1,000,000
[Click here to Enter Insurance Label]	[Click here to enter text]

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

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

(a) immediately advise the Contracting Authority of any material change to its insured status;

(b) produce proof of current premiums paid upon request;

(c) produce valid certificates of insurance upon request.

2.22 SAMPLES

2.22.1 *Not Used*

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

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

2.22.2 The Tenderer must in its Tender, provide a clear and complete list of all documentation and manuals applicable to any sample, or alternatively, where no such documentation or manuals exist, the Tenderer must provide a statement to that effect. All documentation and manuals submitted (where requested) must be in the English language only.

2.22.3 The Tenderer will be responsible for the insurance and transportation of samples used in presentations, demonstrations or field trials.

2.22.4 Any samples required must be furnished upon written request of the Contracting Authority.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of eESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

(c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"),

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

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

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

(i) completes and submits a separate eESPD in respect of each such entity, and

(ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

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.

Tax	Confirmation that the tenderer/ all parties associated with the tenderer are fully tax compliant in accordance with the rules of both the Irish Revenue Commissioners and those applicable in their country of establishment.	Pass/ Fail
Finance	Confirmation that the tenderer has a minimum annual turnover (excl. VAT) in excess of €2,000,000 per annum averaged over the 3 most recent years of audited accounts or, where the date of establishment is more recent, for each year the entity has been established. Where audited accounts are not available for the full 3 year period, equivalent evidence of financial standing may be provided e.g. management accounts or a letter of comfort from a financial institution.	Pass/ Fail
Finance	Tenderers must submit a signed declaration as to the personal circumstance of the tenderer – ref Appendix 4	Pass/ Fail
insurance	The tenderer must submit a signed statement that the company has the required insurance levels as outlined in 2.21	

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.

Workshop Facility
Tenders must operate, either directly or via an agent, at least one workshop facility with the capacity and capability to carry out repairs/servicing to the aerial ladder platform and the ancillary equipment procured under this Contract. Any costs associated with collection and transport of fire appliances to the Tenderer's workshop must be borne by the Tenderer
Call out Service
Tenders must have the capability to provide a call-out service within 48 hours (from time of initial callout) to Mayo County Council. If the technical issue cannot be addressed remotely.
Previous Contracts / Experience
Tenderers must provide information clearly demonstrating successful delivery of (or in the process of delivering) three [3] previous comparable contracts / experience. Details should include a description of the contract in question, the value of the contract, the precise services supplied and how the contract is/was managed. Also include contact details of the clients that may be contacted on a confidential basis in relation to these contracts to confirm satisfactory delivery of the contracts. Details should include names, addresses, emails and telephone numbers.
Health & Safety Management System
Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Evidence of compliance will be required as condition of contract award.
Quality Assurance Management System
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Warranty provisions including provision of spare parts/ recovery of in-house labour cost, defect management must be outlined. Plans for defect Management must also be outlined.
Environmental Management Systems
Tenderers must be able to demonstrate, by way of a statement or certification, that their company has complied with Environmental Management Systems.

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

3.3 AWARD CRITERIA

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

[insert award criteria and weightings]

Tender Response Document (TRD) Reference	Award Criteria	Max. Marks Available	Min. Marks Required
AWARD CRITERION ONE: Compliance with Specification (PASS/FAIL)			
1.	**Compliance with Technical Specifications and Minimum Warranty Requirements** *The Tenderer must detail in The Tender Response Document the compliance of the tendered vehicle with the technical specifications and minimum warranty requirements set out in Appendix 1.* *Mayo County Council will review various proposed solutions along with variations and will determine if the solution proposed broadly meets their requirements as set out in the RFT.* *Only Tenders that receive a "Pass" mark for this award criterion will proceed to be evaluated under the remaining award criteria.* **Please provide all details in the Tender Response Document**	**PASS/FAIL**	**PASS**
AWARD CRITERION TWO: Experience and Qualifications of staff (100 marks available)			

2.	*The Tenderer must provide details and examples of the relevant qualifications and experience of its employees engaged in the build/assembly of Aerial Appliances and also of any subcontractors engaged in the process.* *Include details of the number of* *(i) technicians/mechanics employed and their qualifications.* *(ii) Their experience building similar vehicles;* *(iii) Their ongoing training/upskilling; and any other information which demonstrates that its staff have the requisite skills and experience* **Please provide all details in the Tender Response Document**	**100**	**60**
AWARD CRITERION THREE: Aftersales Support and Technical Assistance (100 marks available)			
3.	*The Tenderer must set out the quality of its proposal in relation to its capacity and capability for the provision of maintenance, repair and technical assistance from its workshop facilities, and its capacity and capability for repair/maintenance services on-site at Mayo County Council. Tenderers must provide details of workshops, if any, they have in the Republic of Ireland to carry out both chassis and Fire Engineering repairs. The Tenderer should also provide details of the process by which clients' repair issues are managed from the time a fault is reported through to successful conclusion. If sub-contracting after sales support to another supplier, full details must be provided of that sub-contractor, including their workshop details (for both chassis and Fire Engineering repairs), network details, technical capabilities of their employees in relation to fire-engineering support and their qualifications for same, and details of stock they carry and where the stock is located.* **Please provide all details in the Tender Response Document**	**100**	**60**
AWARD CRITERION FOUR: Availability of Spare Parts (50 marks available)			

4	*The Tenderer must set out the quality of its proposal for ensuring the availability of all spare parts for the appliance and ancillary equipment for the minimum expected lifespan of the vehicle (20 years). The Tenderer should include details of its process and lead times for obtaining spare parts; how it manages this supply chain to ensure parts are delivered on time; and how it manages instances of order delays and parts being out of stock.* **Please provide all details in the Tender Response Document**	**60**	**30**
AWARD CRITERION FIVE: Ordering and Delivery (100 marks available)			
5	*The Tenderer must provide a detailed narrative demonstrating its high-level process and timescales for the successful delivery of the aerial appliance - from the time of the official order through to full commissioning and handover of the appliance.* *The Tenderer should Include details of the tenderer's methodology for ensuring that all appliances are supplied and delivered in accordance with the requirements specified by the client.* **Please provide all details in the Tender Response Document**	**80**	**40**
AWARD CRITERION SIX: Environmental and Sustainability Efficiencies (50 marks available)			
6	*The Tenderer must provide a detailed narrative to demonstrate how it incorporates environmental and sustainability efficiencies/ measures during the build process. For example:* • *Energy optimisation initiatives in the warehouse/premises including rain harvesting, use of PV Panels, fabric of the building including insulation, efficiency of lighting and heating, EV charging capabilities etc.* • *Use of recycled and/or recyclable material* • *Waste management/disposal/recycling* • *Transport and logistics measures* • *Corporate Social Responsibility policies* • *Proposed Targets for Environmental Sustainability* • *Sustainable purchasing* **Please provide all details in the Tender Response Document**	**60**	**30**
AWARD CRITERION SEVEN: Cost (600 marks available)			

Section 7	**Cost of Aerial Ladder Platform** **Please provide all details in the Tender Response Document**	**600**	**n/a**
TOTAL MARKS		**1000**	

The evaluation of Tenders in response to the Award Criteria above will be conducted in accordance with the following methodologies:

AWARD CRITERION ONE: Compliance with Specification (PASS/FAIL)

Tenderers must detail in the Tender Response Document the compliance of the tendered vehicle with the minimum technical specifications and minimum warranty requirements and provide details of any variation from the required specifications set out in Appendix 1. Mayo County Council will review various proposed solutions along with variations and will determine if the solution proposed broadly meets their requirements as set out in the RFT. The evaluation of this criterion will be on a PASS/FAIL basis.

Only Tenderers who achieve a "PASS" mark for this award criterion will proceed to be evaluated under the remaining award criteria. Tenderers who receive a "FAIL" will be eliminated from the competition at this stage of the evaluation.

AWARD CRITERIA TWO to SIX: 400 Marks

Tenderers must respond to each of the five qualitative criteria detailed at paragraph 3.3.1 of the RFT. Tenderers must provide their written responses in the Tender Response Document. Written responses should not exceed 1,000 words for each answer.

Each response shall receive an initial score of between 0 and 5, in accordance with the scoring matrix below.

