Request for Tenders dated 20/11/2026
for the provision of a:

Heavy Cargo Ferry Service between Clare Island & Inishturk Co. Mayo and the Mainland from 01/02/2027 - 31/01/2031

Tender procedure: Open procedure OJEU

Tender Deadline: 21/12/2026 at 13:00

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Part 1: Introduction

1.1 The Minister for Rural and Community Development and the Gaeltacht (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: Heavy Cargo Ferry Service between Inishturk and Clare Island, Co. Mayo and the Mainland. The Service is to commence in Q1 2027.

1.3 *Not used*

1.4 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Services Contract") will be issued for a term of 4 Years ("the Term").

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

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some **€739,382.79 (**excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any 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 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 6 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 Tender Submission Requirements

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

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

Tenderers should not that in the electronic tenderbox, there is a file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB 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 **13:00** on **21/12/2026** the ("Tender Deadline"). Tenders that are received after **13:00** on **21/12/2026** WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English AND/OR Irish.

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, Excel or PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be made **only** via the messaging facility on e-tenders at http://www.etenders.gov.ie. Queries will be accepted no later than **13:00** on **11/12/2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly or indirectly regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Contracting Authority to all Tenderers via the messaging facility on http://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 e-Tenders 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

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 public procurement competition if so requested by the Contracting Authority.

2.10 Pricing

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

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

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for one year 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 Consumer Price Index, (2023 Baseline), excluding that portion of the index which is related to fuel costs 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

Not used

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	€12,700,000 limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence
Protection and Indemnity (Marine) Insurance to include pollution cover	€50,000,000 limit for any one claim or series of claims arising out of a single occurrence
Hull and machinery	For the full value of the ferry

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition,

(i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1

(ii) the territorial limits and jurisdiction of its insurance policies include Ireland and;

(iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

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

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

(c) produce valid certificates of insurance upon request.

(d) Indemnify the Minister, the Department, its agents and representative on its insurance policies held by it for this service.

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 e-ESPD 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 e-ESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below ("*Tender Selection and Evaluation 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 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 e-ESPD 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 e-ESPD in respect of such Subcontractor completing those sections of the e-ESPD which are specified in section 2.D of the e-ESPD 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 purpose 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 purpose 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

Tenderers will either pass **OR** fail each of the Selection Criteria in this part 3.2(a) and 3.2(b). In the event of one or more of the Selection Criteria achieving a 'Fail', the Tenderer **will be excluded** from participating in this Competition.

3.2(a) Economic and Financial Standing – (Financial Fitness)

Tenderers must declare, including by way of ESPD, that they satisfy the financial and economic standing requirement(s) set out below. Tenderers must provide the supporting documentation specified below to the Contracting Authority in each case. The documentation provided to satisfy the requirements below must be clearly marked as responding to Section 3.2(a). The Contracting Authority reserves the right to disregard documentation if it is not marked with a label stating clearly which section of the RFT it responds to. If a Tenderer is relying on a single document to satisfy multiple requirements of the RFT, this must be clearly stated.

1.1 *Financial Fitness Qualification Requirement*

Tenderers must show that they have sufficient financial capacity to successfully provide the Service as outlined in Appendix 1 *Requirements and Specifications* of this document.

In order to fulfil this requirement Tenderers must provide:

(i) Copies of their annual accounts (audited, if required by law) for the 3 most recent years **OR** if the company has been trading for less than three years, reassurance of company's financial and operational bona fides must be provided.

(ii) A cash flow statement for Year 1 of the proposed operation. Tenderers may not rely on material submitted to fulfil the requirements of Appendix 2, Section 4 of this RFT to fulfil this requirement.

(iii) A declaration, certified by their auditors where audited accounts are being provided, confirming the details of any financial or other circumstances relevant to the Tenderer which could interfere with their ability to provide the Service. If no such circumstances exist, a declaration to this effect should be provided. In the case of a Tenderer meets the criteria for, and has actually claimed audit exemption, they must supply a statement provided by their bank or a suitably qualified accountant as to the current financial standing of the Tenderer. The declaration must be provided on headed paper.

(iv) A declaration by way of an ESPD that they satisfy the financial and economic standing requirement(s)

Tenderers must provide the supporting documentation specified above. However, where the Tenderer does not, for a valid reason, provide the specified documentation, and if the Contracting Authority considers the reason given by the Tenderer to be valid, the Tenderer must provide the documentation or other suitable alternative documentation to prove, without delay and upon request, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2(b) Professional and Technical Ability

Tenderers must declare, including by way of ESPD, that they satisfy the professional and technical ability requirement(s) set out below. Tenderers must provide the supporting documentation specified below to the Contracting Authority in each case. The documentation provided to satisfy the requirements below must be clearly marked as responding to Section 3.2(b). The Contracting Authority reserves the right to disregard documentation if it is not marked with a label stating clearly which section of the RFT it responds to. If a Tenderer is relying on a single document to satisfy multiple requirements of the RFT, this must be clearly stated.

1.2 *Capability to successfully operate a Heavy Cargo Service*

Tenderers must demonstrate their capability to successfully, and safely, operate all aspects of a heavy cargo service to Clare Island and Inishturk, County Mayo, Ireland, including the provision of a sufficient vessel and a backup vessel that are suitable for the operating environment. Tenderers should note the likely demand on the route as outlined in *Appendix 1.4 Summary of Cargo Statistics* of this RFT.

In order to fulfil this requirement Tenderers must provide:

(i) a summary of the Tenderer's relevant experience in providing a heavy cargo service of a similar nature on an all-year-round basis.

Where the Tenderer has no current involvement in the operation of a heavy cargo service, tenders should contain a comprehensive summary of the tenderer's relevant experience in providing similar services highlighting their suitability in providing the heavy cargo ferry service as requested.

Where a Tenderer proposes to subcontract elements of the Service, a comprehensive summary of the subcontractor's experience must be included in the Tender. Where a joint venture/sub-contract arrangement is proposed, a comprehensive summary of the allocation of the experience and responsibilities of the various parties to the joint venture/sub-contract should be provided along with clear details of the proposed management structure. The Department reserves the right to request further details, which would not materially alter a Tender, in respect of any Tenderer's current and past experience following receipt of their Tender.

(ii) The names of the primary and backup vessels.

(iii) Certificate of ownership or copy of lease/charter agreement for each proposed vessel for the full duration of the contract term.

Where a vessel is to be purchased, full details of the purchase agreement together with clear confirmation from her current owners that the vessel will be available from the start of Term must be included with the Tender. The ownership or interest in any vessel proposed for the service shall not be disposed of without the prior written

consent of the Minister. **Tenderers should note that only vessels available from the start of the Term shall be considered.**

(iv) An Irish Load Line certificate, or equivalent certificate, for the proposed primary and backup vessels. Where a proposed vessel does not have a valid load-line, or equivalent certificate, tenderers must confirm that the appropriate load-line certificate or equivalent will be in place prior to the commencement of the Service.

1.3 *Carraige of Heavy Cargo*

Tenderers must demonstrate their capability to carry heavy cargo including, but not limited to, dry cargo, items of loose freight, motor vehicles, frozen goods, refrigerated foodstuffs, fuel, livestock, perishables and fragile cargo.

In order to fulfil this requirement Tenderers must submit proof with their Tender that their proposed vessels:

(a) capable of landing cargo on each pier, throughout the predicated tidal range, including springs;

(b) be capable of, and be appropriately certified, to transport dangerous goods such as (but not limited to) petrol, diesel and kerosene fuel (a copy of relevant certification must be provided);

(c) have the capacity to ship rubbish in skips and to transport scrap metal in suitable containers;

(d) have adequate facilities for both refrigerated and frozen foodstuffs

1.4 *Suitable Qualified Crew*

Tenderers must demonstrate that they have suitable qualified crew to successfully deliver the heavy cargo service.

Tenderers should note that this section of the RFT is distinct from Appendix 1, Section 5 (Manpower Plan) and should be treated as such.

In order to fulfil this requirement Tenderers must:

(i) Submit a list of skippers and copies of skippers' certificates that are valid for use on the vessels named for use on the service for each skipper who will be involved in the provision of the heavy cargo service.

Tenderers must provide the supporting documentation specified above. However, where the Tenderer does not, for a valid reason, provide the specified documentation, and if the Contracting Authority considers the reason given by the Tenderer to be valid, the Tenderer must provide the documentation or other suitable alternative documentation to prove, without delay and upon request, to the satisfaction of the Contracting Authority, their professional and technical ability.

3.3 Award Criteria

3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with sections 3.3.2(a) and 3.3.2 (b) below:

Submissions will be scored against a maximum of 1,250 marks.

Eligible submissions will be subjected to two scoring modules. 910 marks are assigned to the Quality of Offer and 340 marks to the Cost element of the submission.

