

Request for Tenders for the provision of Workplace Substance Misuse Assessment Services for An Garda Síochána

5th of December 2026

T.094.2026

Tender procedure: Open procedure

Tender Deadline 15:00 hrs. on Wednesday the 9th of December 2026

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Part 1: Introduction

1.1 **The Commissioner of An Garda Síochána** (the "Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") from economic operators ("Tenderers") for the provision of the services as described in Appendix 1 to this RFT (the "Services").

1.2 In summary, the Services comprise: **the provision of Workplace Substance Misuse Assessment Services**.

1.3 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Services Contract") will be issued for a term of **three (3) years** ("the Term").

1.4 The Contracting Authority reserves the right to extend the Term for a period or periods of up to **12 months with a maximum of two (2) such extension** or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.5 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Service Contract may amount to some **€1,500,000** (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.

1.6 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 Services 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 Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract.

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

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

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

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

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;

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

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

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

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

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

2.2.2 Without prejudice to the generality of paragraphs 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 SERVICES CONTRACT

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

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

2.4 ACCEPTANCE OF RFT REQUIREMENTS

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

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

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

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

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

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the "paper plane" icon first and then on the "Submit" button. After the "Submit" button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re- submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

2.6.2 Tenders must be received not later than **15:00 hrs. on Wednesday the 9th of 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.

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

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

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15:00 hrs. on the 23rd of November 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

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

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

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

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

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

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

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

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

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

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition

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 Services Contract shall be borne by the Tenderer.

2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.

2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Harmonised Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

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

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

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

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the

Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services 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

An Garda Síochána reserves the right to conduct a visit of the contractors testing facility and/or any Sub-Contractors site facility. In addition, An Garda Síochána may conduct an audit of relevant facilities on an annual basis.

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability*	€13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability*	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Product Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year

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

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

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

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

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

(c) produce valid certificates of insurance upon request.

2.22 SAMPLES

2.22.1 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.

2.23 VETTING AND SECURITY CLEARANCE

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

(a) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.

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

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

invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

2.24 TPRM INFORMATION SECURITY QUESTIONNAIRE

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

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

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

Rule: Pass/Fail

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

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

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

(b) Declared by way of eESPD that either:

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

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

(c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"), will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

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

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

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

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

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

(i) a Declaration in the form attached at Appendix 4;

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;

(iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

(v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

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

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

3.2 SELECTION CRITERIA

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

3.2.A Economic and Financial Standing

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

3.2.A.1 Annual Turnover Requirement

Tenderers are required to demonstrate that they have a minimum average annual turnover of **€300,000** (excl. VAT) in each of the last three financial years or the most recent years of service, if in operation for fewer than three.

Failure to demonstrate that this minimum annual turnover requirement is satisfied will result in the Tenderer being awarded a fail.

Tenderers must provide details in the Tender Response Document of turnover for their organisation in respect of the past 3 financial years or if the date of establishment of their organisation is more recent.

3.2.A.2 Evidence of Financial Capacity

Prior to the award of any Service Contract, a successful Tenderer will be required to furnish a Banker's statement, dated within the last six months, providing evidence of its financial standing and/or copies of their audited accounts for the 3 most resent years. In the case where the Tender is a subsidiary, the parent companies audited accounts for the last 3 years or, the most recent years if in operation for fewer than 3 years

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

3.2.B Technical and Professional Ability

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

3.2.B.1 Examples of Similar Contracts

Using the template provided in the Tender Response Document, Tenderers are required to submit details of three (3) contracts undertaken with the past five (5) years prior to the Tender Deadline for the provision of workplace substance misuse assessment services of a

comparable nature and scale to those described in Appendix 1 to the RFT.

Rule: Pass/Fail

Failure to demonstrate to the Contracting Authority's satisfaction the successful delivery of three (3) comparable contracts within the timeframe specified will result in the Tenderer being awarded a fail.

3.2.B.2 Client References

Using the template provided in the Tender Response Document, Tenderers must possess a sufficient level of experience demonstrated by suitable references from contracts previously performed. Tenderers are required to submit contact details of three (3) clients that may be contacted on a confidential basis. Details are required in order for the Contracting Authority to verify the information provided.

Rule: Pass/Fail

Failure to submit Client Reference details to the Contracting Authority's satisfaction will result in the Tenderer being awarded a fail.

The Contracting Authority reserves the right to contract the referees without prior notice to Tenderers in order to check references

3.2.B.3 Health and Safety

Tenderers must be able to provide a copy of their organisation's Health and Safety Policy and Statement on request.

Using the template provided in the Tender Response Document, Tenderers must demonstrate and that that there is a procedure within the company/college to ensure all staff have completed Health and Safety training and have access to on-going health and safety training.

Rule: Information only/Compliance Required

3.2.B.4 Relying on the Capacity of 3rd Parties

Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, and in terms satisfactory to the Contracting Authority, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

Rule: Pass/Fail

3.2.B.5 Accreditation

Tenderers must declare by way of eESPD that they satisfy the accreditations 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.

ACCREDITATION	SCORING	SUPPORTING DOCUMENTATION
Laboratory and equipment must have INAB or UKAS accreditation or equivalent.	Pass/Fail	A valid copy of the accreditation certification from the accrediting body.
Laboratory and equipment must have ISO	Pass/Fail	A valid copy of the accreditation

ACCREDITATION	SCORING	SUPPORTING DOCUMENTATION
17025 accreditation or equivalent.		certification from the accrediting body.
Access to an accredited courier service. Tenderers must identify the courier which will be utilized for the provision of the Services. The courier must have ISO 9001 accreditation or equivalent.	Pass/Fail	A valid copy of the accreditation certification from the accrediting body as proof of compliance

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

3.3 AWARD CRITERIA

3.3.1 Only those Tenderers who have qualified in accordance with paragraph 3.1 and 3.2 of this RFT will proceed to be evaluated under this paragraph 3.3.