The initial score of between 0 and 5 for each response shall then be multiplied by the relevant weighting for the corresponding award criterion, as follows:

Indicator	Mark
The Tenderer's proposal is assessed as demonstrating an excellent level of quality, comprehensiveness, detail, clarity, credibility, viability and understanding in respect of the qualitative criterion.	5
The Tenderer's proposal is assessed as demonstrating a very good level of quality, comprehensiveness, detail, clarity, credibility, viability and understanding in respect of the qualitative criterion.	4

The Tenderer's proposal is assessed as demonstrating a satisfactory level of quality, comprehensiveness, detail, clarity, credibility, viability and understanding in respect of the qualitative criterion.	3
The Tenderer's proposal is assessed as unsatisfactory or inadequate in that it is lacking in sufficient quality, comprehensiveness, detail, clarity, credibility, viability or understanding.	2
The Tenderer's proposal is assessed as very unsatisfactory or very inadequate in that it is lacking in sufficient quality, comprehensiveness, detail, clarity, credibility, viability or understanding.	1
No response has been provided.	0

Award Criterion	Weighting	Maximum Weighted Marks Available	Minimum Weighted Marks Required
Experience and Qualification of Staff	20	100	60
Aftersales Support and Technical Assistance	20	100	60
Availability of Spare Parts	10	50	30
Ordering and Delivery	20	100	60
Environmental & Sustainability Efficiencies	10	50	30

Tenderers must achieve the minimum marks required in respect of each criterion. Tenderers who fail to achieve the minimum marks required in respect of each and every criterion will be eliminated from the competition at this stage of the evaluation and will not proceed to be evaluated under the final award criterion (Award Criterion Seven: Cost).

AWARD CRITERION SEVEN: Cost (600 Marks)

Cost will be evaluated on the basis of the Tender Assessment Price, which

- Includes all costs of delivering a fully compliant solution meeting the requirements of Appendix 1, sections 1 to 8 and
- Excludes all optional extras listed in section 9 of Appendix 1

The tender with the lowest tender assessment price will receive the maximum score (600 marks). Other tenders will receive a percentage score inversely proportional to the lowest tendered price.

$$Score = \left(\frac{Lowest\ Cost\ Tender}{Cost\ of\ Tender\ being\ evaluated}\right) * Max.Score$$

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

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

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

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

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

notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period

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

3.6 RETURN OF SIGNED CONTRACTS

3.6.1 The successful Tenderer must sign and return the Goods Contract and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Goods Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

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IMPORTANT

This document is for information and overview purposes only. Tenderers are required to respond to this specification in the **TENDER RESPONSE DOCUMENT (TRD)** provided and not below.

SECTION 1: General

Mayo County Council is seeking solutions for the supply of one new Aerial Ladder Platform Fire Appliance (ALP) as outlined below in this Appendix. **Mayo County Council** will determine whether the proposed solutions meet their requirements.

1.1 General Design

The specification details the requirements of **Mayo County Council** in relation to a ALP Fire Appliance, whereby the entire structure will be designed and manufactured culminating in a fully equipped ALP fire appliance, built to meet the requirements of EN 1777:2010 and EN 1846 (Firefighting and Rescue Service vehicles) as well as all relevant Codes of Practice, the Safety Health & Welfare at Work Act and European Legislation.

The ALP appliance should be designed and built with a minimum operational service life of 15years in mind with a likely service life of 20years

It is envisioned that the appliance will fall under a motor class of super (S), urban category (1), for ALP appliances, with a seating capacity of 2 persons, an articulated, telescopic boom/ladder & cage with an appropriate locker arrangement. While one proposal should be submitted as a minimum, Mayo County Council is interested in the submission of a range of chassis/aerial proposals of which one will be chosen.

It is the Council's intention to choose a solution that offers the best combination of the following characteristics;

Maximum overall weight	26,000 kg
Maximum garaged vehicle height	3.7m
Maximum length	10.2m
Desired outreach	22m to 25m
Downreach distance below ground level	6m to 9m
Height of ALP off the ground	45m
Minimum engine capacity	420 bhp
Minimum SWL of the cage at maximum outreach	500 Kg

1.2 Road Traffic Vehicle Construction Law

The appliance must be constructed in accordance with all relevant parts of the Road Traffic (Construction, Equipment and Use of Vehicles) (Amendment) Regulations (http://www.irishstatutebook.ie) and any subsequent amendments of same on the closing date of tender (unless specifically stated otherwise within this RFT).

1.3 Safety Belts and Restraint Systems

The appliance must be constructed in accordance with the most recent edition of the Council Directive 2003/20/EEC on the approximation of the laws of the Member States relating to safety belts and restraint systems of motor vehicles and any subsequent amendments of same on the closing date of tender (unless specifically stated otherwise within this RFT).

1.4 Equipment Stowage

The design of the appliance and the stowage of equipment shall be in accordance with the Safety, Health and Welfare at Work Act 2005 and the Safety, Health and Welfare at Work General Application (Amendment) Regulations 2007 (and latest editions), with particular regard to manual handling of loads, and any subsequent amendments of same on the closing date of tender (unless specifically stated otherwise within this RFT).

1.5 Vehicle Cab

The cab construction must conform to ECE R29 (or equivalent) Standards and any subsequent amendments of same on the closing date of tender (unless specifically stated otherwise within this RFT).

1.6 Man Made Fibres

Man-made fibres used in the construction of the appliance shall have a fire-retardant additive so that, as a minimum, the material conforms to the latest relevant sections of standard EN 13501-1

1.7 Delivery Location

The ALP appliance shall be delivered to Fire Brigade HQ., Humbert Way, Castlebar, Co. Mayo F23 V089.

1.8 Test Certificates

1 No. set of Test Certificates shall be supplied in English with the appliance for the following:

a) Proof of pre-delivery inspection, including confirmation of ALP appliance road worthiness, by the chassis manufacturer;

b) Test Certificates shall be provided as appropriate for the aerial unit and any ancillary equipment supplied

1.9 Operator & Maintenance Manuals and Hand-Over Documents

1 No. complete operator manual shall be supplied in English in both hard and soft copy

1 No. maintenance manual shall be supplied in English in both hard and soft copy to include the following:

a) Finished vehicle including the chassis & aerial unit

b) Detailed and complete wiring diagrams – all relays and fuses numbered and detailed on both the circuit diagram and on the appliance & aerial unit

c) Engineering drawings of the appliance and aerial unit

d) User and installation manual for each electrical component

e) All ancillary systems and equipment supplied

SECTION 2: Chassis, Engine & Gearbox

2.1 Chassis Options

The exact specification of the chassis is to be determined by the supplier in consultation with the chassis and aerial manufacturers taking into consideration the vehicles duty cycle and the limitations on vehicle dimensions. Consideration should be given to the most suitable wheel base and steering combination.

A 26,000 Kg Gross Vehicle Weight chassis is envisioned, such that will fully comply with all items contained in this Section 2.

The make, model & bhp of the truck chassis proposed must be stated in the TRD

2.2 Vehicle Drive Requirements

Right hand drive 6x2 rear steer

2.3 Vehicle Weight Constraints

The total weight of the appliance with equipment and crew must be within the permitted axle loading and permissible total laden mass. A front axle capacity of 9000kg is estimated as being required.

2.4 Mainframe

A mainframe structure is to be provided which, when mounted to the vehicle will transfer stresses to the stabilising jacks and reduce stress on the chassis.

2.5 Chassis Modifications

The chassis manufacturer shall approve any modifications made to the chassis.

2.6 Chassis Preparation Works

All chassis rails, crossmembers, air tanks, axles and suspension systems shall be protected by either painting it with Sigmashield 880 (or equivalent) or by waxing it with DINITROLL 4010 wax.

All chassis preparation work (e.g. re-sighting air reservoirs etc.) shall be included. This coating shall provide corrosive protection from water contact and road salt.

2.7 Tyres

The appliance must be supplied with new Michelin XZE 2 (or equivalent) tyres that are approved by the chassis manufacturer. The tyres must be rated for the maximum speed & weight of the appliance.

The name & model of the proposed tyres must be stated in the TRD

Yellow wheel nut position indicators shall be fitted to all external wheels. A label stating the appropriate tyre pressure must be located on each wheel arch. It must be possible to easily check the tyre pressures of the inside tyres without removing the outside tyres. Valve extensions are to be fitted

A new spare front wheel and tyre must be supplied with the appliance

(Note: the spare wheel and tyre must not be carried on the appliance).

2.8 Tyre Pressure Monitoring System

The wheels shall be fitted with a tyre pressure monitoring system that will alert the driver in the event of the tyre pressure being low in any tyre.