Marks will be awarded on the quality of the offer made in accordance with section 3.3.1 (a) below, on a comparative basis and using the following scoring methodology:

Outstanding Response: (90% -100% of available marks)

A response with very few or no weaknesses that fully meets or exceeds requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an outstanding standard.

Excellent Response: (80% - 89% of available marks)

A response with very few or no weaknesses that fully meets or exceeds requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an outstanding standard.

Very Good Response: (70% – 79% of available marks)

A good response that demonstrates a real understanding of requirements and assurance that the Tenderer will deliver to a good or high standard.

Good Response: (55% – 69% of available marks)

A response that demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.

Fair Response: (40% – 54% of available marks)

A response where reservations exist and have not been addressed by clarification. Lacks full credibility/convincing detail and there is significant risk that the response will not be successful.

Poor Response: (25% – 39% of available marks)

A response where serious reservations exist. This may be because, for example, insufficient detail is provided (even post clarification), and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery

No Evidence: (Below 25%)

A response that fails to address the criterion under consideration

A minimum rating of Good (55-69%) is required in each criterion; failure of a tenderer to achieve the minimum score under any of the criteria may result in elimination from the competition.

Clarity and quality of the presentation under each category will be assessed within the category scoring. A well-prepared submission will, all other things being equal, score higher than a sloppy presentation. Any documentation provided to satisfy each requirement below must be clearly marked as responding the relevant section or sections. The Contracting Authority reserves the right to disregard documentation if it is not marked with a label stating clearly which section or sections of the RFT it responds to. If a Tenderer is relying on a single document to satisfy multiple requirements of the RFT, this must be clearly stated. It is the sole responsibility of Tenderers to ensure their Tender is clearly laid out and labelled. The Contracting Authority accepts no responsibility for failing to consider documentation or information under a specific criterion if it is not clearly marked as referring to that specific criterion.

Tenderers are encouraged to submit concise and comprehensive answers for each criterion. A comprehensive submission that exceeds expectations will, all other things being equal, score higher than a submission with minimal information, however, Tenderers are encouraged to submit responses of a reasonable length. Excessive material, that is difficult to analyse, will score poorly. Tenderers must ensure that information provided in their submission is consistent throughout. Responses which are inconsistent with other sections of the submission will score poorly.

Tenderers should note that the requirements each criterion may differ from previous competitions. Tenderers should not rely on their experience of previous competitions in order to fulfil the requirements of this competition. Responses should be designed to fully meet or exceed the requirements of this specific competition.

3.3.2(a) Quality of Offer:

The quality of the submission will be scored under the following criteria:

Quality of Offer (910 marks)		
Criteria	**Marks**	**In accordance with**
Vessels / Boats		
Primary Boat - Information	100	Appendix 1 Section 3(a)
Backup Boat - Information	50	Appendix 1 Section 3(b)
Cargo Management Plan		
Cargo Management Plan	80	Appendix 1 Section 4(c)
Additional Services		
Additional Services	80	Appendix 1 Section 4 (d)
Manpower Plan		
Manpower Plan	120	Appendix 1 Section 5
Customer Service & Consultation and Communication		
Customer Service & Consultation	50	Appendix 1 Section 6(a)
Communication	30	Appendix 1 Section 6(b)
Marketing Plan		
Marketing Plan	30	Appendix 1 Section 7
Risk Management, Emergency Response, Environmental Considerations and Health & Safety		
Risk Management	50	Appendix 1 Section 8(a)
Emergency Response	50	Appendix 1 Section 8(b)
Environmental Considerations	50	Appendix 1 Section 8(c)
Health and Safety	50	Appendix 1 Section 8(d)
Service Mobilisation Plan		
Service Mobilisation Plan	20	Appendix 1 Section 9

Financial Projections		
Financial Projections	150	Appendix 2 Section 4
Total	**910**	

3.3.2(b) Cost of proposed service:

The cost element of the submission will be scored at a maximum of **340** marks.

Tenderers are required to provide costings for a minimum service as outlined in *'Appendix 1: Requirements and Specifications'*

Cost of Proposed Service (340) marks		
Criteria	**Marks**	**In accordance with**
Subsidy Required to Operate the Service	**340**	Appendix 2 Section 5 (Bid for Subsidy)

* The tender with the lowest Tender Subsidy as stated on the *Bid for Subsidy form* contained in Appendix 2 will be awarded full marks for the Price criterion.

All other tenders will be awarded marks for the Price criterion by dividing the Total Subsidy of the lowest tender by the Total Subsidy of the tender being considered and multiplying the result by the maximum mark for the Price criterion.

If for any reason it is not possible to award the contract to the designated successful Tenderer emerging from this competitive process, the contracting authority considers that the successful Tenderer has not met its obligations, the contracting authority reserves the right to award the contract to the next highest scoring Tenderer based on the terms advertised. This shall be without prejudice to the rights of the contracting authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.3.3 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 3.3.2) will be conditional upon:

(a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at

Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and

(b) the evidence specified at paragraph 3.3.3(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 30 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 Service. 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. Introduction

1.1 Background

Our offshore islands are an integral part of the fabric of rural Ireland. Although they support a relatively small proportion of our population, they make an important contribution to our national economy, our culture and our heritage. Although these communities have the same challenges as other rural communities in Ireland, they have additional challenges because they are separated from the mainland.

Access to year-round reliable and affordable heavy cargo services is a fundamental issue of concern to those living on the islands. It impacts on every aspect of island life, from mainland connectivity to the sustainability of small indigenous island manufacturers and businesses, to tourism, shops, hotels and small farmers.

The Department of Rural and Community Development and the Gaeltacht (DRCDG) lead in the provision of essential cargo services to our offshore islands. Its current strategy focuses on getting the best value to maintain and improve the quality of the service within the financial resources available to it.

1.2 Service Procurement

In keeping with the DRCDG's key objective of providing reliable, affordable, year-round transport services for the island communities, the Department invites suitable economic operators to tender for the provision of a heavy cargo service, which attracts a subsidy, in respect of Clare Island and Inishturk Island, County Mayo, Ireland. This cargo service is an important lifeline for the islands.

The objective of this procurement process is:

(a) to provide a lifeline heavy cargo service for Clare Island and Inishturk;

(b) to offer a contract term for the service of **4** years; and

(c) to ensure that the total amount of subsidy to be made available for the support of the service is based on the most economically advantageous tender.

The assistance envisaged is a subsidy to supplement the economic operator's revenue earned from servicing the route in accordance with the requirements of a contract which may be awarded as a result of this procurement process.

The Contracting Authority will not be offering or providing assistance for capital expenditure for the purchase or upgrading of any vessels, vehicles or equipment used to provide contracted services.

Tenderers are encouraged to find ways of maximising the revenue opportunities and minimising the costs involved in providing the service.

Tenderers cannot rely on any previous experience which the Department may have of them either as a Tenderer or as a result of current or previous contracts. Tenderers will only be evaluated on the information provided in their Tender.

1.3 Routes

The service will consist of three separate routes:

- Clare Island to Roonagh
- Inishturk to Roonagh
- Clare Island & Inishturk to Roonagh.

1.4 Summary of Cargo Statistics

The following tables outline the cargo tonnage carried on the Roonagh to Clare Island & Inishturk route from 2023 – 2026.

2023			
Month	**Clare Island**	**Inishturk**	**Total**
August	47.25	66.75	114
September	35.5	89.5	125
October	107.25	84	191.25
November	125.75	98.62	224.37
December	46.75	88.7	135.45
Total	**362.5**	**427.57**	**790.07**

2024			
Month	**Clare Island**	**Inishturk**	**Total**
January	43.85	28.05	71.9
February	61	31.5	92.5
March	93	61	154
April	139	56.8	195.8
May	107.2	36.7	143.9
June	60.3	101	161.3
July	132.7	37.2	169.9
August	105.7	55.2	160.9
September	103.5	71.7	175.2
October	38.25	33.25	71.5
November	78	67.5	145.5
December	62.7	20.5	83.2
Total	**1,025**	**600**	**1625.6**

2025			
Month	**Clare Island**	**Inishturk**	**Total**
January	84	22.55	106.55
February	56.7	51	107.7
March	59.5	47.7	107.2
April	67.1	47.2	114.3
May	84	143.4	227.4
June	116.5	171.5	288
July	117.1	81.1	198.2
August	78.5	119.2	197.7
September	81.3	134.4	215.7
October	125	34.71	159.71
November	84.5	55.5	140
December	130	20.7	150.7
Total	**1084.2**	**928.96**	**2013.16**

2026			
Month	**Clare Island**	**Inishturk**	**Total**
January	99.7	68	167.7
February	119.5	58.6	178.1
March	100.3	42.3	142.6
April	131.2	41	172.2
May	86.2	45.05	131.25
June	77.3	35.2	112.5
Total	**614.2**	**290.15**	**904.35**

2. Ports

The primary mainland port to be used in the delivery of this service is Roonagh Pier County Mayo. During the term of the contract other suitable mainland and island piers may also be used where such usage enhances the level of service provided.