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

Table 2. Award Criteria

Sl No	Award Criteria	Marks for sub-criteria	Maximum Weighted Marks Available	Minimum Weighted Marks Required to Pass
1	**Quality of the Methodology for the delivery of Substance Misuse Assessment testing**		**100**	**60**
1.1	• Quality of the methodology for collection of urine samples	25		
1.2	• Quality of the methodology for interpretation of screening test of urine samples using integrated collection cup	25		
1.3	• Quality of the methodology for laboratory immunoassay screening of urine samples	25		
1.4	• Quality of the methodology for collection of hair samples	25		
2	**Quality of methodology to meet laboratory analysis requirements**		**120**	**72**
2.1	• Compliance with ISO 15189, ISO17025 and European Workplace Drug Testing Society Guidelines.	45		
2.2	• Immunoassay Screening	25		
2.3	• Adulteration screening	25		
2.4	• Confirmatory Analysis	25		
3	**Quality of methodology of Test Results**		**85**	**51**
3.1	• Quality of process if Sample A Test is Negative	15		
3.2	• Quality of process if Sample A Test is Adverse	25		
3.3	• Quality of methodology for communication of results and provision of report from a Toxicologist and Medical Review Officer	30		
3.4	• Quality of methodology for retention of samples	15		
4	**Quality of the methodology for the chain of custody procedures and documentation.**		**100**	**60**

5	**Quality of the equipment and Technology**		**50**	**30**
5.1	• On site integrated cup collection	25		
5.2	• Hair Sample collection kit	25		
6	**Quality and balance of resources**		**20**	**12**
6.1	• Point of Contact for Substance Misuse Assessment operations	10		
6.2	• Collecting Officers	10		
7	**Quality of Management Information**		**10**	**6**
8	**Training**		**20**	**12**
9	**Waste Management**		**20**	**12**
10	**Quality of the Data Protection Measures – GDPR legislative compliancy.**		**75**	**45**
11	**Ultimate cost**		**400**	**N/A**
	Total Marks (Quality and Cost)		**1000**	**480**

3.3.3 **Scoring Scheme:**

Each sub-criterion identified in the table above other than Value will be marked using the scoring guidance in Table 3 below.

The response to each sub-criterion will be given a score 1-7 and weighted back to the mark of each sub-criterion.

Tenderers that have not achieved the required Minimum Marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the Cost Score (as per the formula set out at 3.3.4) of the Tenderers that have achieved the Minimum Marks.

Table 3. Rating and score categories

BAND	SCORE RANGE	MEANING
7	**90 – 100%**	**Excellent response that exceeds the requirements set out in the RFT:** the response provides great clarity and gives a comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
6	**80-89%**	**A very good response that fully meets all the requirements set out in RFT:** the response demonstrates a very high level of understanding of the requirements provides comprehensive detail and convincing assurance that the Tenderer will deliver to a very high standard
5	**70-79%**	**A good response with very few minor weaknesses:** The response demonstrates a good understanding of the requirements set out in the RFT and gives sufficient detail and assurance that the Tenderer will deliver the requirements to a good standard.
4	**60-69%**	**A satisfactory response with a number of weakness and demonstrates a reasonable understanding of the requirement of the RFT:** The response provides reasonable understanding in relation to the requirements set out in the RFT. To achieve a higher score the tender would require to provide much greater specific detail and clarity in relation to the requirements, to give the evaluation team an

		assurance that the tender could deliver to a higher standard under the terms of the proposed contract
3	**30-59%**	**A response with reservations** The response does not provide sufficient convincing detail and **there is a risk** that the tenderer would not meet the requirements set out in the RFT. To achieve a higher score the tender would require to provide much greater detail and clarity in relation to the requirements set out in the RFT to give the evaluation team an assurance there is not a risk of non-delivery under the terms of the proposed contract
2	**0-29%**	**A response where serious reservations exist**. Lacks full credibility/convincing detail, and there is a **significant risk** that the contract will be unsuccessful. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility
1	**0%**	Response completely fails to address the criterion under consideration

3.3.4 In evaluating the proposed cost element, the Contracting Authority will apply the following formula to calculate the marks awarded for this section,

$$\text{Pricing Score;} = \frac{\text{Lowest Proposed Cost}}{\text{Proposed Cost Under Consideration}} \times \text{Maximum Marks Available}$$

Where a Tenderer has not submitted a compliant response to the proposed cost element of the Award Criteria, it will be eliminated from the Competition. Examples of non-compliant responses include Tenderers failing to complete the Pricing Schedule at Appendix 2 in accordance with the requirements set out therein.

3.3.5 **Total Scores**

1. The marks awarded for proposed cost will be added to the marks awarded for overall technical quality for each Tenderer who has achieved or exceeded the minimum marks required for overall technical quality to establish the Total Score for each qualified Tender.
2. The Tenderer with the highest Total Tender Score may be recommended to enter into a contract with the Commissioner of An Garda Síochána to provide the requirement outlined in this Invitation to Tender. This tender document does not represent a commitment to enter into any contract. the Commissioner of An Garda Síochána does not bind itself to accept the lowest or any Tender and will not pay any compensation whatsoever in connection therewith. It reserves the right to reject in whole or in part any or all Tenders received.

3.3.6 **Tie Break**

In the event that there are two or more Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer), the following tie-break rules will be adopted.

The Tenderer who has been awarded the highest marks for the total quality element (i.e. non-cost related element) of their Tender will be deemed to be the most economically advantageous tender ("MEAT").