2.9 Suspension

The suspension is to be designed to give excellent road holding characteristics under all operating conditions. The suspension is to be steel spring on the front and air on the rear **or** air on the front and rear. A stabiliser (anti-roll) bar shall be fitted. It shall be possible to dump the air in the cab – with a default to ride height on release of the handbrake.

2.10 Braking System

Electronic EBS incorporating ABS must be fitted to the appliance.

A shore powered air system (8litre compressor) is to be fitted to the offside of the vehicle to

enable the air tanks to be fully topped whilst the vehicle is garaged.

The name & model of the compressor must be stated in the TRD

The parking brake must be capable of holding the fully laden appliance stationary on a dry surface gradient of 1 in 4 in neutral gear by a purely mechanical device. The device must be so designed that it is possible to apply and release the brakes at least three times, without replenishment of the parking brake reservoir.

2.11 Tachograph Simulator

The appliance must:

Have no Tachograph installed, which results in no warning lights on the dash; or

2.12 Fuel Tank

The fuel tank, and any alterations, must be manufactured from a corrosion resistant material. An anti-spill device is to be located between the filler cap and the fuel tank. The fuel tank must have a minimum capacity of 130 litres.

2.13 Air Intake

The air intake must be located at least 1.3m above ground level.

2.14 Towing Devices

The appliance must be equipped with two towing devices at both the front and rear, which will provide anchorage for winches and facilitate vehicle recovery. These devices shall be of sufficient strength to allow the vehicle to be towed on road at its permitted Total Laden Mass and no undue pressure shall be exerted on the chassis by these devices. A label shall be attached adjacent to each towing eye stating the capacity of each eye.

2.15 Snow Chains

Automatically deployable snow chains must be fitted to the appliance. The chains must be easily removable from the deploying arm for care and maintenance. An easily accessible and identified isolation mechanism must be provided underneath the body to prevent accidental engagement of the snow chains.

2.16 Air Reservoirs

Provide automatic drain valves to all air reservoirs. Where automatic drain valves are not practicable the drain pull cables are to be grouped to one common point on the side of the appliance.

An air brake dryer is to be fitted

A suitable standard 'C' type airline coupling is to be fitted into the system and brought to the front of the vehicle

2.17 Euro Compliance

The appliance engine must be minimum euro 6 compliant.

2.18 Speed Performance Requirements

The appliance shall have an engine power output of 420 BHP minimum.

The appliance at the gross laden mass shall have a minimum top road speed of 100kph and shall reach the following indicative speeds within the following timescales on a flat road;

- 65kph in less than 20 seconds
- 80kph in less than 30 seconds
- 100kph in less than 50 seconds
- 110kph in less than 65 seconds

2.19 Transmission

The appliance shall be fitted with a clutch-less fully automatic Allison Automatic Transmission (or equivalent) with Fully Automatic Integral Retarder.

It shall only be possible to start the appliance in neutral with the handbrake on.

The name & model of the proposed transmission must be stated in the TRD

2.20 PTO

A suitable gearbox mounted PTO system is to be supplied to provide drive to the hydraulic pump.

Suitable safety devices must be provided to prevent accidental engagement of the PTO whilst in drive

A means must be provided for preventing gear engagement taking place when the vehicle PTO is engaged.

2.21 Exhaust

The exhaust system must be manufactured from a corrosion resistant material. A low-level exhaust must be high enough to not get caught on traffic calming measures when fully laden. The exhaust is to exit offside so that it does not interfere with stowage lockers or platform access. Details shall be provided of the required location of the end of the exhaust system at the time of placing the official order.

2.22 Transponder

A transponder will be supplied by the Contracting Authority for fitting to the appliance to automatically activate the exhaust extraction system on return to station.

SECTION 3: Cab

3.1 General Requirements

The cab shall be a new, single-construction 2 person cab (preferably day cab). It must be designed to the latest standards to protect the crew in the event of a collision or rollover. Roof height shall be as low as practicable

3.2 Noise

The cab is to be suitably insulated to reduce noise level to meet current EU standards.

3.3 Cab Tilt

An Electro/Hydraulic Cab Tilt mechanism must be fitted to the cab. Full access must be provided to the engine and gearbox for maintenance.

3.4 Bonnet

Inspection checks shall be easily carried out by lifting a bonnet. The bonnet must be supported by two gas struts when it is open. Where a bonnet step is provided it must be labelled with the max working load

3.5 Vehicle Doors

Each door shall be fitted with a suitable strap to prevent the hinges being damaged in the event of wind or other sudden force opening the door to a fully open position.

3.6 Vehicle Windows

Anti-Bandit windscreen glazing to be provided for both windscreen and side glazing. All other glass to be toughened.

The appliance shall be fitted with electric windows for the driver and passenger position.

3.7 Vehicle Mirrors

Electric heated and electrically adjustable side mirrors must be provided on both sides of the vehicle.

A nearside Kerb Mirror and a Wide Angled Mirror located above the centre of the windscreen showing the ground area immediately in front of the full cab width must be fitted.

Camera mirrors will be acceptable as an alternative to the above mirrors.

3.8 Cabin Finishings

All internal finishings shall be to a factory finish and any amendments to the interior of the cab shall be made good.

3.9 Cab Stepwells and Steps

All cab stepwells shall be fitted with tread kicker plates to prevent paint damage from kicking. All cab steps shall be painted in yellow high conspicuity non-slip paint.

3.10 Grab Handles

Grab Handles shall be provided in yellow to assist with access / egress from all cab doors.

3.11 Number Plates

The appliance shall be registered by the tenderer.

1 No. reflective registration number plate shall be fixed to the front and to the rear of the appliance. A light shall be placed to illuminate the rear registration number plate.

3.12 Seating

The drivers and officer's seat shall be fully adjustable both fore and aft, for height and rake. The seats shall have a leatherette finish.

3.13 Seat Belts

Seat positions shall be fitted with three point high-conspicuity seat belts. The seat belts shall be positioned such that a Firefighter wearing fire-kit can fasten the seat belt.

3.14 Speed Limiter

The appliance speed limiter shall be set at 90kph such that the appliance cannot exceed this speed.

3.15 Lane Departure Warning

Lane Departure Warning shall be fitted.

3.16 Electronic Stability Control System

An electronic stability control system / programme shall be fitted to the appliance.

3.17 Traction Control

ASR Traction control must be fitted to the appliance.

3.18 Advanced Emergency Braking

Advanced Emergency Braking shall be fitted.

3.19 Door Alarms

A visual and audible alarm shall activate on the dash if the driver's door is opened and the handbrake is released.

3.20 Engine Running Meter

An hour meter for engine running time shall be installed in the cab.

3.21 External Temperature Gauges

A low external warning temperature device must be fitted with an audible alarm on the dash.

3.22 Seat Belt Warning Device

A seat belt warning device shall indicate which personnel are not wearing seat belts.

3.23 Digital Clock Display

A 24 hour vehicle powered digital clock visible to the driver in daylight and darkness shall be provided. It shall operate independently of the master switch.

3.24 Cabin Warning Notice

A notice shall be fixed in the cab visible to the driver giving details of the height (highest point of appliance), width, length and gross laden mass of the appliance.

3.25 Cabin Document Stowage

A storage unit is to be provided for documents and small equipment between the driver and the officer seat. A storage unit approx. 400mm wide by 500mm deep by 250mm high with a lockable lid shall be provided. It shall be constructed of material and furnishings to blend in with the manufacturer's cab.

In addition, suitable storage for 1 No. Fire-fighter helmet shall be provided in the front of the cab.

3.26 Back Wall Stowage

A chequered plate (or similar) wall storage solution to mount rechargeable torches (2no), traffic wands (2no) , lifejackets (2no) and glove box holders (2no) (all supplied by Brigade) on the rear cab bulkhead behind the central console.

3.27 Breakdown/Emergency Kit

A Breakdown Triangle, a Dry Powder Fire Extinguisher and a First-Aid Kit shall be fitted in the drivers' cab. A complete chassis toolkit shall be supplied with the appliance.

SECTION 4: Body Construction & Design

4.1 General

A general arrangement drawing of the appliance showing locker sizes, cab layout, and overall dimensions is required with the tender submission. The exact layout will be agreed with the successful tenderer at pre-build meeting stage. Sufficient lockers must be provided on the side and deck of the appliance

4.2 Body Mounting to Chassis

The body shall be mounted onto the chassis strictly in accordance with the chassis manufacturer's guidelines.

4.3 Body Construction Material

The body construction type may be aluminium or composite material. The back end shall be of a construction to facilitate simple and rapid repairs.