By signing the 'Tenderers' Statement (Appendix 3 of this RFT) the Tenderer accepts the following conditions:

(a) Any deviation from the use of the primary port will only be permitted after proper and adequate notice is given to the Department.

(b) tenderers are satisfied that the proposed vessels are capable of berthing and unberthing at the island and mainland piers

3. Vessels

One main vessel and one backup vessel will be required for the Service at all times.

By signing the 'Tenderers' Statement (Appendix 3 of this RFT), the Tenderer is accepting the following conditions:

(a) The main and backup vessels will be maintained fully classed and insured in accordance with relevant Department of Transport classification requirements and, at all times during any contract that may result from this competition, will be required to have in place such certificates as may be required by the Minister for Transport and or otherwise by law.

(b) The economic operator shall ensure that the said vessels comply at all times with all and any Statutes, Regulations Orders, Byelaws and official recommendations including those in relation cargo vessels and services in Ireland.

(c) It will be condition of any contract that may result from this competition that the economic operator will be required to ensure that all safety, radio, loadline, and other certificates, and all licenses and permits which may from time to time be prescribed by any legislation in force in Ireland governing the operation, use and maintenance of such vessels shall be maintained in force.

(d) The backup vessel is for use in circumstances where a main vessel is unavailable due to maintenance, service or repair. It shall only (save in circumstances where required for the purpose of preventing injury or danger to life) be used with prior written consent of the Minister.

(e) No other vessel shall be used to provide the Shipping services unless the Minister has given his prior written consent.

(f) During the Term of any contract resulting from this competition that the successful tenderer shall use its best endeavors to prevent any arrest, detention, confiscation, seizure or requisition of the vessels referred to in this Agreement and will notify the Minister forthwith of any such occurrence and will take all steps and make all payments necessary to secure the prompt release of any vessel there from

3(a) Main Vessel

Marks under the criterion 'Main Vessel' will be awarded based on the below:

Tenderers should submit the following details of the proposed main vessel;

- Vessel Name
- Flag
- Reg or IMO Number
- Year of Build
- Vessel Owner
- Manning Scale
- Cargo Capacity (on deck, underdeck (if appropriate), frozen, refrigerated, and liquid, diesel, petrol and kerosene
- LOA
- Beam
- Load Draft
- Horsepower
- Rated Engine Speed (Knots)
- Fuel Type
- Bunker Capacity
- Average Fuel Consumption per return sailing on each route:
  (1) Roonagh – Clare Island
  (2) Roonagh– Inishturk
  (3) Roonagh – Clare Island & Inishturk
- Details of Cargo Handling Gear, including SWL and Outreach
- Dry Docking Schedule
- Details of detention or withdrawal of class in the past five years
- Current Survey Status
- Details of conversion/modifications planned to be carried out on vessel for use on the route. Include timescale for carrying out the planned work. If no work is required enter "NO CONVERSION/MODIFICATION REQUIRED"

Tenderers should also provide a written summary highlighting the suitability of the proposed main vessel for the routes together with a general arrangement drawing and photographs of the vessel to be used to provide the Service.

Tenderers should note that only a vessel available from the start of the Term shall be considered as a proposed vessel

3(b) Backup Vessel

Tenderers are required to propose an additional vessel for use as a back-up vessel on the Service.

Tenderers should note that a back-up vessel is for use in circumstances where a main vessel is unavailable due to circumstances beyond the control of the operator, adverse weather conditions, maintenance, servicing or repair.

The back-up vessel shall only (save in circumstances where required for the purpose of preventing injury or danger to life) be used with prior written consent of the Minister. The backup vessel must be readily and easily available for use when the main vessel is unavailable.

Tenderers should note that only a vessel available from the start of the Term shall be considered as a proposed backup vessel for the purposes of marking this criterion.

Marks under the criterion 'Backup Vessel' will be awarded based on the below:

Tenderers should submit the following details of the proposed backup vessel;

- Vessel Name
- Flag
- Reg or IMO Number
- Year of Build
- Vessel Owner
- Manning Scale
- Cargo Capacity (on deck, underdeck (if appropriate), frozen, refrigerated, and liquid, diesel, petrol and kerosene
- LOA
- Beam
- Load Draft
- Horsepower
- Rated Engine Speed (Knots)
- Fuel Type
- Bunker Capacity
- Average Fuel Consumption per return sailing on each route:
    (1) Roonagh – Clare Island
    (2) Roonagh– Inishturk
    (3) Roonagh – Clare Island & Inishturk
- Details of Cargo Handling Gear, including SWL and Outreach
- Dry Docking Schedule
- Details of detention or withdrawal of class in the past five years
- Current Survey Status

- Details of conversion/modifications planned to be carried out on vessel for use on the route. Include timescale for carrying out the planned work. If no work is required enter "NO CONVERSION/MODIFICATION REQUIRED"

Tenderers should also provide a written summary highlighting the suitability of the proposed backup vessel for the routes together with a general arrangement drawing and photographs of the backup vessel to be used to provide the Service.

Tenderers should note that only **one** back up vessel will be considered when awarding marks under this heading. Tenderers must clearly state which vessel is to be marked under this section. However, tenderers are not precluded from proposing more than one back-up vessel and may propose further vessels for use on the Service if that would be to its benefit.

The Contracting Authority does not bind itself to award any contract to a Tender that offers more than one back-up vessel for use on the Service.

4. Operations

4(a) Commencement/Frequency of funded service

Tenders must confirm in their *Tenderers' Statement* (Appendix 3 of this RFT) that the following conditions are accepted:

(i) Services are to commence in Q1 of 2027

(ii) Tenders must, at a minimum, provide the number of return sailings as outlined below:

Once a week:	**2 return sailings** from Clare Island to Roonagh Pier. The two return sailings are to be carried out on the one day.
Once a week:	**2 return sailings** from Inishturk to Roonagh Pier. The two return sailings are to be carried out on the one day.
Twice a week:	**1 return sailing** between Roonagh Pier and Inishturk & Clare Island. The one return sailing to both islands is to be carried out on the same day.

(iii) The successful Tenderer shall be required to agree a heavy cargo ferry timetable with the island communities as soon as practicable after award of contract. A service must be provided in accordance with the agreed timetable including Public Holidays, subject to agreed conditions and exemptions. Any such exemptions must be agreed with the Contracting Authority in advance. The cost of missed sailings that have not been agreed in advance with the Contracting Authority or are not classified as relief events will be deducted from the monthly subsidy, with such cost being determined by the Contracting Authority by reference to the total number of contracted sailings and total subvention.

Until such time as a timetable is agreed, the following level of service will be provided by the successful tenderer:

Day of the week	Service	Time of Departure
Mondays	Inishturk to Roonagh	09:30
	Roonagh to Inishturk	10:50
	Inishturk to Roonagh	14:30
	Roonagh to Inishturk	15:30
Tuesdays	Clare Island to Roonagh	10:30
	Roonagh to Inishturk	11:10
	Inishturk to Roonagh	12:30
	Roonagh to Clare Island	13:50
Wednesdays	Clare Island to Roonagh	08:30
	Roonagh to Clare Island	09:20
	Clare Island to Roonagh	14:45
	Roonagh to Clare Island	15:40
Fridays	Clare Island to Roonagh	10:30
	Roonagh to Inishturk	11:10
	Inishturk to Roonagh	12:30
	Roonagh to Clare Island	13:50

When agreeing a new timetable, the successful Tenderers should note that the community of Inishturk would like to amend the schedule so that the first sailing, on Monday, would originate from the mainland.

(iv) Any changes to the timetable must be communicated in writing to the Contracting Authority and the island community and a valid explanation must be given. Late or early sailings which are not classified as relief events will attract a penalty as detailed in Appendix 1, Section 10.

(v) The service must be provided in accordance with an agreed timetable, including Public Holidays, subject to agreed conditions and exemptions agreed in advance by the successful Tenderer with the island community and approved by the Contracting Authority. Any such exemptions must be agreed with the Contracting Authority in advance. The cost of missed sailings that have not been agreed in advance with the Contracting Authority or are not classified as relief events will be deducted from the monthly subsidy, with such costs being determined by the Contracting Authority by reference to the total number of contracted sailings and total subvention.

(vi) It will be a condition of any Contract that the level or frequency of the service provided, and the outlined schedule, will be subject to review during the period of the Contract, and the service may be extended or reduced with the written agreement of both parties.

Tenderers should also note that:

1. During the Term the Minister shall be at liberty to require the economic operator to vary the timetable but shall undertake a consultation with the economic operator (and, if appropriate, with Island Representatives) before any such variation is declared operative.