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed below until such time as a MEAT can be determined:

Order of Tie Break Evaluation Award Criteria:

Criterion	
1	**Quality of the Methodology for the delivery of Substance Misuse Assessment testing**
2	**Quality of methodology to meet laboratory analysis requirements**
3	**Quality of methodology of Test Results**
4	**Quality of the methodology for the chain of custody procedures and documentation.**
5	**Quality of the equipment and Technology**
6	**Quality and balance of resources**
7	**Quality of Management Information**
8	**Training**
9	**Waste Management**
10	**Quality of the Data Protection Measures – GDPR legislative compliancy.**
11	**Ultimate cost**

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to attend at the Contracting Authority's premises to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

3.3.7 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services 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 Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than [insert number] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Services 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 Services 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 Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

1. Background

1.1. The Contracting Authority is seeking a flexible and responsive service provider to assist it in carrying out workplace Substance Misuse Assessments.

1.2. Substance Misuse Assessments will be conducted by An Garda Síochána to detect the presence of nominated Controlled Drugs, Psychoactive Substances and Medicinal Products in bodily samples obtained from prospective and current employees of An Garda Síochána.

1.3. The current requirements for An Garda Síochána regarding Substance Misuse Assessments are for testing of urine and hair samples. The Contractor must provide evidence of current accreditation for **both** methods prior to award of contract. The need to test either oral fluid or blood may arise during the duration of the Contract; the Contractor must provide evidence of their current accreditation for **both** alternative methods prior to award of contract.

1.4. Upon commencement of the contract it is estimated that there will initially be 60 Substance Misuse Assessment Events per year requiring approximately 1,200 individual Substance Misuse Assessments. Upon enactment of Regulations supporting Substance Misuse Assessments across An Garda Síochána, this demand is estimated to increase to 462 workplace Substance Misuse Assessment Events per year resulting in approximately 4,800 individual Substance Misuse Assessments. These figures are an approximation and a more accurate number of testing operations will only be determined upon engagement with the successful tenderer.

1.5. The Substance Misuse Assessment events may be conducted during or outside of normal working hours including evenings and weekends and on consecutive days. Multiple Substance Misuse Assessment events may occur on a single day in various, disparate locations.

1.6. The Substance Misuse Assessment events may will take place at locations selected by An Garda Síochána throughout the Republic of Ireland

1.7. The Contracting Authority estimates that there is a requirement for approximately **1,200 to 4,800** individual Substance Misuse Assessments annually. This figure is indicative and there is no guaranteed level of business under this contract.

1.8. The main purpose of this contract is to provide an outsourced service including the collection, screening and analysis of samples and reporting on the scientific findings of that analysis. The specification for this is as follows:

a. Pre-employment Substance Misuse Assessment – the assessment of persons for Controlled Drugs, Psychoactive Substances and Medicinal Products by way of hair and / or urine sampling methologies as part of the recruitment process for Garda Personnel. It is anticipated that this will initially require approximately 1,200 assessments annually. It is estimated that these assessments will occur 60 occasions annually**.**

1.9. It is envisaged that further assessments, by way of using urine and/or hair sampling methodologies to

detect Controlled Drugs, Psychoactive Substances and Medicinal Products , may be introduced during this contract in the following areas:

a. **Trainee Substance Misuse Assessment** – the assessment of persons who are undergoing a period of training and / or probation with An Garda Síochána Garda. These people may be subject to assessment for the use of Controlled Dugs, Psychoactive Substances and Medicinal Products during their respective trainee and /or probationary periods. It is anticipated that this may initially require approximately 1,000 assessments annually. It is anticipated that these assessments will occur on 22 occasions annually.

b. **Random Substance Misuse Assessments** - the random assessment of personnel employed by An Garda Síochána. It is anticipated that approximately 1,500 personnel will be assessed annually. It is anticipated that these assessments will occur on approximately 240 occasions annually.

c. Targeted Substance Misuse Assessments may be implemented for Garda personnel or Trainees who
   I. generate an adverse Substance Misuse Assessment result and remain contracted to / employed with An Garda Síochána.
   II. engaged in a medically supervised addiction treatment programme
   III. may have been, during their duties, exposed to Controlled Drugs and/or Psychoactive Substances and / or Medicinal Products
   IV. are medically deemed incapable of providing a hair sample but were required to do so as part of another assessment approach

d. **'With Cause' Substance Misuse Assessments** may be directed for Garda Personnel and Trainees suspected of illegitimately consuming Controlled Dugs, Psychoactive Substances or Medicinal Products.

e. **Post Incident Substance Misuse Assessments** may be directed for Garda Personnel and Trainees involved in serious incidents

f. In -Service Substance Misuse Assessments may be required for Garda Personnel and Trainees who are:
   I. engaged in Safety and Security Critical roles as defined by the Garda Commissioner.
   II. subject to appointment or promotion to a position that requires a Pre-Appointment Substance Misuse Assessment, as defined by the Garda Commissioner

1.10. An Garda Síochána will also require the Contractor to provide the services of a **Medical Review Officer (MRO)** to interpret laboratory results for the Contracting Authority to provide expert opinion on the occasion of an adverse result.

1.11. The Contracting Authority requires the Contractor to be responsible for all aspects of specimen collection, analysis, interpretation, custody and record keeping and in this regard are obliged to comply with the;

a. **Most current version of the 'European Guidelines for Workplace Drug Testing in Urine' issued by the European Workplace Drug Testing Society,**

b. **Most current version of the 'European Guidelines for Workplace Drug Testing in Hair' issued by the European Workplace Drug Testing Society**

1.12. The Contracting Authority requires the Contractor to ensure all samples and data is retained in the European Union or United Kingdom.

2. Delivery of on-site Substance Misuse Assessments

2.1. Collection

2.1.1. The Contractor shall be responsible for the collection of samples and initial substance screening, where applicable, at various locations throughout the Republic of Ireland. The Contractor will also have responsibility for the Chain of Custody for all collections that have been requested by the Contracting Authority.

2.1.2. The sample collection events for Pre-Employment Assessments, Trainee Assessments, Random Assessments and In-Service Assessments are undertaken on dates allocated by the Contracting Authority. The date for a particular sample collection event will normally be provided to the Contractor five business days in advance. Sample collection will take place during normal office hours, outside of normal office hours, on weekdays, weekends and Bank Holidays.