If aluminium, it is to be preferably of light alloy and of a welded aluminium framed construction. Full width bodywork is envisaged with all floor areas behind the cab at one level. This may step up a level around the turret base where additional lockers can be provided. Where this can be achieved provision shall be made to accept a stretcher

All interior panelling is to be of aluminium finish. All panelling, finished mouldings and panel overlaps are to be sealed using approved single part polyurethane sealant to prevent water ingress and surface to surface contact.

4.4 Body Stowage Units

Lockers on the side and deck of the appliance shall be provided so as to accommodate all of the ancillary equipment listed in section 4.7

4.5 Body Dimension Requirements

The overall length of the body should not exceed 10.2m. The overall height of the appliance (including boom package) shall not exceed 3.7m when fully laden. The external width of the body should not exceed the chassis cab line.

4.6 Locker Shutters and Weather Proofing

The lockers shall be enclosed by either weather proofed alloy shutters with a lift bar easy opening latch assembly or with weather proofed hinged doors to match the bodywork with a minimum of 2 No. quick release locks on each door. The shutters / doors shall be designed to prevent accidental opening. Shutters, once opened, shall remain in the open position. Shutter lift bars shall be recessed inside the body profile. Doors once opened shall remain in the open position.

The name & model of the proposed shutter must be stated in the TRD

4.7 Side Lockers

Locker(s) shall be provided on both sides of the rear of the appliance to allow for stowage of typical ancillary equipment (below). The equipment layout will be agreed between the successful tenderer at pre-build meeting stage:

4 no. full height solid traffic cones	6 lengths of rolled 70mm x 23m lay flat hose
4no. harness and fall arrest reels*	45mm delivery hose short length 10m
Double-headed standpipe, key and bar	1 full length basket stretcher
Windsock & pole	2 collapsible road signs*
50m GP line	2 breathing apparatus sets*
2 no. 9 litre PVStop Solar Blockout Extinguishers	Bolt Croppers, Hooligan tool, sledge hammer, ceiling hook, Hazard tape
Wheel chocks	5l Aspen

Items* in red will be supplied by Mayo County Council

4.8 Automatic Locking of Sliding Trays

Any sliding trays and cradles used shall have automatic locking in the ‘IN’ and ‘OUT’ position.

4.9 Locker Trays/Shelves

All bottom shelves shall have a minimum capacity of 150Kgs. All shelves shall be of peg board construction. High Visibility Avery Dennison Omnidirectional for homogenous night-time visibility (or equivalent) yellow reflective tape shall be placed on the front of all shelves. Similar yellow reflective tape shall be placed on the front side of all cradles, sliding and tilt and slide shelves that protrude more than 25mm outside the vehicle bodyline.

4.10 Drainage

All lockers/ enclosed spaces where water may accumulate must be adequately drained.

4.11 Wheel Arches

'Cat's Whiskers' shall be fitted to the wheel arches for spray suppression. Mud flaps shall be fitted behind the rear wheels for spray suppression.

4.12 Anti-Slip Material

A durable anti-slip finish shall be provided to all surfaces to which firefighters will have access (turntable decks, turret surfaces, cage floors, steps etc)

4.13 Grab Handles/ Railings

Grab Handles shall be provided to assist with access / egress from all cab doors.

The deck / booms / ladders must be fitted with suitable railing / devices to ensure three points of contact for the turret operator enroute from ground to the operator seat at all times.

All handles and railings must be finished with a textured material and painted yellow.

4.14 Deck Edging

The edge of the deck will be clearly marked along the upper periphery, with a yellow tiger stripe paint to alert operators to a fall hazard.

4.15 Deck Access

Where, in normal operating mode, the height of the bottom deck step access could be more than 500 mm from the ground additional extendable or folding steps must be fitted to avoid this.

These additional steps must be secured by two latching mechanisms and be connected to the locker open warning light and buzzer system. It must not be possible to lower the vehicle on the stabilising system if any such extending steps could come into contact with the ground and consequently damage the steps or other parts of the vehicle.

SECTION 5: Paint & Conspicuity Markings

All conspicuity markings must conform to ECE 104 (or equivalent) Standard. For the purpose of this section, reference to high visibility markings shall mean Avery Dennison Omnidirectional for homogeneous night-time visibility (or equivalent).

5.1 Bodywork Paint

The appliance, including the bodywork, front grille closure, front bumper, the step well areas, all wheel arches shall be painted in Red to BS 381C-538 (or equivalent) applied in a wet effect finish. The Ad Blue tank and the diesel tank are not to be painted.

5.2 Aerial Paint

The aerial and turret shall be painted anthracite grey (RAL 7016) or equivalent.

5.3 Locker Doors

All locker roller shutters and exposed patterned aluminium shall be left unpainted.

Hinged locker doors where provided shall be so designed to prevent the ingress of water/ road spray.

5.4 Metal Fabrications

All metal fabrications must be thoroughly degreased and deburred.

5.5 Front Bumper and Front Panel Markings

The front bumper of the appliance shall be painted red and have high visibility yellow / white (to be agreed at the pre-build meeting) 100mm reflective strips to match the bumper contours in inverted V style.

The area between the windscreen and the grill shall have a high visibility yellow reflective strip with the wording FIRE (forward and reverse) on top of the 150mm reflective yellow strip in black writing. 25mm high visibility yellow reflective strips shall be placed on the grill bars on the front of the appliance.

Note, variations may be required to the above markings depending on the chassis tendered.

5.6 Side Panel Markings

High visibility yellow and red Day-Glo Reflective Battenburg Pattern shall be applied to both sides of the appliance. The Battenburg pattern shall be applied to the crew cab to blend in with the cab contours whilst maintaining the overall profile of the Battenburg pattern along the full length of the appliance. Individual squares in the Battenburg pattern shall be sized to fit into the whole body length. Design to be agreed at the pre-build meeting.

The name of the Brigade shall be applied in English on the nearside of the lower boom and in Irish on the offside of the lower boom in black writing – the wording for the name of the Brigade in English and Irish shall be supplied at the time of placing the official order for the appliance.

5.7 Rear Panel Markings

The rear of the appliance shall be striped in alternating yellow and red 100mm high visibility reflective strips in inverted V style.

5.8 Fire Brigade Crest Markings

Brigade Crest transfers shall be placed on either side of the appliance. In addition, the Local Authority Crest and name shall be applied to the Battenburg on the driver and passenger doors. The detail shall be agreed at the pre-build meeting. The supplier shall be responsible for printing the crests in colour on clear vinyl transfers. The electronic files shall be supplied by the Brigade when placing the official order.

SECTION 6: Lighting, Alarms & Electrical Systems

6.1 General Electrical Requirements

All electrical wiring shall be of adequate gauge and insulation for the designed load, and where exposed shall be waterproof and corrosion free.

All electrical wiring shall be suitably protected from damage and from the elements. All electrical wires and small air pipes shall be run in conduit within the bodywork. The conduit shall be fixed to the bodywork, easily accessible for maintenance and remain in place for the life span of the appliance.

All important electrical circuits shall have separate circuit breakers, suitably indicated and grouped into a common box located in an accessible position within the cab.

All important electrical circuits shall be labelled for ease of identification by Brigade Mechanics.

6.2 Voltage and Battery Requirements

The electrical system shall be 24V negative earth with 2 No. 180 amp hour heavy-duty maintenance free batteries in series fitted in an accessible position. They should be mounted on a slide out tray if considered necessary.

6.3 Chassis Lights

The chassis shall be fitted with LED chassis lights. The chassis shall also have front cornering lights.

6.4 Front Bumper Foglights

Front bumper foglights shall be fitted

6.5 Sun Visor lamps

Front LED driving lamps shall be fitted in the external sunvisor

6.6 Outline Marker lights

Outline LED marker lights to the vehicle, booms and the body shall be fitted. Marker lights to comply with road traffic legislation.

6.7 Dash Panel Lighting

All light switches and ancillary switches in the cab shall be backlit

6.8 Cabin Reading Light

A Flexi Map reading light shall be fitted in front of where the officer sits. (red and white)

6.9 Officer's Hand torch

A detachable pistol grip LED hand torch shall be located on the dashboard in front of the driver. A means to place it on charge shall be provided

6.10 Cab and Door Lighting

LED lighting of the cab doors and steps to aid access/egress shall illuminate automatically when the corresponding door is opened.

Adequate cab ceiling lighting shall be provided. There shall be a means of switching on the cabin lighting when the doors are closed. A red ceiling light over the officer's seat shall be provided in the cab to minimise distraction to the driver if turned on when the appliance is being driven.