2. The successful Tenderer may apply to the Minister for a formal alteration to the timetable. Should the Minister, in his absolute discretion and having regard to representations made by Island Representatives, agree to such alteration, the amendment will be incorporated into any contract that may result from this competition by an exchange of letters between the Minister and the Economic Operator.

3. Any contract resulting from this competition does not confer on it the sole right to operate a heavy cargo service to the islands, and that the Minister is at liberty to enter into another agreement or agreements with such companies, individuals or firms as the Minister in his absolute discretion may subsidise from time to time providing such services.

4(b) Non-Compliance with the Agreed Schedules

By signing the Tenderers' Statement (Appendix 3 of this RFT), the Tenderer accepts the following conditions: -

- the frequency and/or standard of the Heavy Cargo Ferry Service is less than that required under this Agreement and, in such circumstances, shall be reduced on a pro rata basis, having regard to the actual number of sailings provided as against the scheduled sailings, i.e., the subsidy per sailing X the number of sailings;

- following a review of the Heavy Cargo Ferry Service, the economic operator fails over the review period to reach the agreed target performance levels (see Appendix 1 section 10 for more details regarding performance) and in such circumstances the subsidy shall be reduced by such percentage rate, as may be advised by the Minister from time to time in respect of the relevant performance target level set.

- sailings are early, late, cancelled or there is no service, as described in Appendix 1, Section 10

- sailings are not carried out as agreed and/or as timetabled as described in Appendix 1, Section 4

- If a sailing has been cancelled due to a Relief Event (see below), there will be no reduction in the subsidy paid to the economic operator save for a reduction to allow for the cost of fuel which the economic operator did not incur. This amount to be determined by the Minister from time to time based on the average fuel consumption for the main vessel on the applicable route and on the price accepted by the Contracting Authority.

RELIEF EVENTS

Set out below is a list of the main relief events which will be acceptable to the Minister. From time to time the Minister may also notify the economic operator of the service in writing, of any additional relief events which she will accept.

i. Any decision by the vessel Master in the interest of protecting the safety of life at sea.

ii. Weather and/or tidal conditions (where the vessel's Master considers that sailing would compromise operational safety, or where these factors cause late arrival or departure).

iii. Decisions made by the vessel Master regarding social needs and safety-related concerns over which the economic operator has no control. This will include medical emergencies, the provision of unscheduled sailings to islands with infrequent services that have been disrupted by continuous bad weather. In all other cases, before such events are accepted as a relief event, the full circumstances of the delayed/cancelled sailing must be detailed in writing by the economic operator and submitted to the Minister for consideration. The Minister's decision will be final as to whether such an occurrence warranted relief event status. However, this measure is intended to assist remote communities and so should be applied in a common sense fashion. The Minister will, from time to time, also issue guidance in relation to categories that will be acceptable without individual approval.

iv. Sailings which are delayed due to the pre-notified late delivery of cargo, where such a delay is of direct benefit to the service users. Before such an event is accepted as a Relief Event the full circumstances must be submitted in writing to the Minister for consideration.

v. Unavoidable substitution of a vessel of a lower specification during scheduled periods of planned maintenance other than where it outside the control of the economic operator. The reliability of vessels is the responsibility of the economic operator. The economic operator has a duty to use best endeavours to provide the service, ensure appropriate levels of maintenance and availability of spare parts.

vi. Where a delayed, diverted or cancelled sailing has a knock on effect on subsequent sailings the economic operator will be expected to use best endeavours to bring the sailings back on schedule and to deal with any backlog. However, if despite best endeavours, the economic operator is unable to make up the time the original delay will be taken into account when assessing whether subsequent sailings are late. For example, if a sailing is 30 minutes late and sailings for the rest of day are also 30 minutes late (despite best endeavours) the economic operator would be penalised only for the first late arrival. However, if a subsequent sailing was 45 minutes late it would be deemed to be 15 minutes late and would need to be considered separately.

vii. Non-availability of, or operational restrictions at, harbour facilities for reasons that are outside the economic operator's control. This will include times when a berth is not free due to another operator's vessel being in place. Where a berth is not free because another of the economic operator's vessels is in the berth this will be a relief event only where this is outside the economic operator's control (this will usually fall within the relief events listed here).

viii. Strikes or industrial action affecting the Approved Services other than strikes or industrial action directly related to the economic operator. Strikes or industrial action involving the economic operator's staff or employees, subcontractor's staff or employees or the staff or employees of an associated company will not constitute a relief event.

ix. Volume of cargo may sometimes be allowed as a relief event. The timetables are based on average loading and unloading times and it is recognised that a sudden and unexpected peak in demand may put pressure on the timetable.

x. Fuel shortages outside the economic operator's reasonable control.

xi. A Force Majeure Event.

xii. Terrorism or hijacking.

xiii. Any other events that the Minister deems to be a relief event.

4(c) Cargo Management Plan

By signing the Tenderers' Statement (Appendix 3 of this RFT), the Tenderer accepts the following conditions: -

The successful tenderer will provide a representative, during office hours (0900 to 1700 Monday to Friday inclusive, excluding Public Holidays) to take enquiries and to liaise with mainland and island customers.

Recipients of cargo on the islands must be made aware of the anticipated arrival time of the vessel using the cargo manifest prior to the departure of the vessel from the mainland.

Marks under the criteria '***Cargo Management Plan'*** will be awarded based on the following:

Tenders must contain details of the manner in which it is intended to manage cargo at Roonagh, Clare Island and Inishturk including, but not limited to, the following details:

(a) How it is intended to organise the booking and reception of cargo, in particular foodstuffs.

(b) Details of the warehouse facilities that will be provided.

(c) How payment from users of the service will be collected.

(d) How and where cargo will be loaded and unloaded onto the vessel(s) at each port (mainland & Islands).

(e) How the cargo manifest will be managed and shared with cargo recipients in a timely manner

(f) How cargo will be received by customers on each island

Marks will be awarded under the following sub-headings:

Cargo Management Plan	Marks
Organise a heavy cargo booking.	20
Details of warehouse(s)	10
Service Payment collection	10
Loading/unloading of cargo at piers	10
Cargo Manifest Management	20
Customer Cargo delivery	10

4(d) Additional Services

Tenderers are encouraged, but not required, to propose additional sailings and/or services in excess of the minimum requirement, in order to maximise the overall delivery capacity. Accordingly, marks will be awarded for sailings and services above the minimum requirements. Sailing timetables, once agreed with the island community and confirmed by the Contracting Authority, must be strictly adhered to following award of the Services contract.

The Contracting Authority would be particularly interested in submissions offering an additional 10 seasonal cargo sailings, per year, primarily to carry livestock to and from mainland livestock marts. Tenderers should take note of the *Summary of Cargo Statistics* S at section 1.4 when considering any additional sailings.

Information regarding additional services and sailings supplied by Tenderers will be treated as contractually binding. However, the Department reserves the right to seek clarification or verification of any such information or to reject additional services offered.

If no additional services or sailings are offered, no marks will be awarded under the criterion. The Contracting Authority does not bind itself to award any contract to the Tender that offers the most additional sailings or services. The Contracting Authority does not bind itself to accept any additional services offered, however if accepted, they will be contractually binding.

4(e) Other Cargo Services

Tenderers should note that it shall be a condition of any contract arising from this competition that the successful operator may not use this subsidised service as a basis for a submission to, or fulfilment of, any other public procurement contract without the prior written consent of the Minister such as Postal services, local authority contracts, carriage of fuel for public entities etc.

5. Manpower Plan

By signing the Tenderers' Statement (Appendix 3 of this RFT), the Tenderer accepts the following condition: -

> Tenderers shall, during the Term, ensure that the Masters and all other relevant crew of the vessels are properly qualified and hold current valid certificates to permit them to act in that capacity. The successful tenderer shall ensure that members of the crew can be easily identified through a suitable form of identifiable clothing.

Marks under the criteria 'Cargo Service Manpower Plan' will be awarded based on the below:

Tenderers should provide the following:

Organisation Chart:	An organisational chart, showing the roles and responsibilities of all personnel involved in the operation and maintenance of the boat and the delivery of the Service, including shore side staff and support staff.
Qualifications and Experience	A brief description of the suitability of **all** key operational personnel named in the organisation chart that operate elements of the Service including references to previous experience and qualifications and competency work on a heavy cargo service, in particular. The submission of qualifications/CVs etc. under this heading is not required.

Customer Care: The name of a designated person responsible for day-to-day customer issues.

Health and Safety: The name of the person responsible for Health and Safety issues in the Company;

Vessel Manning Plan: This should contain details of the manning scale which will be maintained and the hours of work of vessel's crew. The manning of the vessels during periods of annual

Pay Scales: Details of pay scales for all personnel nominated to operate the subsidised service including shore-based staff. It is a condition of Contract that staff are paid in accordance with the pay scales quoted in the submission and will be at a level equal to or above the Irish national minimum wage. Tenderers should ensure that the information provided in their submission in this regard is tied to the level of service to be provided.