2.1.3. The sample collection events for Targeted Substance Misuse Assessments are undertaken on dates allocated by the Contracting Authority. The date for a particular sample collection event will normally be provided to the Contractor thirty-six (36) hours in advance. Sample collection will take place during normal office hours, outside of normal office hours, on weekdays, weekends and Bank Holidays

2.1.4. The sample collection events for with Cause or Post Incident Substance Misuse Assessments will, by their nature, by undertaken at short notice on dates and times allocated by the Contracting Authority on a demand led basis. The Contracting Authority requires the Contractor to facilitate a two (2) hour response time for sample collection during normal office hours, outside of normal office hours, on weekdays, weekends and Bank Holidays.

2.1.5. The Contractor must have enough Collecting Officers throughout the Republic of Ireland to ensure that all requests can be facilitated, it is expected that the Contractor will have an adequate number of appropriately trained male and female collection officers.

2.1.6. On the occasion of a Substance Misuse Assessment event the Contractor will appoint a Point of Contact (hereinafter referred to as POC), and the Contractor team will meet at a pre-arranged location with personnel form the Garda Anti-Corruption Unit.

2.1.7. An Garda Síochána will provided the Contractor's POC with a description of the Substance Misuse Event, the estimated number of people to be assessed and the location where the Contractor's Collection Officers will work from. In certain instances, the specific location of the Substance Misuse Event will not be shared in advance. In those instances, the Contractor's POC will be provided with a staging area located a reasonable distance from the event location. At the location the Contractor team will provide and put up signage with instructions for persons required to perform a Substance Misuse Assessment.

2.1.8. In the case of pre-employment Substance Misuse Assessments a designated person involved in the recruitment of Garda Personnel will be present to assist with the identification of individuals who are required to provide samples for testing and ensure that they comply with directions.

2.1.9. In the case of all other Substance Misuse Assessments a designated person will be present to assist with the identification of individuals who are required to provide samples for testing, to ensure that those who have been selected for assessment actually present themselves for assessment and to ensure that they comply with all requirements of the Substance Misuse Assessment.

2.1.10. The Contracting Authority reserves the right to supervise at any point in the assessment events. The Contractor team will, at all times during the event, remain under the direction of the designated Garda Personnel who is in charge of the Substance Misuse Assessment event and the Collecting Officers must comply with all directions given.

2.1.11. The Contractor shall be responsible for supplying all equipment required for the provision of services including safety gloves and/or any other protective clothing required by the Collecting Officers.

2.1.12. The Contractor will be required to use automated data-capture system technology (such as a barcode or Quick Response code) to trace samples throughout the whole process (collection and screening, analysis, interpretation, return of results, sample A and B testing and transportation).

2.2. **Urine Sample Collection / Screening**

2.2.1. Collection of urine samples will be conducted by persons that have been formally assessed as competent to do so and Standing Operating Procedures (SOPs) must be written and agreed with An Garda Síochána for the collection process, storage of collection devices, training of Collecting Officers and transfer of collected specimens to the laboratory.

2.2.2. Tenderers must indicate the time frame from taking samples to return of results.

2.2.3. The work location will be convenient to a toilet facility and The Contractor team will be required to treat toilets to prevent adulteration of samples. The Contractor team will be required to have available sealed bottles of mineral water which can, as needed, be provided to any person required to provide a urine sample as part of the Substance Misuse Assessment.

2.2.4. The successful tenderer will provide an on-site integrated collection cup (vessel) using an agreed variable drug test menu to include (as an integrated cup system) the following:

a. Multi drug screen test card. UK/EU/EWDTS Screening Test Cut-off Concentration Levels

b. Adulteration strip for oxidants, pH and specific gravity.

c. Temperature strip.

2.2.5. Sample collection kits must be provided and must include as a minimum:

a. Chain of custody form for each individual.

b. Appropriate documentation to record all aspects of the assessment.

c. Appropriate receipts and duplicate copies for donors and the Garda Anti-Corruption Unit.

d. Appropriate collection vessels, sterile.

e. Appropriate containers (x2).

f. Identification labels for containers (x2).

g. Security seals for sample containers.

h. Tamperproof packaging for transportation.

2.2.6. The Personnel form the Garda Anti-Corruption Unit are responsible for liaising with the Contractor and local Garda management at the location where the Substance Misuse Assessment event will take place. The Garda Anti-Corruption Unit will inform the Contractor POC if the Urine sample is to be subject to an on-site or laboratory-based immunoassay test.

2.2.7. The Contractor will ensure that the personnel being assessed are supervised and the validity and integrity of the assessment process is maintained throughout. The Contractor team will also be required to escort and supervise the provision of a urine sample.

2.2.8. Although supervised the individual to be assessed remains responsible for the sample he/she has given under supervision. The individual brings his/her sample to the Collecting Officer and remains present for any initial sample control and / or screening procedures or tests that are conducted at the location.

2.2.9. In the presence of the individual being assessed, the Collecting Officer interprets the sample control and / or screening results and determines if the sample is viable for testing, either by way of a sample screening test or subsequent immunoassay test, or if the sample does not meet the control check requirements.

2.2.10. **Sample On-Site Screening Test returns a 'Clear' result**

The following procedure applies where a sample result is clear and there is no indication of the presence of a drug(s) or psychoactive substance(s).

a. The Collecting Officer is obliged to complete appropriate documentation confirming test results. The form provides for a certificate of testing complete which is signed and stamped by the Collecting Officer who has interpreted the results of the screening test The test subject is informed of the clear test result. A copy of the certificate is given to the personnel from the Garda Anti-Corruption Unit.

b. The individual being assessed is responsible for emptying the test cup in the toilet under the supervision of the Collecting Officer who supervised the original giving of the sample. The empty cup is placed into biohazard bags provided by the Contractor and disposed of by the Contractor in accordance with Health and Safety requirements.

c. The Contractor is obliged to dispose of used cups in compliance with all other legislative requirements and in particular in compliance with health and safety legislation.

d. The Contractor team holds the original completed Garda Síochána forms until the end of the Substance Misuse Assessment event when the forms are handed over to Personnel from the Garda Anti-Corruption Unit with a checklist to ensure that all forms are accounted for.