Red LED lighting shall be provided on the edge of the doors to increase the conspicuity of the doors when they are opened at night-time. The light shall illuminate automatically on a particular door if that door is opened when the sidelights are turned on.

6.11 Platform Deck & Deck Access Step Lighting

Low intensity LED lighting shall illuminate the platform deck or turntable including any changes of level thereon. Lighting shall also be provided to illuminate the access step areas.

6.12 Cab Light Bar

Supply and fit suitable low profile blue LED lighting to the roof of the cab such that they shall produce a high intensity level of light in all directions i.e. 360 deg..

The name & model of the proposed light bar must be stated in the TRD

6.13 Vehicle Siren and Public Address System

A remote electronic 200-watt siren system shall be fitted, incorporating 'wail', 'yelp', and public address functions. Activation of the 'wail' and 'yelp' tones shall be possible by depressing the

vehicle horn once armed.

The name & model of the proposed electronic siren must be stated in the TRD

6.14 Front LED's

4 no. dual blue/white alternating LED's shall be fitted to the front of the appliance. The lights shall flash alternating white when:

a) the handbrake is off;

b) the blue lights are on; and

c) the vehicle lights are off.

The lights shall flash alternating blue at all other times when powered on.

6.15 Blue Lights

LED Blue alternate flashing lights shall be fitted as follows:

a) 2 no. on both sides of the appliance;

b) 2 no. on the rear of the appliance;

c) 2 no. on the rear corners (1 per side) of a locally recessed chamfered portion of the bodywork to allow the lights to flash at an angle of 45° to the rear of the appliance;

d) 2 no. blue RSG (or equivalent) alternate flashing intersector lights on each side of the number plate mount

6.16 Red Lights

2no. rear red LED alternate flashing lights shall be fitted on the appliance, activated when AT SCENE is chosen on cab panel .

6.17 Scene Lights

LED scene lights shall be fitted as follows:

a) 2no. on both sides of the appliance bodywork;

b) 2no. on the rear of the appliance (note, these 2 no. rear scene lights should also automatically come on when a reverse gear is selected and should automatically go off again when the reverse gear is de-selected);

c) 1 on the rear bulkhead of the cab facing backwards

Scene lights shall be interlocked with the handbrake so that they automatically switch off when the handbrake is released. There shall be a facility to switch on the LED scene lights from the jacking station.

The name & model of the proposed LED scene lights must be stated in the TRD

6.18 Reversing Camera

A night vision reversing camera shall be mounted in an appropriate position at the rear. A colour screen display shall be located on the dash. The display shall be at the same eye-line height as the appliance mirrors and shall not interfere with the drivers view and the camera shall automatically come on when a reverse gear is selected and should automatically go off again when the reverse gear is de-selected. There shall be a manual override facility to leave the camera switched on permanently also.

6.19 Reversing Sensor, Alarm and Lighting

Reversing proximity sensors with an audible alert shall be fitted in the dash.

An external audible alarm warning that the vehicle is reversing shall be fitted. A facility to turn off this alarm shall be fitted on the dash. The switch shall be reset once the appliance is switched off.

Low level rear light clusters shall be LED and be flush mounted.

6.20 Locker/Door Open Alarm

Provide an audible and visual alarm system for notifying the driver of an open door/locker. The system is to be inhibited through the hand brake.

6.21 Locker Lights

White LED strip lighting shall be provided in both frames on either side of all stowage lockers the full height of the frames. Locker lights shall automatically switch on in a particular locker when that locker is opened if the sidelights are turned on.

6.22 Electronic Management System

An electronic management control system shall be fitted with the following characteristics:

a) The system shall have sufficient input and output ports to deliver all functionality with spare redundancy for future expansion;

b) A touchscreen with the following characteristics shall be located on the dash that will enable the operator to activate warning systems, lighting and other functions;

- Minimum Dimensions: 200mm (W) X 150mm (H)
- Resolution: Minimum 1280 X 800 pixels

c) The touchscreen shall be capable of providing information using both visual and audio alerts;

d) The touchscreen shall allow the operator to activate pre-programmed audio / visual warning patterns such as ‘999’ and ‘In Attendance’ and to individually control all blue/red/white lights;

e) The system shall have J1939 and Generic CAN Bus Integration;

f) The system shall integrate with the siren solution;

g) The system shall include a vehicle-to-everything (V2X) alerting platform that transmits real-time hazard notifications from the vehicle to roadside vehicles and nearby motorists via navigation apps and connected vehicle systems of the presence of an emergency vehicle in the vicinity when the vehicles blue lights are turned on.

h) The system shall have an on-board interface for programming;

i) The system shall have split charger logic

j) An accessory load management system shall be included to isolate circuits should the vehicle not be generating sufficient power to run the accessories, without using battery power. The system shall reintroduce the accessories, automatically, when power is available. The system shall not interfere with the standard vehicle equipment required for road driving. The system shall also offer thermal protection;

k) The system should have the capability of updating configuration files remotely;

l) The system should be capable of reporting key data such as Odometer, Fuel, Location, Live Status, Geofencing, Safety and Risk and Carbon Emission Reporting

m) A suitable training course must be available for all aspects of software and hardware for

Brigade maintenance personnel (or equivalent); and

n) The hardware must be CE marked

o) The hardware must comply with Regulation 661/2009 and any subsequent amendments under the EU Whole Vehicle Type-Approval System.

The name & model of the proposed electronic management system must be stated in the TRD

6.23 Over-riding speed limiter

Speed limiter **NOT** to be over-ridden by blue light operation

6.24 Axle Load Sensors

Axle load sensors to be fitted and a digital readout to be provided in the cab

6.25 Electrical Input Socket

A 220 Volt shore power input socket with an auto-eject system shall be fitted to the appliance. It shall be located in the offside position. As a minimum this supply shall enable;

- Charging batteries and auxiliary batteries
- Powering 220V sockets in the cab
- Maintain air reservoirs

Suitable protection shall be fitted on the appliance to guard against electrocution in the event of a fault.

A corresponding Auto-Safe unit to be fitted to the wall of the Fire Station shall be supplied with the appliance (it will be a matter for the Fire Authority to fit this unit in the relevant Fire Station).

The name and model of the proposed Auto-Eject System must be stated in the TRD

6.26 Master Switch Requirements

Accidental turning off of the master switch when the appliance is moving should not turn off the appliance and should not affect the driving of the appliance. A time-delay mechanism shall be integrated into the master switch system. The delay duration shall be recommended by the chassis supplier and shall account for the operational requirements of electronic systems and the AdBlue pump.

6.27 PTO Light

A PTO engaged warning light shall be fitted

6.28 Sockets and Charging Points Requirements

- 1 No. Twin Metal 110 V / 220V Sockets with USB charging ports, switchable, fused and with a red light on each switch indicating whether powered up or not, shall be fitted to the bulkhead between the driver and the Officer for the charging of fire service radios, tablets etc. – the exact voltage shall be confirmed in the Pre-Build Meeting.
- 2 No. combined USB and USB-C charging points shall be fitted to the bulkhead between the driver and the Officer.
- 2 No. 12V Sockets shall be fitted in the cab – the exact location shall be confirmed in the Pre-Build Meeting.

6.29 Aerial Bases

Aerial bases shall be fitted by the tenderer to the ground plate – the aerial bases shall be supplied at the time of placing the official order

6.30 Warning Lights with Audible Device

Warning lights with an audible device shall be mounted on the dash to indicate the following:

a) Locker open;

b) Cab door open;

c) PTO Engaged;

d) When snow chains are deployed

e) Aerial unit deployed

6.31 Fire Service Radio

The supplier shall arrange for a third party approved supplier to supply and fit all necessary Tetra Hardware to the appliance other than the radio base (the radio base will be provided free issue by the Fire Authority). This shall include the supply and fitting of all control heads, microphone heads, speakers, antennas, all necessary cabling, brackets, clips and pump bay kits. The current C-Trí approved third parties are Tetra Ireland and Sigma Wireless. In addition

a) The supplier shall run a free issue wiring loom from the agreed location of the radio to the agreed location of the control head

b) The supplier shall run a free issue wiring loom from the agreed location of the radio to the agreed location of the aerials (Tetra and GPS)

c) The supplier shall provide a 12/24V DC supply at the agreed location of the radio

Note, the supplier shall be responsible for all costs associated with the above items in this Section, including payment to the Third Party Supplier.