Training: A training matrix for ships' crew showing the level of training which will be in place for each staff member, including details of ongoing and recurring training. It will be a condition of Contract that the ship's crew are qualified to the levels set out for their role in their submission; The economic operator shall at all times comply with the requirements of the Merchant Shipping (Training and Certification) Regulations 2007, the European Communities (Merchant Shipping) (Organisation of Working Time) Regulations 2003 and all Marine Notices relevant to the operation of the Shipping Service, including any amendments thereof which are issued during the Term;

Marks will be awarded under the following sub-headings:

Service Manpower Plan	Marks
Organisation Chart	30
Qualifications and Experience	20
Customer Care	05
Health and Safety	05
Vessel Manning Plan	20
Pay Scales	20
Training	20

Tenderers should ensure that information provided regarding personnel is consistent across their Tender submission. Responses which are inconsistent with each other, or with other sections of the submission, will score poorly.

6. Customer Service & Consultation and Communication

The provision of quality customer service, ongoing consultation with service users and a communication module for customers is vitally important.

<u>6(a) Customer Service & Consultation</u>

Tenderers should note that upon award of the contract they will be required to devise and publish a ***Service Users' Charter*** which will address issues such as punctuality, reliability, availability of information and customer care which must be made available to the users of the service at the reception facility at the pier at customer interface points.

The successful Tenderer must, as a minimum, provide an accessible mechanism to all service users inviting feedback from them. Feedback received must be retained for a minimum period of 12 months and be available to the Contracting Authority for inspection.

Marks under the criterion "Customer Service" will be awarded based on the below:

Tenderers must provide the following as part of their submission:

(i) Details of their record regarding the delivery of quality customer service and of their plans to maintain and improve customer service during the contract. Tenderers should consider specific measures and facilities that will be provided on this service to ensure customer satisfaction.

(ii) Details of their plans for dealing with customer complaints which should, at a minimum, address the following:

(a) The process from receipt and logging of the initial complaint;

(b) How the complaint will be recorded;

(c) Who is the person responsible for complaint handling;

(d) The mechanism for escalation if required;

(e) The timelines for the process.

Tenderers should also note that upon award of the contract, the successful Tenderer shall be required to agree to a ***Customer Services Charter*** with the Minister which will include: a provision that the economic operator meets, at least, twice per year, with Island Representatives.

Marks under the criterion "Consultation" will be awarded based on the below:

Tenderers must provide details of their proposed procedures for regular on-going consultation with Islanders and Island representative groups on matters affecting service quality.

<u>6(b) Communication</u>

Tenderers must provide details of their proposed procedures to communicate with customers, and the wider island community, on an ongoing basis regarding the Service. Tenderers must consider, and clearly describe, matters such as how they will ensure that islanders are aware of the Service's availability to them and how any changes to the Service due to adverse weather etc., will be communicated effectively. Proposals containing solutions such as an alert service through electronic means would be particularly welcome and will score accordingly.

7. Marketing Plan.

It is expected that Tenderers will consult with local interests when considering marketing issues associated with the service. Tenderers should note that any marketing material issued for the service will be expected to acknowledge funding of the service by the Department.

In addition, the successful Tenderer must commit to including an acknowledgement of the Department's funding support on their website(s). The successful Tenderer will be required to maintain an active website containing full details of the service.

Marks under the criteria 'Marketing Plan' will be awarded based on the below:

Tenderers should provide a detailed marketing plan containing details of their marketing proposals for the service for the term of the contract, and details of their website or proposed website. The successful Tenderer will be required to maintain an active website containing full details of the service.

8. Risk Management, Emergency Response, Environmental Considerations, and Health & Safety.

8(a) Risk Management.

Marks under the criterion *'Risk Management'* will be awarded based on the below:

Tenderers should carry out an outline risk assessment for the operation prior to submitting their Tender and must submit this Risk Assessment as part of their submission. The Risk Assessment should be comprehensive, clearly laid out and must address the risks associated with this specific service. A generic Risk Assessment that is not clearly marked or is not service specific will score poorly. The Risk Assessment must address the following:

Identification - The range of risks which have been examined relevant to the successful delivery of the cargo service and must be identified along with a description of how risks will be identified on an ongoing basis.

The types of risk covered should include those which might jeopardise the operational feasibility, continuity or commercial success of the service, such as vessel breakdown, withdrawal from service, staff sickness/shortage, industrial relations difficulties, risk of fuel shortage, competition risk, pandemics etc. This list of examples is not an exhaustive list, and tenderers should identify and include any other types of risks in the delivery of the service.

Analysis – Details should be provided as to perceived level of risk associated with each identified risk along with the process by which the risk level is analysed.

Mitigation - For risks which have been identified at the higher end of the spectrum, risk mitigation measures should be suggested.

8(b) Emergency Response:

Marks under the criterion *'Emergency Response'* will be awarded based on the below:

Tenderers should detail the arrangements they have in place to deal with an emergency such as a vessel evacuation, or disablement. The plan should clearly illustrate the arrangements for coordinating communications with relevant parties including the Contracting Authority, local authorities, the emergency services, next of kin, service user interests and the media.

The Emergency Response Plan should be comprehensive, clearly laid out and must address the risks associated with this specific service. Specific reference should be made in the plan to the route and ports that will be used for this Service. A generic Emergency Response Plan that is not clearly marked or is not service specific will score poorly.

Submission of an entire Safety Management System (SMS) document in response to this and other criterion is not required; however relevant extracts of the SMS may be included.

8(c) Environmental Considerations:

The Contracting Authority recognises the importance of having due regard for the ongoing climate crisis in its provision of services. Furthermore, the area in which the service operates is one of great natural beauty and it is the intention of the Contracting Authority that this service shall have a minimal environmental impact on the area it services.

Marks under the criterion *'Environmental Considerations'* will be awarded based on the below:

Tenderers should provide information on their environmental protection policy and how they intend to minimize the environmental impact of the Service and mitigate any negative environmental impacts that running the Service may have.

This information should include any specific steps they intend to take to safeguard the operating environment to include how they will comply with relevant environmental legislation and specific measures to be employed in regard to the reduction of pollution, emissions and waste. The environmental policy provided should be standalone and service specific.

Generic statements regarding environmental protection will score poorly.

Tenderers should also consider any improvements and enhancements that could be made to their facilities and vessels used to provide this service while reducing any environmental impact. Outstanding and innovative plans to improve facilities and sustainability will be marked accordingly. Tenderers should note that costs relating to the upgrade of vessels, facilities or other property of the Contractor will be borne solely by the Contractor and that these costs **may not** be included as a cost on the Contracting Authority in the Tender or for the duration of the contract.

Submission of an entire Safety Management System (SMS) document in response to this and other criteria is not required, however relevant extracts from an SMS document may be included.

8(d) Health and Safety.

Tenderers should note that during the Term of any contract resulting from this competition the successful Tenderer shall also comply with all relevant maritime legislation including:

(i) all health and safety regulations relating to the use of harbours;

(ii) the health and safety regulation from time to time in place of the National Health and Safety Authority relating to vessels and harbours

(iii) all and any legislation, regulations, orders, byelaws, ordinances and decrees whatsoever pertaining to health and safety at sea to include for the avoidance of doubt all points of embarkation and disembarkation.

Tenderers should note that:

(a) the successful Tenderer will be required under any contract resulting from this competition to ensure that the safety of the vessels and crew is always paramount during the Term.

(b) during the Term of any contract that may result from this competition, the successful Tenderer shall ensure that the vessels are managed and operated in a manner that consistently provides the highest possible standards of safety and quality of service.

(c) the successful Tenderer shall be required to take into account all and any relevant industry codes of practice guidelines and standards.

(d) the successful Tenderer should note that during the Term of any contract resulting from this competition, it shall be required to comply with all health and safety legislation which is relevant to the provision of the Shipping Service and shall when requested by the Minister provide a copy of the safety statement prepared by it, compliance with Section 12 of the Safety, Health and Welfare at Work Act, 1989.

By signing the Tenderers' Statement (Appendix 3 of this RFT), the Tenderer accepts the following conditions: -

It shall be a condition of this Agreement that the Operator shall permit the Minister for Transport, his servants or agents to inspect at any time the vessels referred to in this Agreement to ensure that safety standards for such vessels and related matters are being complied with. The Operator shall also permit the Minister, her servants or agents to inspect at any time the vessels referred to in this Agreement to ensure that any provisions of this Agreement are being complied with.