2.2.11. **Sample Screening Test returns an 'Unclear' result**

The following onsite procedure applies where a sample screening result is unclear as to

whether there may be a presence of Controlled Drugs or Psychoactive Substances in the sample.

a. The individual is asked to make a declaration regarding any medicinal or psychoactive substances they consumed and / or had administered in the previous sixty (60) days using a form provided by the Contractor. This form is part of the larger Chain of Custody form.

b. The Collecting Officer decants the sample into two separate compartments in a container which is to be provided by the Contractor. The container should be a standard split A and B pot.

c. The Chain of Custody form is completed by the Collecting Officer and donor and is signed and dated as required by the Collecting Officer. Before completion of this process, the individual under test is given a final opportunity to check the form and will be asked to mark it to confirm that they were given this opportunity.

d. The samples and original Chain of Custody forms are sealed in a tamper evident bag to be provided by the Contractor and the Contractor takes responsibility for this bag from this point.

e. The Contractor POC, at the end of the collection operation, will provide copies of the completed Chain of Custody forms to the personnel form the Garda Anti-Corruption Unit.

f. The Contractor is responsible for forwarding the unclear samples to the designated laboratory for further testing.

2.2.12. **Urine sample for laboratory-based immunoassay collection / testing+**

The following onsite procedure applies where the Garda Anti-Corruption Unit has informed the Contractor POC that the Urine sample is to be subject to laboratory-based immunoassay testing.

a. The individual is asked to make a declaration regarding any medicinal or psychoactive substances they consumed and /or had administered in the previous sixty (60) days using a form provided by the Contractor. This form is part of the larger Chain of Custody form.

b. The Collecting Officer decants the sample into two separate compartments in a container which is to be provided by the Contractor. The container should be a standard split A and B pot.

c. The Chain of Custody form is completed by the Collecting Officer and donor and is signed and dated as required by the Collecting Officer. Before completion of this process, the individual under test is given a final opportunity to check the form and will be asked to mark it to confirm that they were given this opportunity.

d. The samples and original Chain of Custody forms are sealed in the bag to be provided by the Contractor and the Contractor takes responsibility for this bag from this point.

e. The Contractor POC, at the end of the collection operation, will provide copies of the completed Chain of Custody forms to personnel from the Garda Anti-Corruption Unit.

f. The Contractor is responsible for forwarding the samples to the designated laboratory for further testing.

2.2.13. All urine sample collection, analysis, interpretation and record keeping must be conducted in accordance with the most current version of the **'European Guidelines for Workplace Drug Testing in Urine'** issued by the European Workplace Drug Testing Society.

2.3. **Hair Sample Collection / Testing**

2.3.1 Hair testing will be required pre-employment, in-training, with cause Substance Misuse Assessment and for other Substance Misuse Assessment process at the direction of the Contracting Authority.

2.3.2 Tenderers must indicate the time frame from taking samples to return of results

2.3.3 Collection of hair samples will be conducted by persons that have been formally assessed as competent to do so and Standing Operating Procedures (SOPs) must be written and agreed with An Garda Síochána for the collection process, storage of collection devices, training of Collecting Officers and transfer of collected specimens to the laboratory.

2.3.4 Appropriate specimen hair collection kits will be provided by the Contractor.

2.3.5 All hair sample collection, analysis, interpretation and record keeping must be conducted in accordance with the most current version of the **'European Guidelines for Workplace Drug Testing in Hair' issued by the European Workplace Drug Testing Society.**

3. Laboratory Analysis Requirements

3.1. The test will involve the collection and analysis of urine and hair samples collected following the Chain of Custody procedure as detailed in the European Guidelines for Workplace Drug Testing Society.

3.2. All samples must be collected in accordance with current **ISO 15189** standards or current **ISO 17025** standards. These International standards are the minimum standards that are expected to be held by contractors providing the services outlined to An Garda Síochána.

3.3. The Contractor will be required to test samples for the presence of the classes of controlled drugs as listed below.

Controlled Dugs has the meaning as defined in **Section 2 of The Misuse of Drugs Act, 1977/84 (as amended):**

a. **Amphetamines and to include Methamphetamines**

b. **Benzodiazepines**

c. **Cannabinoids**

d. **Cocaine and derivatives**

e. **Ketamine**

f. **Opiates to include Tramadol**

3.4. The Contractor must have the capability to test for a wider range of substances than those listed above on request from the Contracting Authority. Including (but not limited to) controlled drugs as defined in Section 2 of The Misuse of Drugs Act, 1977/84 (as amened), psychoactive substances as defined in Section 1 of the Criminal Justice (Psychoactive Substances) Act, 2010 and medicinal products as defined

in Section 5 of S/I No. 540/2003 -Medicinal Products (Prescription and Control of Supply) Regulations, 2003 (as amended).

3.5. The Contractor should detail other substances/tests that can be offered.

3.6. The Contracting Authority reserves the right to require the Contractor to test samples for the presence of other controlled drugs, psychoactive substances and medicinal products, not listed above, as may be required.

3.7. The Contractor will apply the cut-off levels for screening and confirmatory analysis of urine samples as recommended and detailed by the most current version **'European Guidelines for Workplace Drug Testing in Urine' issued by the European Workplace Drug Testing Society.** The successful tenderer will be required to adhere to these tests and relevant cut off levels at all stages.