6.32 CCTV

A CCTV system designed for in-vehicle use a VUE CCTV system shall be fitted that would incorporate the following;

- Be of a rugged design
- Incorporate 7 HD CCTV cameras (positions to be agreed). Cameras to have a high IP rating and include night vision clarity.
- A VUE VMC8 HDD mobile DVR recorder (including a 1TB storage capacity hard drive)
- Access to the HDD controls and download port will be secure and controlled by a key
- It shall be possible to tab through the camera views on the dash monitor - a 7”HD LCD In-cab monitor is required (can be the same monitor used for the reversing camera).
- Recording to the HDD must commence as soon as possible after the master switch is turned on.
- The system will record video only. All audio features will be disabled.

SECTION 7: Aerial Unit

7.1 General

Provide a telescopic hydraulic platform (includes boom rescue ladders)

7.2 Power Take-Off (PTO) Requirements

Push Button Automatic Jacking and Levelling with a wander lead control unit

7.3 Booms

All booms are to be of high grade steel, internally and externally painted for long life. The booms should comprise of telescopic sections

The configuration of the booms must allow the second boom section with attached cage to pivot 170 degrees in the vertical plane about the free end of the telescope section and the first boom section to pivot about the turntable giving a minimum + 85 degree - 5 degree from the horizontal.

It must be possible to depress the first boom section sufficiently to maximise the reach of the second boom section with attached cage over the side of the appliance to facilitate dockside rescue

Telescopic boom movements must be actuated hydraulically and provide automatic deceleration on full extension and retraction positions to give gentle stops without shock loading

A booms un-stowed lamp mounted in the vehicle cab to indicate if the housing of the booms is incomplete or becomes unsafe is required

An intelligent lifting eye is required at the end of the telescoping section of the main boom with a capable lifting capacity of 2200 kg with a load cell which is capable of being seen at all screens.

Amber L.E.D warning lights are required at the cage and boom knuckles.

7.4 Jack Design

Four hydraulic jacks of the “H” type configuration are required. The vertical jack cylinders are to be mounted on the ends of steel box sections which slide laterally in housings integral with the main frame

Both vertical and horizontal jack cylinders are to be capable of being locked in position during normal vehicle road movements.

Large self-aligning jack feet are required to allow for operation on uneven ground.

The design of the system must be such that during use it is impossible for the jacks to retract even under continuous load conditions.

It must not be possible to operate the stabilising system unless the platform is housed.

An axle securing system is to be fitted to support the air suspension when the wheels are lifted clear of the ground by the vertical jacks.

The jack controls must be capable of levelling the unit on a 12^0 degree slope and up to 14° with the provision of suitable board plates

The jacks are to be provided with separate ground contact and ground pressure sensors which must be correctly actuated before the booms will operate.

The supplier is to provide suitable jack foot spreader plates for each jack leg. Consideration should be given to the jack foot loading, stowage of the plates and manual handling

Narrow jacking system is to be provided which allows the booms to be raised and rotated (within outreach limits) through 360 degrees.

Warning marker lights are to be fitted to the jack legs to alert pedestrians and other vehicle of the hazard. All lights are to work when any single jack movement is made and to stay lit until all legs are fully stowed.

A jacks un-stowed lamp mounted in the appliance cab is required to indicate if either a vertical or horizontal jack is extended.

7.5 Automatic Housing

An automatic boom centralising / housing system is to be provided to assist in stowage of the boom set, this is to be controlled through both the cage and turret operating controls.

7.6 Control System

User friendly control display panels should be located at the cage and consul and should be similar in layout and operation. These should incorporate all functional controls and operator information. These should include but not be limited to, wind-speed, cage loading, number of occupants, outreach limitations, hydraulic pressure condition, other visual warnings detailed in this specification

A full control system using joy-stick controls is to be provided at the turntable with similar controls at the cage.

The control system at the turntable must be able to over-ride those at the cage.

The joy-sticks (control levers) are to be so designed that they alleviate any possibility of jerky movement. The joystick movement should be proportional to the speed of movement of the booms and the movements should be smooth and dampened at the extent of articulation.

All control levers must function so that when released they automatically return to the neutral position.

The design of the controls must include a provision that safeguards against accidental operation.

Main engine, standby engine and electrical back up pump are to have stop and start controls operable at all workstations including at the jacks. Engine stop to be disabled at jacks when booms in operation.

A visual and audible warning system is required to give indication to the operator when safe working limits are reached and the machine must be designed to stop within safe limits.

Pre-set deceleration/acceleration is to be provided at the end of stroke of cylinders and at the point of safety stop actuation

7.7 Emergency Stops

Emergency stops are to be positioned at the cage and the turntable to instantly stop the machine in a safe and controlled manner.

The following priority/over-ride facilities are required:

1. Cage controls can be isolated at the cage
2. Cage controls can be isolated at the turntable
3. When both control position are active the turntable has priority
4. All controls isolate at the turntable

All circuits must include the necessary safety devices; i.e. interlocks, over-riding controls, safety stops, fail safe devices as laid down in JCDD/34 and or pending EEC legislation.

7.8 Wind Speed Indicator

A wind speed indicator which is to be linked to control displays on operator consuls shall be provided. The ability to transmit wind speed remotely (if possible) shall be provided. Maximum wind operating speed to be 12.5 m/s.

7.9 Emergency Backups

A means of manually operating the machine in order to return the cage to ground level is

required in the event of a failure.

7.10 Standby Engine

Both a diesel standby engine and an electric back up pump is to be provided to the hydraulic system and shall facilitate continued operation in the event of a main engine failure. The diesel engine and the electric back up pump shall be capable of delivering a minimum of 30 litres a minute and 11 litres per minute respectively to the hydraulic system. The fuel supply must be drawn off the vehicle's tank.

Exhaust fumes must be piped away from deck preferably to underside of chassis to prevent fumes interfering with turntable operator.

7.11 Bleed down System

A bleed down system positioned at cage and turntable is required to safely allow the cage to be lowered to ground level in the event of engine, hydraulic or electrical failure.

7.12 Emergency Functions

The platform must have the facility to deploy the stabilising system and carry out all boom and cage movements by either the standby engine or electrical pump in the event of main pump failure.

Both standby systems must be operated from either the cage or turret and provide a means of operating the cage levelling.

7.13 Safety Cut Out Systems

A safety cut out system at the cage is required to warn the operator and then to automatically stop the machine in the event of the cage coming into close contact with any obstacle. (Ultrasonic sensor system comprising of seven (7) sensors preferred)

A cab protection device is required to prevent the booms from being rotated or lowered into the vehicle cab or jacks.

A 'cage out of level' safety cut out system must be fitted to the cage levelling system. This system must prevent the cage reaching an angle greater than 100 above or below horizontal, in the event of cage levelling system failure the machine should stop in a smooth and appropriately controlled manner.

7.14 Hydraulic Cylinders

All load bearing hydraulic cylinders must be fitted with integrated hose failure lock valves

Limiting cut outs and stops must be fitted to slow down and stop all boom movements at maximum extension and depression.

7.15 Working Envelope

There must be a continuous monitoring system that only allows the platform to operate within the area of the operating envelope that is safe, dependent on cage loading.

In the event of the platform reaching an unsafe condition all movement should be disabled except that movement which allows the platform to return to a safe condition.

7.16 Boom Ladders

The ladders should be a telescope system and form a continuous staircase from the working platform to ground level. There must be a continuous (telescopic) handrail along the length of this ladder system.

Supplier to provide hand rails to the ladders. If it is a requirement for the rails to close when

stowing the machine, the operation of the handrails should be automatic when the unit is stowed or un-stowed or have a warning device fitted to alert the operator of the handrails being raised.

The ladder system must be capable of supporting at least 4 persons spread evenly along the length of the system.

An automatic rounds-in-line function must be included and have a rounds-in-line indicator fitted to both cage and turret work stations.

7.17 Cage Design

The cage must be constructed from a suitable high strength material (state material type) and so design as to have a minimum SWL of 500 Kg.

The construction of the cage is to include toe boards are to be provided to prevent any tools or equipment being accidentally knocked out of the cage.

A continuous handrail is to be fitted around the cage and made to facilitate access to the cage by persons being rescued from buildings.

The construction of the cage and drop down platform is to include an open mesh floor to aid visibility during operation.