Marks under the heading 'Health and Safety' will be awarded based on the below:

Tenderers must submit:

- Information regarding their record and policy in relation to relevant health and safety matters applicable to the service, including a description of how health and safety matters applicable to the service will be handled.
- A list of the items of personal protective equipment which will be supplied to each crew member
- Details of the oil spill response capability to be provided and maintained by the economic operator, both on board, and at each berth. The Contracting Authority reserves the right to liaise with the port authorities to ensure that they are satisfied with the proposed oil spill response capability. Tenderers are advised to consult with relevant authorities prior to submitting their tender to ensure that the oil spill response capability will be acceptable to those authorities and should include details of any consultation in their tender.

The information as requested above regarding health and safety should be service specific.

Submission of an entire Safety Management System (SMS) document in response to this and other criteria is not required, however relevant extracts from an SMS document may be included.

9. Service Mobilisation Plan.

Marks under the heading 'Service Mobilisation Plan' will be awarded based on the following:

Tenderers must provide a mobilisation plan which demonstrates their ability to commence all required services in **Q1 2027** including timelines for each specific deliverable identified. The plan should also take account of vessel issues, such as trial berthing, crewing issues and regulatory survey and certification issues which may arise in relation to the Department of Transport, should the vessels proposed not be currently operating in Irish waters. If a proposed vessel is not currently certified to heavy cargo, Tenderers must outline a timeline of any steps required to achieve certification before the commencement of the contract.

Consultation with stakeholders, particularly island representatives, must form part of the Service Mobilisation Plan. A mere affirmative statement by the Tenderer that it can/will mobilise the Service as required is not sufficient as a response under this heading.

10. Contract, Reports, Performance and Invoicing.

10(a) Contract reporting and Invoicing

By signing the Tenderers' Statement (Appendix 3 of this RFT), the Tenderer accepts the following conditions: -

In order to qualify for a monthly subsidy (to be calculated in accordance with the Pricing Schedule), the successful Tenderer must submit monthly invoices, together with daily sailing logs, submitted on a monthly basis, similar to the sample format provided below – see sample reports below.

The Contracting Authority will issue a final logs template report to be used by the Contractor upon award of the contract.

Tenderers must have in place systems which enable detailed monthly invoices and reports to be generated, which should include the ability to:

- Calculate the level of costs incurred, revenue generated and profit/loss made;
- Maintain cargo carriage carried on a "per sailing" basis;
- Provide any other financial and operating information relating to operation of the Service as may be required by the Contracting Authority;
- Provide other information the Contracting Authority may require, in writing, to certify compliance with relevant governing legislation

Tenderers should note that in time, the Minister may alter the format or method in which information such as cargo carried are gathered and that the Contractor will be obliged to submit any information required in the format required by the Minister in order to qualify for a monthly subsidy.

In addition to the monthly logs and invoices, the successful Tenderer will be required to submit quarterly accounts for the service to the Minister to qualify for the monthly subsidy with effect from the first quarter of operation of the service.

Such quarterly reports are to be received by the Minister within 30 days of each quarter end. (See Sample Report 2 below). Quarterly accounts must be completed in the format required by the Minister, which may alter from time to time, and all figures requested must be included for all elements of the service, including those that may be subcontracted. The Contracting Authority will issue a final template report to be used by the Contractor upon award of the contract when submitting quarterly accounts.
Tenderers should also note that during the Term of any contract resulting from this competition that: -

(i) the successful Tenderer shall furnish the Minister with a certified copy of its annual accounts within one month of approval thereof by the successful Tenderer's Board of Management. A certified copy of its audited (if appropriate) annual accounts shall be provided within one month of signing thereof by the successful Tenderer's Auditors;

(ii) the successful Tenderer shall make available for inspection by the Minister or his duly authorised agents all accounts and records maintained by it upon request at all reasonable times.

Furthermore, in order to qualify for the monthly subsidy, the successful Tenderer will be required to submit any of the above information as requested by the Contracting Authority as well as current original or certified copies of the following documentation: -

(i) Current valid certificates of the Department of Transport, in respect of the main backup vessels in use on the service. The backup vessel must have a valid certificate at all times for the subsidy to be paid, regardless of whether it has been used or not.;

(ii) current valid Skippers' tickets in respect of the skippers of the vessels used to provide the Service;

(iii) current up-to-date Tax Clearance Certificate;

(iv) Insurance documentation as described in Section 2.21 of this RFT.

The successful Tenderer also agrees to provide such other information as the Minister may require from time to time in writing, to certify compliance with relevant governing legislation and in particular but without prejudice to the generality of the foregoing certifying compliance with the requirements of the Minister for Transport from time to time.

Tenderers should note that during the Term of any contract resulting from this competition that it shall be a condition of such contract that the successful Tenderer shall permit the Minister for Transport, his servants or agents to inspect at any time the vessels used to provide the Service to ensure that safety standards for such vessels and related matters are being complied with. The successful Tenderer shall also permit the Minister (DRCDG), his servants or agents to inspect at any time the vessels used in the provision of the Service to ensure that all provisions are being complied with.

Tenderers should note that the subsidy for this Service will be paid on a per sailing day basis. The subsidy agreed for Year 1 of the Service will be divided into 104 (the number of sailing days per year), and that proportion of the yearly subsidy will be paid for each sailing day completed, following the submission of all correct documentation. The Operator may only invoice the Contracting Authority once per month for any sailings completed in the previous month, and the subsidy will only be paid in relation to sailing days completed. Following the anniversary of each year of the contract, the yearly subsidy will be revised as per Appendix 2, Section 2 of the Request for Tender. The new yearly subsidy will then be divided into 104 and paid as described above, per sailing day and when sailings are completed.

<u>10(b) Performance & Performance Review</u>

Tenderers should also note that during the Term of any contract resulting from this competition that there will be a performance regime that focuses on (inter alia) the reliability, quality, efficiency and punctuality of the Service.

By signing the Tenderers' Statement (Appendix 3 of this RFT), the Tenderer accepts that the conditions outlined in 10(b).1 and 10(b).2 are accepted:

10(b).1 Performance

The purpose of any contract arising from this Request for Tender is to provide a heavy cargo service for Clare Island and Inishturk, at the best value for money possible in order to maintain and improve the quality of transport services to the offshore islands. Therefore, performance by the Operator throughout any contract arising from this Request for Tender will be of the utmost importance.

The following is a summary of basic performance standards that will be expected of the Operator of this service and the penalties for less than satisfactory performance in each case. Tenderers should note that this is not an exhaustive list. The Minister reserves the right to address any elements of performance that affect the operation of the Service and to initiate a resolution procedure at any time.

1. Reliability:

Lateness & Penalties for lateness:

The successful tenderer will be expected to provide a punctual service according to an agreed timetable. Each late sailing (other than for a relief event) will attract a financial penalty equivalent to a proportion of the average subsidy requirement per sailing (ASRS) on that route. There will be no financial penalty where a sailing is late due to a relief event.

The level of penalty will depend on whether the sailing is 'late', 'significantly late' or 'late treated as extra sailing':

Up to 15 minutes late = no penalty
15 to 30 minutes late (late) = 12.5% ASRS on route
Over 30 minutes late (significantly late) = 25% ASRS on route
Over 1 hour late (late treated as extra sailing) = 100% ASRS on route
Back-up vessel not complying with agreed schedule =12.5% ASRS on route

Cancellations & Penalties for Cancellation:

A sailing will normally be considered de facto cancelled if it arrives at the same time or after the next scheduled sailing on that route (i.e. from the same originating port to the same destination port) is due to arrive. However, this excludes routes where there is only one return sailing or (less) where there are likely to be benefits to users in continuing the Service no matter how late it is. It should be noted that the rules for punctuality will still apply in this case.

Each cancelled sailing (other than for a relief event) will attract a financial penalty equivalent to the ASRS on that route. There will be no financial penalty where a sailing is cancelled due to a relief event save for a reduction to allow for the cost of fuel which the economic operator did not incur.

Early Departure & Penalties for Early Departure:

Except for safety reasons no sailing should depart earlier than scheduled. Each sailing that departs early (other than for a relief event) will attract a financial penalty equivalent to 12.5% of the ASRS on that route. There will be no financial penalty where a sailing departs early due to a relief event, however, the Operator will be expected to make every reasonable effort to inform customers of any sailing departing early due to a relief event.

No service & Penalties for No Service:

If there is no service on any route for 2 consecutive weeks, the Minister may act to ensure the provision of the Services. The action must be reasonable in the circumstances, and the Minister may seek reimbursement from the economic operator for any costs.

2. Submission of Documentation & Penalties for Lateness:

All required documentation including but not limited to sailing logs, invoice, quarterly accounts, certificates should be submitted without delay as required. Failure to submit documentation promptly and as required will prevent the Operator from qualifying for the monthly subsidy.

Logs received over two months late will attract a financial penalty equivalent to 5% of monthly subsidy per month late i.e. January logs not received by the 31st of March will attract a penalty.