3.8. The Contractor will apply the cut-off levels for screening and confirmatory analysis of hair samples as recommended and detailed by the most current version of the **'European Guidelines for Workplace Drug Testing in Hair' issued by the European Workplace Drug Testing Society.** The successful tenderer will be required to adhere to these tests and relevant cut off levels all stages.

3.9. An Garda Síochána may during the lifetime of any contract awarded as a result of this tender amend the Cut-Off levels. This will not change the requirement of the Contractor to provide a ng/ml determination for samples sent for laboratory analysis.

3.10. Outsourcing of laboratories facilities to another laboratory is not permitted under this contract.

Tenderers should demonstrate through tender submissions how they propose to address compliance with the following technical requirements:

3.11. **Immunoassay screening**

Successful tenderer will be required to conduct laboratory analysis of sample using CEDIA: Cloned Enzyme Donor Immunoassay / ELISA: Enzyme Linked Immunosorbent Assay screening or another method of equivalent screening which is appropriately accredited and independently verified, assessed and approved. Tenderers must also identify all proposed laboratory immunoassay screening equipment.

3.12. **Adulteration screening**

Successful tenderer will be required to conduct laboratory analysis of suspected adulterated samples.

(Creatinine, Glutaraldehyde, Nitrite, Oxidants, pH, Specific Gravity).

3.13. **Confirmatory analysis**

Successful tenderer will be required to conduct Confirmatory Analysis using Gas Chromatography with Mass Spectrometry (GC-MS) / Liquid Chromatography with Mass Spectrometry (LC-MS) or another method of equivalent confirmatory analysis which is appropriately accredited and independently verified, assessed and approved. Confirmatory analysis must be able to detect the presence and level or otherwise of the marker Thebaine when testing for opiates.

Tenderers must also identify all proposed confirmatory testing equipment.

4. Test Results

Confirmatory testing is conducted on the sample as outlined in section 3.7 above.

4.1. **Sample A Test is Negative:**

4.1.1. A negative result occurs when there is no detection of the presence of the classes of controlled

drugs, psychoactive substances or medicinal products (as listed in Sections 3.3, 3.4 and / or 3.6) in a sample obtained during a Substance Misuse Assessment.

4.1.2. The laboratory confirms the results in the form of a Certificate of Analysis signed by the reporting toxicologist.

4.1.3. All samples must be destroyed immediately once the result of the Sample A test is negative. The Contractor is responsible to ensure that this is done. The Contractor is also required to delete all personal data linked to the sample and confirm to the Contracting Authority that all personal data linked to a sample is successfully deleted.

4.2. **Sample A Test generates an Adverse Result**

4.2.1. An Garda Síochána requires the Contractor to report on the presence of any of the classes of controlled drugs, psychoactive substances or medicinal products (as listed in Sections 3.3, 3.4 and / or 3.6) where a sample provided as part of a Substance Misuse Assessment event has a concentration level of the substance, or its metabolites, above 0.0 ng / ml as an 'Adverse Result'.

If the concentration levels as specified in Section 3.7 are met or exceeded the Contractor should further report on the 'Adverse Result' as being 'positive' for the drug(s) and metabolite(s) as detected.

4.2.2. A report is generated by the qualified **toxicologist** responsible for the testing in the laboratory in the form of a Certificate of Analysis with an analytical interpretation of results along with toxicological result information including concentration in ng/ml. The results of all analysis must be fully documented and should include all information necessary to identify the case, list the samples analysed, the substances or group of substances tested and should contain all the test results and the methods used.

4.2.3. Interpretation of the results must be reported upon by a **Medical Review Officer (MRO)**. The report must also provide a narrative giving the **MRO's** interpretation of the results and commentary on the dosage levels and what this might mean in practice.

4.2.4. The toxicologist and **MRO** who provide reports must be available on an ongoing basis to the Contracting Authority to provide advice and assistance Monday to Friday between 09:00 – 17:00 hours by telephone or email. Advice will include advice in relation to industry norms in respect of Substance Misuse Assessments in the European Union, United Kingdom and other similar jurisdictions. A supplementary report may be required by the Contracting Authority after this consultation/advice process and the Contractor shall ensure that such assistance is made available and supplementary reports provided.

4.2.5. In the event of legal or conduct proceedings being taken by An Garda Síochána against the individual under assessment, the Contractor, toxicologist and **MRO** who provided the reports must be available to provide expert assistance (to include verbal, written and/or in person), evidence at either Garda Conduct proceedings, criminal proceedings or civil proceedings in the Republic of Ireland and expert reports as and when same are required. They must also be available to assist in interpretation of results of the B sample or in interpretation of other expert reports received by the Contracting Authority.

4.2.6. The Contractor and the toxicologist must also be available to provide expert assistance in the event of proceedings being taken by the individual under test against An Garda Síochána. This may require their attendance at employment or legal proceedings held in the Republic of Ireland.

4.2.7. Evidential statements and reports requested by the Contracting Authority will be provided free of charge.

4.2.8. All statements and reports must bear the signature of the individual toxicologist / **MRO** who takes responsibility for the test.

4.2.9. A sample of the type of reports, certificates and evidential statements produced should be included with the tender submission.

4.3. **Communication of Results**

4.3.1. The Contractor is to forward all results, reports and certificates of analysis to An Garda Síochána, by way of secure digital platform, in an encrypted format and method specified by the Garda Anti-Corruption Unit such as Secure File Transfer Protocol for Structured Data and /or HTTPS for APIs.

4.3.2. Individual Certificate of Analysis, signed by the reporting toxicologist, and signed Report(s) from the MRO should also be capable of being delivered to An Garda Síochána through a password protected email service.

4.3.3. When requested the original, signed Certificate of Analysis and Report(s) from the MRO are to be delivered by way of courier service direct from the Contractor to the Garda Anti-Corruption Unit.

4.4. **Retention of Samples**

4.4.1. If the sample A confirmatory result is adverse the A and B samples are kept by the Contractor in long term storage in compliance with workplace drug testing Chain of Custody procedures.