7.18 Drop Down Platform

A drop-down rescue platform with handrail is required to facilitate rescue applications and be equipped to carry a stretcher, the stretcher will be provided by supplier. The platform must be a minimum of 1.2m in length and 0.6m deep. A clear unobstructed opening at least 1.35m in height must be provided from the cage to the platform. Any equipment such as platforms for the stretcher will be provided by supplier. The head of the stretcher is to be accessible from the cage. The platform is to have a minimum SWL of 200kg and there should be adequate anchor points for holding stretcher to base

7.19 Cage Operation

An indicator light or display to show that hydraulic pressure is available is required.

A ‘Deadman’ Switch to inhibit all controls is required to eliminate accidental operation during rescue operations

An out of level alarm should be incorporated given a visual and auditable warning to the operator.

Cage rotation of no less than 60^0 is to be provided in both directions i.e. left and right from the centre position.

7.20 Cage Levelling System

The cage is to be self-levelling under all operating conditions and loading of the platform.

A manually controlled cage levelling system must be fitted and include a master switch to isolate the automatic cage levelling system during use of the manually controlled system.

7.21 Cage Comms

An Intercom system connecting the cage to the base position must be provided.

7.22 Cage Access

A cage access ladder section shall be provided. When deployed it should not foul on the cage during cage rotation

7.23 Cage Lifting Eyes

A Minimum of seven lifting eyes must be provided; Two lifting eyes capable of lifting 500kg, four lifting eyes capable of lifting 125kg and one lifting eye capable of lifting 200kg. All seven lifting eyes for the tendering of persons will be painted yellow as standard and be fully tested and certified.

7.24 Fixing Points

Suitable fixing points are to be supplied which conform to the requirements of LOLER and WAH regulations for safety harnesses when working in the cage or on the fold down platform. The load rated capacity of fixing points and Safe Working Load (SWL) are to be tested and certified.

7.25 Turntable Design

The turntable must be designed to withstand the load imposed by the booms and distribute the load evenly over the slewing ring.

The turntable must be positioned centrally across the chassis and provide smooth continuous movement in both directions through 3600. This is required whether the unit is narrow or wide jacked.

The centre post must be mounted in such a way that maintenance can be carried out directly from the turntable.

The centre post must contain sufficient slip rings, to supply adequate electrical power to the platform control, lighting and ancillary systems

The platform must be capable of being rotated manually in the event of power failure.

7.26 Turret Workstation

The turret work station should have suitable hand rails to protect the operator from falling when accessing and egression from the operator's position.

The operator's seat on the turntable is to have the ability to incline to facilitate operator's view and include operator head protection (roof). Roof protection must be openable if necessary to allow for operator access/ egress.

Anchor points each side of turret to allow attachment of rope capture devices. To be tested and certified accordingly EN795

Options for egress for the turret operator for when cage is placed behind the vehicle

A pressure gauge is required at the turntable to display hydraulic pressure.

7.27 Hydraulic System

It must be possible to operate the platform for long periods under all conditions without the hydraulic oil overheating.

All hydraulic pipes used in the construction must be easily accessible on the boom structure for ease of inspection and maintenance. All hose must be clearly marked and traceable to an initial batch test.

The main hydraulic tank is to be incorporated in the boom sub frame and include a suitable inspection panel accessible and filler cap fitted with an air filtered breather.

The tank is to have a suitable drain plug for maintenance purposes and there is to be a means of isolating the tank form the hydraulic circuits to prevent oil loss when the tank is drained or hoses removed.

Suitable suction strainers and pressure filters should be employed.

7.28 Operational Speed Requirements

The following operating rates are desirable at a minimum ambient temperature of 70c, with the platform loaded to maximum working load, even when several operations are carried out simultaneously.

Jacks down to operating position: - 30 seconds.

Elevation/Extension from headrest to maximum height: - 120 seconds. Depression/Housing from maximum height to headrest: - 120 seconds. Rotation one complete circle: -120 seconds.

An auto lubrication system to be incorporated into the boom package where required.

7.29 Water System

A water system is to be incorporated to facilitate water delivery from an external source to the monitor.

All telescopic pipes to be made of either stainless steel or marine grade aluminium and be of suitable diameter to allow the uninterrupted minimum delivery of 3500 litres per minute.

All hose clamps to be of stainless steel / Aluminium.

7.30 Inlet

An inlet with four way collecting head with blanking caps and gunmetal fittings is to be located at the rear of the vehicle suitable for 70mm hose with fire service standard instantaneous couplings.

7.31 Pressure Relief

An automatic pressure relief valve is to be fitted. To discharge under the rear of the vehicle. This pressure relief valve is to be set at a pressure that will allow a working pressure of 10 to 15 bars at the monitor at the maximum operating height but prevent build-up of such a pressure that would damage the appliance waterway and systems

A manually operated dump valve must be fitted to the system at ground level.

7.32 Monitors

The supplier is to provide details of suitable monitors which are compatible with the appliance and are capable of delivering a minimum rate of 3,000 litres per minute at 7-10 bars. LFRS will then evaluate the monitors and advise the suppliers which is to be fitted. The monitor is to have the following:

1. At least 80° vertical movement and allow movement above and below the horizontal plane.
2. At least 100° horizontal movement 50° either side of the central position.
3. The jet from the monitor must not be obstructed by any part of the cage or drop down platform at any point in its operating range of movement.
4 Must be able to be controlled, manually from within the cage and remotely from all sets of controls.
5. Controls to include water on/off, rotation in all both planes, spray, Jet and fog

7.33 Spray Curtain

A water spray curtain to protect the cage is to be supplied. This is to be controlled from the cage and the turret

7.34 Cage Delivery Outlets

Additional delivery outlets with control valves are to be provided within the cage, incorporating 2 x female instantaneous couplings

7.35 Cage Delivery Outlets

Cage mounted 20m hose reel

7.36 Cage Lighting

Six high output 24v LED lights are required, two units positioned at the front, one positioned on the left- and right-hand side of the cage, one positioned at the controls and one for flexible use. It must be possible to activate lights independently of each other.

7.37 Optical/Thermal Camera

Dual Optical / Thermal Image Camera with wireless remote control and control Peli-case with built in hard drive for recording of footage.

Full camera operation should be available at the cage and turret

Suitable mounting points within the cage or on the cage safety rail, for the camera

7.38 Remote Control Operation

Remote control unit provided must be capable of operating all standard boom movements, the emergency stop and have control of the water monitor all controlled from the one unit.

SECTION 8: Spare Parts, Warranties, Delivery & Training

8.1 Bodywork Warranty

It is a requirement that all bodywork must have a minimum of 15 Years Warranty.

The Tenderer must confirm compliance with this requirement in the TRD

8.2 Chassis Vehicle Systems and Driveline Warranty

It is a requirement that the chassis vehicle systems and driveline must have a minimum of 3 years warranty (other than standard serviceable items).

The Tenderer must confirm compliance with this requirement in the TRD

8.3 Warranty for All Other Parts of The Appliance (Incl. Ancillary Equipment)

It is a requirement that all other parts of the appliance (including ancillary equipment) other than the chassis must have a minimum of 2 years warranty.

The Tenderer must confirm compliance with this requirement in the TRD

8.4 Aerial

It is a requirement that the aerial unit must have a minimum of 2 years warranty (other than standard serviceable items).

The Tenderer must confirm compliance with this requirement in the TRD

8.5 Warranty for Electrics

It is a requirement that electrical circuits and equipment must have a minimum of 5 years warranty.

The Tenderer must confirm compliance with this requirement in the TRD

8.6 Spare Parts and Technical Assistance

Spare parts and technical assistance shall be available for a minimum of 15 years for the appliance, aerial unit and all ancillary equipment. Suppliers should have a network of support throughout the Republic of Ireland for the chassis. A stock of all commonly used spare parts should be available within the Republic of Ireland.

In relation to the aerial unit, suppliers should have the ability to have a trained technical person present at Castlebar F23 V089 within 48 hours of receipt of call-out if a technical issue cannot be addressed remotely. A facility whereby the supplier can perform remote diagnosis via telecommunications with the unit should be provided

8.7 Delivery Lead-Time

Tenderers must state their delivery lead time (in weeks) for the complete solution.

The lead time shall be taken as the period from the date of the official order placement to the delivery on station of a fully approved appliance.

State the delivery lead times (in weeks) in the TRD

8.8 Training

A 1 day driver familiarisation training course shall be delivered by the chassis supplier for up to 8 personnel at the station that the appliance will be based.