3. Contract Management & Penalties for Unsatisfactory Performance:

The Operator is expected to maintain a satisfactory performance regarding all elements of the service, including but not limited to those described in this Request for Tender. The Operator must inform the Contracting Authority, and where appropriate Island Representatives, without delay of any issues that may affect the successful operation of the cargo ferry service as described in this Request for Tender. Overall performance will be assessed using indicators including, but not limited to, those described in section 10(b).2 below

<u>10 (b).2 Performance Review</u>

The Minister shall agree to a review schedule to be followed during the Term. The Minister shall determine, in consultation with the successful Tenderer, indicators and performance target levels to be achieved over each review period (which shall take place at least once every year) to govern the performance monitoring having regard to the nature of the Service, the Customer Services Charter and representations of the Islands Representatives' from time to time. The Minister's representative may conduct an audit of the vessels and the service once yearly or more frequently if required. The successful Tenderer will co-operate in the conduct of such audit and will attend follow-up meetings as required and will rectify to the Minister's satisfaction, defects identified during the audit, costs of same to be borne by the successful Tenderer.

Tenderers should note that the key performance indicators shall include (but shall not be limited to):

EFFECTIVENESS: The key performance indicator in relation to effectiveness shall relate (inter alia) but shall not be restricted to customer satisfaction and ferry utilisation and may relate to but shall not be restricted to matters of cleanliness, delays, adherence to timetable, service, numbers of complaints and corrective action taken. The economic operator acknowledges that the Minister may consult with Island Representatives regularly as to the level of satisfaction with the Service. The Minister, in this context, may use a Customer Satisfaction Index, (see below in this section) for the purpose of evaluating the effectiveness of the service. The Minister shall afford the economic operator every opportunity to respond to all and any complaints made on the basis of which the Minister proposes to adjust any element of the monthly subsidy.

EFFICIENCY: The key performance indicators in relation to efficiency shall relate (inter alia) but shall not be restricted to services provided as compared with services scheduled, delays. The Minister may claw back any element of the monthly subsidy due to delays as set out below.

ECONOMY: The key performance indicators in relation to economy shall include (inter alia) but shall not be restricted to operating cost per voyage, subsidy per kilometre, cargo charges income as a percentage of operating costs, analysis of actual as compared to budgeted revenue and costs. The Minister shall agree the frequency, form and content of the report to be submitted to the Minister by the economic operator to enable the Minister to assess the economic operator's performance in regard to those performance elements within its control. The Minister shall have regard to any representations made by the economic operator in relation to the key performance indicators from time to time.

A Customer Satisfaction Index shall form part of any contract that may result from this competition. Throughout the Term of any contract resulting from this competition, the assessment of the Customer Satisfaction Index Indicator shall be through the establishment of a formally constituted Monitoring Committee on the island, comprising representatives of the islanders as well as officials of the Department. This Committee should report every six months, in the form of an Index on its views in relation to the Service.

The determination of the Index is through the scoring of satisfaction for a number of matters as follows. The aspects, scores and weightings are indicative only.

Aspect	**Score (1 – 5)**	**Weighting**	**Result**
Delays	4	0.2	0.8
Adherence to Timetable	5	0.4	2.0
Service	3	0.1	0.3
Comfort	2	0.1	0.2
TOTAL		**1.0**	**4.0**

One of the first duties of the Monitoring Committee will be to agree the aspects to be scored, the score range and the Weighting to be assigned to each aspect. The number of matters to be scored and their Weightings do not have to be the same for each service, but the total of the Weighting should equal one. The maximum score should be a multiple of five.

Each member of the Committee should produce an individual score from which an average score for the Committee is determined.

The actual Index is the Result divided by the maximum score (5), which in the example above is 0.8. An index value of less than 0.65 may result in penalties being imposed.

SAMPLE REPORT 1

INISHTURK AND CLARE ISLAND CARGO FERRY SERVICE

MONTHLY SERVICE REPORT

MONTH _____ YEAR _____

DAY	DATE	ACTIVITY	LOAD	SAIL

Contracted Sailings per schedule	
Sailings completed	
Shortfall (if any)	

A report, in the form provided, is to be submitted in respect of each missed sailing.

Fuel on board day 1 – (A)	
Total fuel shipped – (B)	
A + B =	
Fuel remaining on final day	
Fuel consumed/discharged	

Sample Report 2

INISHTURK AND CLARE ISLAND CARGO FERRY SERVICE

DAILY REPORT

DATE: _____ DAY: _____ VESSEL: _____

FUEL ON BOARD: _____ FUEL SHIPPED: _____ FUEL DISCHARGED: _____

HW: _____ DRAFT: _____ F _____ A

DEPART FROM	DEPARTURE TIME	ARRIVE AT	ARRIVAL TIME	LOAD (TONNES)	Fuel used per sailing (Litres)	REMARKS	WIND	BARO

NAMES OF CREW
|
|
|

SKIPPER	

Sample Report 3

INISHTURK & CLARE ISLAND CARGO FERRY SERVICE

MISSED SAILING REPORT

To be completed in respect of each missed Island call

DATE: _____ DAY: _____

SCHEDULED SAILINGS FOR DATE

_____
_____
_____
_____

MISSED SAILINGS

_____
_____
_____
_____

REASON FOR MISSED SAILINGS
(To include details of weather, mechanical failure, or any other reason for the missed call)

_____
_____
_____
_____

_____
_____
_____
_____

STATE WHETHER CONTRACT RELIEF IS SOUGHT: Y/N

_____
Shipmaster/Company representative

Date report submitted: _____

SAMPLE REPORT 4

Operator:	**QUARTER**	**YEAR TO DATE**
CARGO		
Cargo Amount (Tonnes) (Clare Island – Roonagh & Inishturk Route)		
Cargo Amount (Tonnes) (Inishturk – Roonagh Route)		
Cargo Amount (Tonnes) (Clare Island – Roonagh Route)		
Total		
REVENUE		
Cargo Revenue (Clare Island – Roonagh & Inishturk Route)		
Cargo Revenue (Inishturk – Roonagh Route)		
Cargo Revenue (Clare Island – Roonagh Route)		
Other Revenue (Details Required)		
Total		
SERVICE OPERATING COSTS		
MAIN VESSEL COSTS		
Vessel charter costs		
Depreciation		
Interest on loans		
Crew Costs		
Fuel & lubes		
Maintenance (routine)		
Docking and survey		
Port dues		
Insurance		
Other (please specify)		
Total		
SERVICE OPERATING COSTS		
BACKUP VESSEL COSTS		
Vessel charter costs		
Depreciation		
Interest on loans		
Crew Costs		
Fuel & lubes		
Maintenance (routine)		
Docking and survey		
Port dues		
Insurance		
Other (please specify)		
Total		
OTHER SERVICE COSTS		
Shore wages		
Office costs		
Administration, finance and accounting		
Interest on operating loans		
Insurance		

Marketing		
Other (please specify)		
Total		
PROFIT/(LOSS) BEFORE SUBSIDY		
SUBSIDY RECEIVED		
PROFIT/(LOSS) AFTER SUBSIDY		

Appendix 2: Pricing Schedule

1.Cargo Carriage Charges Structure

Tenders must be priced based on the fare and charges structure listed in the following tables.

The Minister may, at his discretion, alter the charges structure. The Operator may not alter the fares and charges structure below without the expressed prior written consent of the Minister. The Operator may not apply to the Minister for an increase in the fares stated below within the first twelve (12) months of any contract arising out of this competition.

The maximum fares for different categories of cargo carried to and from the Islands shall be those specified in the table of cargo charges set out below. These charges shall be made available to the Public by the successful Tenderer on request and without charge.

The direct cost of any charges imposed by harbour authorities for the use of island piers and/or mainland piers may be levied as an additional charge on users of the Service by the successful Tenderer without the prior consent of the Minister, provided that the successful Tenderer displays prominently where fares/charges are advertised, the amount of and a description of the additional charge being applied. Charges set down as a result of bye-laws imposed by the Islands' harbour authority for the use of island ports or as a result of bye-laws which may be introduced during the Term of any contract that would arise from this public procurement, are the responsibility of the Operator and may not be included as a cost on the Contracting Authority.

Maximum Tariff for Carraige of Heavy Cargo

THE FOLLOWING MAXIMUM TARIFFS MAY BE SUBJECT TO REDUCTIONS AS APPROPRIATE DEPENDING ON QUANTITY.

For the avoidance of all doubt, VAT will NOT be applied to these charges.