4.4.2. As per the most current version of the EWDTS guidelines pertaining to "B Sample" challenges, the Contractor's laboratory shall be obliged to release the B sample on receipt of written instructions from An Garda Síochána to the independent laboratory nominated by the donor. The release shall comply with all directions of An Garda Síochána in this regard. **The B sample shall not be released save under these instructions and in particular shall not be released on instructions from the individual being assessed.**

5. Chain of Custody Procedures and Documentation

5.1. Tenderers must demonstrate how the Chain of Custody will be effected from collection of the test sample to end reporting of the final results and disposal of samples.

5.2. Tenderers will be required to provide a sample of their Chain of Custody forms which comply with international best practice and industry accreditation, in particular, the most current version of the guidelines pertaining to Workplace Drug Testing as published by the European Workplace Drug Testing Society. Tenderers are requested to be mindful of data minimisations in developing their chain of custody form. An Garda Síochána will approve the final chain of custody form with the winning bidder.

5.3. The successful tenderer will be required to use optical machine-readable data carrier technology to trace samples throughout the complete process (i.e. collection and screening, analysis, interpretation and return of results). Tenderers should submit evidence of such tracing technology.

6. Quality of the Equipment and Technology

Tenderers should include with their tender submission a sample of the equipment and technology they propose for use under this contract. Any change to the equipment and / or technology during the contract will require the approval of the contracting authority.

6.1. **On site integrated collection cup**

The successful tenderer will provide on-site integrated collection cup (vessel) using an agreed variable drug test menu to include (as an integrated cup system) the following:

a. Multi drug screen test card. UK/EU Screening Test Cut-off Concentration Levels, Adulteration strip for oxidants, pH and specific gravity.

b. Temperature strip**.**

6.2. **Hair sample collection**

The Tenderer will be required to provide samples of the equipment used in referral of samples to laboratory for analysis.

7. Quality and Balance of Resources

Quality and balance of resources refers to the knowledge and experience of proposed resources assigned to the contract. For the avoidance of doubt under this criterion tenderers will be evaluated in terms of the overall quality and expertise of key members of the team. Tenderers are therefore required to put forward a team that as a minimum, collectively has demonstrable expertise in delivering the service. Tenders must demonstrate the manner in which they will ensure that their resources and resource bench allocation proposed for the duration of the contract meet the following personnel requirements:

7.1. **Point of Contact for Substance Misuse Assessments**

A designated single Point of Contact **(POC)** will be established who will be the POC for the Garda Personnel responsible for Substance Misuse management within An Garda Síochána. The **POC** will lead the Contractor team of Collecting Officers during Substance Misuse Assessments. The **POC** will coordinate details regarding each Substance Misuse Assessment event with the Garda Personnel overseeing the Substance Misuse Assessment event. This **POC** will also lead the Contractor's element of each Substance Misuse Assessment event on the ground to provide continuity of service. If unavailable for a particular Substance Misuse Assessment event, the successful tenderer will be required to provide an alternative **POC** of equal or greater experience and the **POC** must be approved by An Garda Síochána, including satisfying security clearance checks conducted as part of An Garda Síochána's vetting process.

7.2. **Collecting Officers**

7.2.1. Collecting Officers will be trained to a level of internationally accepted standards which is endorsed by INAB, UKAS or the EWDTS.

7.2.2. Tenderers are required to provide details of their training standards

7.2.3. The Collecting Officers will be required to satisfy security clearance checks conducted as part of An Garda Síochána's vetting process.

7.2.4. Collecting Officers and POC will be required to be available for all Substance Misuse Assessment events as detailed in sections 1.8 and 1.9. There may be multiple Substance Misuse Assessment events on a single date in various locations throughout the Republic of Ireland.

7.2.5. Depending on the scale of a testing operation, the successful tenderer will be required to provide a minimum of one (1) up to a maximum of eight (8) Collecting Officers for any one

Substance Misuse Assessment event. Tenderers should note that it will be a contractual requirement that at least one female Collecting Officer will be available and present for a Substance Misuse Assessment event if required. Furthermore, it shall be a contractual requirement that at least one male Collecting Officer will be available and present for every Substance Misuse Assessment event.

8. Management Information

8.1. Tenderers are required to provide details of their proposed approach to account management including the appointment of a nominated Account Manager who is a point of contact for payment and invoicing queries. The nominated Account Manager must have the authority to deal with any administration queries arising.

8.2. Invoices should be issued monthly to the Detective Superintendent of the Substance Misuse Management section, Garda Anti-Corruption Unit via gacu.businessservices@garda.ie .

8.3. To allow Invoices to be matched to a testing operation all invoices must be itemised and contain as a minimum the following information:

a. Tender Reference Number
b. Invoice number
c. Date/ location of testing operation
d. Details of Collection Agents
e. Numbers of personnel tested at the testing operation
f. Number of samples requiring laboratory analysis testing
g. Number of Hours Claimed
h. Cost of Collection
i. Cost of Analysis
j. The serial numbers for the associated Certificate of Analysis

9. Training

9.1. Training of Garda Personnel

The successful tenderer may be required to provide training to Garda Personnel to enable those Garda Personnel to perform the role of Collecting Officers, subject to requirements.

10. Waste Management

The successful tenderer shall, as part of the contract, be required to dispose of all clinical waste arising from the performance of the contract. Tenderers shall provide information on its methods of disposal of waste, including any licenses for the disposal of waste which it holds.