A 4 day Instructor familiarisation training course shall be delivered by the aerial supplier for up to 4 personnel at the station that the appliance will be based. Included with the training will be a training manual for each student

A 3 day mechanical and electrical maintenance training for up to 3 maintenance personnel at each Brigade Headquarters or other nominated location. Included with the training will be a training manual for each student.

Appendix 2: Pricing Schedule

Respondents must include a completed copy of Pricing Schedule with their response.

The Tenderer must give the total cost, in Euros, of the aerial appliance as specified in Appendix 1

- Including delivery to Castlebar
- Including all expenses/ tariffs/ custom charges
- Excluding VAT
- Excluding the cost of Optional Extras listed in Appendix 1, Subsection 9 which will not be taken into consideration in awarding the Contract (Quote for these in the table below)

Where more than one chassis option is offered a fully completed response to Award Criterion 7 must be carried out for the alternative chassis – Option A, B, C etc

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: Mayo County Council (the "Contracting Authority")

RE: Request for Tenders for the Supply of Supply, delivery and commissioning of a Fire Service Aerial Ladder platform

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

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

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

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

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 3A: Foreign Subsidies Regulation

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

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

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

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

TO: Mayo County Council (the "Contracting Authority")

RE: Request for Tenders for the Supply of Supply, delivery and commissioning of a Fire Service Aerial Ladder platform

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

SIGNED **Notifying Party**

(Authorised Signatory)

Print name **Address**

Date

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

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]	**[Signatory 2]**
Name:	Name:
Organisation:	Organisation:
Position:	Position:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
Signed:	Signed:

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

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]	**[Signatory 2]**
Name:	Name:
Organisation:	Organisation:
Position:	Position:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
Signed:	Signed:

Table 2

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

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

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

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

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

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

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

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

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

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

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

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

Date:

[Signatory 1]	**[Signatory 2]**
Name:	Name:
Organisation:	Organisation:
Position:	Position:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
Signed:	Signed:

Table

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

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

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

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

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

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

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

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

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

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

☐ yes ☐ no

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

☐ yes ☐ no

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

☐ yes ☐ no

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

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

and

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

☐ yes ☐ no

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

Notifying party(ies) ☐ yes ☐ no

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

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

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

☐ yes ☐ no

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

☐ yes ☐ no

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

☐ yes ☐ no

3.2. For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:

3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).

3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.

3.2.3. Amount of each financial contribution.

3.2.4. Purpose and economic rationale for granting the financial contribution to the party

3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.

3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).

3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).

3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.

3.3 Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

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

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

(ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.

(iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.

(iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:

(a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;

(b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below

(v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:

(a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.

(b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.

(c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.

(d) Foreign financial contributions below the individual amount of EUR 1 million.

(vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

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

Country C			
Country D			

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

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

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

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

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

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

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

4.2 The elements may in particular refer to:

4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;

4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;

4.2.3. The originality of the work, supplies or services proposed by the tenderer;

4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;

4.2.5. Compliance with obligations regarding subcontracting.

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

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

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

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

6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.

6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

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

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.

6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.

6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

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

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

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

Date:

[Signatory 1]	**[Signatory 2]**
Name:	Name:
Organisation:	Organisation:
Position:	Position:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
Signed:	Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of Supply, delivery and commissioning of a Fire Service Aerial Ladder platform

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").

2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:

    a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
    b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
    c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
    d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
    e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
    f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

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

    a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

    b. has carried out the preparation of the Tender independently.

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

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

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

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

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

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

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

_____

Signature of Declarant

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

_____

(signed)
Practising Solicitor/Commissioner for Oaths

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

Appendix 5: Goods Contract

Mayo County Council

and

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

AGREEMENT

Relating to the Supply of Goods pursuant to

Request for Tenders for the supply of Supply, delivery and commissioning of a Fire Service Aerial Ladder platform

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

Mayo County Council, of [Address] ("the Client");

and

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

(each a "Party" and together "the Parties").

WHEREAS:

A. By Request for Tender entitled **"**[Title of RFT]"advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____of _____and dated [insert date of RFT] ("the RFT"), the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the goods described in Appendix 1 to the RFT (the "Goods"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie 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 shall sell and the Client shall purchase in accordance with this Agreement ("Agreement") the Goods described in Schedule B ("Goods"). Schedule B details the nature, quantity, quality, time of delivery and functional specifications of the Goods in accordance with the RFT and the Submission ("the Specification").
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client's Contact is [insert contact name] of [insert contact address]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

Not Used

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

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

SIGNED for and on behalf of the Client _____ (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 supply of Goods and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the supply of the Goods and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 5 the Contractor shall:

1. supply the Goods in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;

2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;

3. comply with all local security and health and safety arrangements as notified to it by the Client; and

4. supply the Goods in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 15, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 11.

G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

H. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. THE GOODS

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

B. Unless otherwise stated in the Specification:

1. Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.

2. Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.

3. The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.

5. The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.

6. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.

C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.

D.

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

E. *Not Used:*

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

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

3. INSPECTION OF GOODS

A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 3B.

B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:

1. treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.

or

2. have such Goods promptly, and in any event within [insert number] calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.

C. Rejected Goods shall be removed by the Contractor from the Client within [insert number] calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within [insert number] calendar days of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.

D. For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.

E. The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.

F. The Contractor hereby guarantees the Goods for [insert period] from the date of delivery (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

4. RISK AND TITLE

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

B. Title shall pass to the Client on payment for the Goods.

5. PAYMENT

A. Subject to the provisions of this clause 5 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 11A from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Goods for any billing period (including whether or not Goods have been accepted, rejected, satisfactorily repaired or replaced as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable

by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.

F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the supply of the Goods will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;

4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the supply of the Goods (to include manufacture and distribution process) as they apply to the Contractor;

5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

6. *Not Used:*

it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;

7. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [Insert Date]which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged; and

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

B. The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Contractor and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.

C. The Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification (Schedule B) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.

D. The Contractor undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such rights are used for the purposes of this Agreement.

E. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out in clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. REMEDIES

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

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 7A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(D), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Goods of approved quality, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. *Not Used*

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

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

5%

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

8. CONFIDENTIALITY

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

1. its professional advisers subject to the provisions of this clause 8; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 8; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the

Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

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

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

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

C. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations

D. The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;

2. the anticipated delay in the performance of obligations;

3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 60 calendar days either Party may terminate at 14 days notice.

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

10. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving 3 months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving 3 months written notice to the Client.

B. Either Party shall have the right (in addition to its rights under clause 10(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;

3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and

4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:

i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor

ii) that the Contractor (or its subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31

July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same)

D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

11. CONTRACT MANAGEMENT

A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
2. maintain such records and comply with such reporting arrangements and protocols required by the Client from time to time;
3. comply with all reasonable directions of the Client; and
4. comply with the service levels and performance indicators set out in Schedule D.

C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 11D.

12. DISPUTES

A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times

13. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

14. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.

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

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

15. ASSIGNMENT AND SUBCONTRACT

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

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

16. ENTIRE AGREEMENT

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

17. SEVERABILITY

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

18. WAIVER

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

19. NON-EXCLUSIVITY

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

20. MEDIA

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

21. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Goods and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 21C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

22. ACCESS TO PREMISES

A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Goods are being performed for the Client under this Agreement.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.

C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the supply of the Goods

(where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the supply of the Goods then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

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

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

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

"Data Subject" has the meaning given under the Data Protection Laws;

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

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring

confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);

ii. the data subject has enforceable rights and effective legal remedies;

iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the 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)

not used

Schedule B: Goods: The Specification

Refer to Appendix 1

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

Not applicable

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

    1.1 Subject matter of processing

    1.2 Nature of processing

    1.3 Purpose of processing

    1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

Appendix 6: Confidentiality Agreement

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

The Mayo County Council, of Aras an Chontae, The Mall, Castlebar, Co. Mayo (hereinafter "the Contracting Authority") of the one part; and

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

WHEREAS

A. By Request for Tenders dated [insert date] entitled [insert title] (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the Goods/Services described in Appendix 1 to the RFT (the "Goods" "Services") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

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

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

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

   2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

   2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

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

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

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

I to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

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

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

i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

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

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

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.

9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

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

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Subject" has the meaning given under the Data Protection Laws;

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

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

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

(1) process that Personal Data only on the written instructions of the Contracting Authority;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Contacting 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 Contacting 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

4. Processing by the Contractor

    4.1 Subject matter of processing

    4.2 Nature of processing

    4.3 Purpose of processing

    4.4 Duration of the processing

5. Types of personal data

6. Categories of data subject

End of Document