11. Quality of the Data Protection Measures - GDPR and legislative compliancy

The successful tenderer shall, as part of the contract, demonstrate compliance with GDPR and legislative compliancy. Tenderers are asked to provide details of their technical and organisational measures in place to ensure compliance with data protection law and regulations. The tenderers must be compliant with their obligations under Data Protection law which is detailed at Schedule A, No 25 of Service Contract and provide details of their technical and organisational measures in place to ensure compliance

Appendix 2: Pricing Schedule

1. Tenderers are required to complete and submit the Pricing Schedule provided as attachment to the RFT as a separate Tender Response Document in the Financial Envelope on eTenders;
2. All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
3. Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.
4. Submissions regarding the Prices must be stated in Euro/Cent, excluding VAT;
5. Tenderers must NOT: -
    - Alter the format of the Pricing Schedule;
    - Insert additional text in the pricing schedule, save in the tables provided
    - Propose any revised or additional fee pricing models;
    - List assumptions, additional proposals, delete or amend details in the Pricing Schedule;
    - Propose any counter-offers or qualifications (which may, depending upon their materiality, result in the elimination of the submission in question).
6. For avoidance of doubt, the Total Cost in the Pricing Schedules must include all the costs associated with the delivery of the contract. Accordingly, the tenderers are reminded to consider the following in preparation of their costing:
    - Insurances – consider the cost of maintaining the required levels of insurance for the duration of the contract.
    - Contract management – allow for the cost of contract management including review meetings
    - Other expenses – any other expenses associated with the delivery of the service for the duration of the contract.
    - The liability for any new taxes or tariffs will fall to the service provider

UNIT ITEM	UNIT COST (€)	QUANTITY	APPLICABLE VAT RATE	COST (UNIT COST x QQUANTITIES) EX VAT
Cost of multi drug integrated collection cup kit		1,550		
Urine Testing - 1 Sample collector – Cost per day		2		
Hair Testing – Cost of Hair Testing Kit		3,250		
Hair Testing – 1 Sample collector – Cost per day		2		
Laboratory – Immunoassay Screening of Urine sample (CEDIA/ELISA etc) (per Test)		1,550		
Laboratory – Confirmatory testing of Urine sample via-GCMS / LCMS (per Test)		155		
Hair Testing – Cost of laboratory analysis of Hair Sample (per Test)		3,250		
Drug Testing Team training		1		
Expert Witness – Cost per day		10		
Total cost for service				

Note: The above numbers are indicative and the Contracting Authority doesn't guarantee a minimum order

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

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

RE: Request for Tenders for the provision of "*the Provision of Workplace Substance Misuse Assessment Services for An Garda Síochána"*

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.

2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.

3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.

4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.

5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.

6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.

7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.

8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.

9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

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

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

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

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Workplace Substance Misuse Assessment Services for An Garda Síochána

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

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

The Commissioner of An Garda Síochána

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the Provision of Workplace Substance Misuse Assessment Services for An Garda Síochána

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

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

and

[Contractor's full legal name], of [address] ("the Contractor")
(each a "Party" and together "the Parties").

WHEREAS:

A. By Request for Tender entitled *Request for Tenders for the Provision of Workplace Substance Misuse Assessment Services for An Garda Síochána"* advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XXXXXX of 2026 dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

   i. This Agreement and Schedules A to E attached hereto;

   ii. The RFT;

   iii. The Submission.

2. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].

5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on the third (3rd) anniversary of the effective 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").

   The Client reserves the right to extend the Term for a period or periods of up to twelve (12) months with a maximum of two (2) such extensions permitted subject to its obligations at law

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

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

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

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

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

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

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:

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

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

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

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

C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

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

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

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.

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

H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

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

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;

ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;

iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or

(ii) above;

iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

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

3. PAYMENT

A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;

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

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

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

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

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

E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

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

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

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

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

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

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

4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;

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

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

7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its

obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;

8. it 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;

9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and

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

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

5. REMEDIES

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

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

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

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

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100 per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

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

100 percent of the amount in dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed 100 per cent of the Charges in dispute. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

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

6. INTELLECTUAL PROPERTY

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to

reside in it in the Materials to the Client absolutely.

D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

(i) procure the necessary rights for the Client to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

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

1. its professional advisers subject to the provisions of this clause 7; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

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

The obligations in this clause 7 will not apply to any Confidential Information:

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

C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The

Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

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

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

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

C. If the Force Majeure Event continues for 28 calendar days either Party may terminate at 14 days' notice.

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

9. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving three (3) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving nine (9) months written notice to the Client.

B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

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

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

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

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

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

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

ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes 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.

E. If requested by the Client, the Contractor shall promptly furnish such anonymized information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of

the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

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

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;

2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

3. comply with all reasonable directions of the Client; and

4. comply with the service levels and performance indicators set out in Schedule D.

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

11. DISPUTES

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

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

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

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

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

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

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

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

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

13. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

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

1. if personally delivered, at the time of delivery;

2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this

Agreement immediately and without liability for compensation or damages.

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

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

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

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

22. EQUIPMENT

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").

B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

C. The Contractor shall maintain and store all items of Equipment within the Client's premises

in a safe, serviceable and clean condition.

D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and

ii. replace such item with a suitable substitute item of Equipment.

E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

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

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

C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

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

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

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

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take

place and the Parties shall continue to perform their obligations under this Agreement.

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

25. DATA PROTECTION AND SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and

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

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

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

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

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

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

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

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

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

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

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

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and

or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

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

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

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

N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

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

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

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

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

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

    1.1 Subject matter of processing

    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] 2025 BETWEEN:

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

and

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

WHEREAS

A. By Request for Tenders dated [insert date] entitled *"Request for Tenders for the Provision of Workplace Substance Misuse Assessment Services for An Garda Síochána"*, (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the Services described in Appendix 1 to the RFT (the "Services") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. The Contractor undertakes:

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

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

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

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

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

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

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

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

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

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

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

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

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor

in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

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

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

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

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

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

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

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

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

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

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

F. The Contractor shall without undue delay report in writing to the 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) Witness	SIGNED for and on behalf of the Contractor _____ Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

    1.1 Subject matter of processing

    1.2 Nature of processing

    1.3 Purpose of processing

    1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

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