Description of Merchandise	Single €	Return €
CAR, VAN, JEEP, PICKUP, PEOPLE CARRIER, MINIBUS WITH 12 SEATS OR LESS (less than 2.4m wide and less than 5m long)	40.00	80.00
VANS OR MINIBUSES (greater than or equal to 2.4m wide or greater than or equal to 5m long)	90.00	180.00
TRACTOR (up to 2.5 tonnes)	40.00	80.00
TRACTOR (2.5 tonnes to 5.0 tonnes)	50.00	100.00

TRACTOR (greater than 5.0 tonnes)	100.00	200.00
MOTOR BIKES/SCOOTERS	10.00	20.00
SMALL CAR TRAILER	16.00	32.00
CATTLE OR HORSE BOX	20.00	40.00
AGRICULTURE TRAILER (3m X 2m)	20.00	40.00
BOAT TRAILER (greater than 6m)	20.00	40.00
TRAP & CART	17.50	35.00
CARAVAN	50.00	100.00
MOBILE HOME	150.00	300.00
REFUSE TRUCK OR SIMILAR VEHICLE	320.00	640.00
JCB	110.00	200.00
LADEN LOW LOADER		360.00
TELEPORTER	280.00	500.00
DUMPERS	60.00	120.00
BICYCLE	3.00	5.00

FARMING & ANIMALS	
Description of Merchandise	PRICE PER ITEM €
CATTLE OVER 6 MONTHS	7.50
CATTLE UNDER 6 MONTHS (INCLUDING CALVES)	3.00

SHEEP	2.50
PIGS	2.50
HORSES	12.00
PONIES UNDER 14 HH	12.00
FOALS	7.00
DONKEYS	7.00
CHICKENS, DUCKS, ETC (IN BOXES)	2.50
SQUARE BALES HAY (length, width or depth not exceeding 1m)	0.25
SQUARE BALES HAY (length width or depth exceeding 1m)	3.00
ROUND BALES HAY	3.00
SEED POTATOES (per tonne)	15.00

FARMING & HOUSEHOLD		
Description of Merchandise	**Price Per Item €**	**Per Tonne €**
FERTILISERS, LIME, MOSS PEAT		15.00
COAL, BRIQUETTES, TURF		11.00
JERRY CANS (up to 25 litres)		1.75
OIL	2.5c PER LITRE WHEN PUMPED OFF BOAT	
DIESEL	2.5c PER LITRE WHEN PUMPED OFF BOAT	
FEEDSTUFF, NUTS, MEAL	0.55	11.00
WHEELBARROWS	2.50	

GATES charged per 100mm (e.g.3000mm = €3.00)	0.10 per mm	
LADDERS	5.50	
LAWNMOWER - PUSH	5.50	
LAWNMOWER – QUAD RIDE ON	11.00	
FIREPLACE	17.00	
HEADSTONE & KERBING	18.00	
GARDEN SHED	23.00	
BUCKETS OF PAINT (CHARGED PER LITRE)	0.125	
WHEELIE BINS	5.50	
SKIPS	15.00 SINGLE	30.00 RETURN
BATHROOM SUITE	25.00	
BATHROOM/KITCHEN TILES (item means a box of up to 50 tiles)	1.30	17.00 Per pallet

CONSTRUCTION MATERIALS		
Description of Merchandise	PRICE PER ITEM €	PER TONNE €
CONCRETE BLOCKS (PER THOUSAND) Tariff for smaller quantities pro-rata	90.00	
CEMENT, LIME, SKIM COAT (25kg bag)	1.30	9.00
SLATES (per thousand)	23.00	
ROOF TILES (each)	0.15	16.00
TIMBER (per 50kg)	1.75	20.00
PLYWOOD (up to 2.45m X 1.25m)	1.25	18.00
PLASTERBOARD/HARDBOARD (up to 2.45m X 1.25m)	1.25	18.00
FLOORING (per box of prefinished board)	1.25	18.00
IRON HARDWARE	1.25	18.00
REINFORCING IRON BARS	1.25	18.00
REINFORCING MESH (up to 5m x 2.5m sheets)	5.50	
COPPER PIPES	1.25	

SEWER PIPES	1.25	
STORM WATER PIPES, WASTE PIPES	1.25	
ROLLS OF LEAD	5.50	
ROLLS OF FELT	3.00	
WALL INSULATION BOARD (pack up to and including 1.2m x 0.5m x 0.6m)	1.30	
INSULATION BOARD (pack exceeding 1.2m x 0.5m x 0.6m)	1.35	
ROLL OF FIBREGLASS	1.30	
ROLL OF POLYTHENE	2.50	
FLUSH DOOR	2.00	
PANEL DOOR	2.00	
GLASS PANEL DOOR	2.00	
FIRE DOOR	2.50	
SOLID EXTERIOR DOOR	4.00	
GLASS EXTERIOR DOOR	4.00	
SHOWER DOOR	4.00	
BATH	15.00	
SINK & PEDESTAL	5.00	
TOILET	5.00	
CONCRETE T-BEAMS (up to 3m)	8.00	
CONCRETE T-BEAMS (up to 5m)	12.00	
CONCRETE T-BEAMS (up to 8m)	14.00	
CONCRETE T-BEAMS (up to 10m)	17.00	
OIL TANK (bunded, up to and including 1500 litres fuel capacity)	40.00	
OIL TANK (non-bunded, up to and including 1500litres fuel capacity)	13.00	
OIL TANK (bunded or non-bunded, exceeding 1500litres fuel capacity)	76.00	
PLASTIC ATTIC TANK (all sizes)	4.50	
HOT WATER CYLINDER (all sizes)	5.00	
RADIATORS (SMALL) up to and including 1.2m long	2.75	

RADIATORS (LARGE) more than 1.2m long	4.50	
SOLAR PANELS (per square metre)	8.00	
WINDOWS (ALL SIZES)	4.00	
HOLLOW CORE SLABS	27.00	
SMALL STONES (up to 100mm nominal size)	15.00 per tonne	
TOPSOIL	14.50 per tonne	
GRAVEL	11.00 per tonne	
SAND	11.00 per tonne	
FITTED KITCHENS	175.00 flat rate	
KITCHEN WORKTOP	16.00	
BARRELS OF TAR (up to 250l)	10.00	
LINTELS	2.00 per metre	
STAIRS	32.50 FLAT RATE	
CEMENT MIXERS - LARGE - SMALL	22.00 11.00	
GENERATOR - LARGE - SMALL	35.00 12.00	
BALES OF CARDBOARD (including recycled cardboard)	10.00 PER PALLET	
MIXED PALLET (measuring up to 1.2m x 1m) of construction materials, total weighing up to 1 tonne (packed and plastic wrapped by customer)	20.00 PER PALLET	

HOUSEHOLD APPLIANCES AND FURNITURE	
Description of Merchandise	**PRICE PER ITEM €**
COOKERS, HOUSEHOLD APPLIANCES ETC	5.50
STANLEY/SOLID FUEL RANGE	27.50
ROLLS OF CARPET AND VINYL	9.00
DOUBLE BEDS	6.00
DOUBLE BASE/MATTRESS	2.50
SINGLE BED	4.50
SINGLE BED/MATTRESS	2.00
BUNK BED SET	9.00
SINGLE HEADBOARDS	2.00

DOUBLE HEADBOARDS	2.00
CONTINENTAL HEADBOARDS	2.00
BEDSIDE LOCKER	2.00
1m COMBINATION WARDROBE	11.00
DOUBLE WARDROBE	6.50
SMALL CHEST OF DRAWERS (maximum length, height or depth not exceeding 1.5m)	3.00
LARGE CHEST OF DRAWERS (any dimension (i.e. length, height or depth) exceeding 1.5m)	5.00
COFFEE TABLE	2.00
KITCHEN TABLE	5.50
KITCHEN CHAIR	1.10
THREE PIECE SUITE	18.00
THREE SEATER COUCH	11.00
TWO SEATER COUCH	7.00
ARMCHAIR	5.50
BOOKCASE	3.50
DRESSING TABLE	8.00
LARGE KITCHEN CABINETS	16.00
TELEVISIONS (ALL SIZES)	5.00
VIDEO/DVD PLAYER	5.00
OFFICE FURNITURE	11.00 (based on combination wardrobe)

FOOD AND DRINK	
Description of Merchandise	PRICE PER ITEM €
GROCERIES, HARDWARE ETC. (UP TO 20KG BOXED)	2.75 (PER BOX)
FRUIT, VEGETABLES & EGGS (UP TO 10KG BOXED)	1.25
MEAT (UP TO 6KG), FISH (UP TO 6KG)	2.00
CASES OF ICE CREAM	0.55
CASES OF BEERS, MINERALS	0.55

CASES OF WINE	1.10
CASES OF SPIRITS	2.50
CASES OF CIGARETTES	2.50
BOXES OF BREAD, CAKES	1.10
BAGS OF CARRAGEEN, SEAWEED	1.25
BAGS OF POTATOES (up to 25kg)	1.30

2. Subvention Levels

Tenderers should note the conditions that must be fulfilled in order to qualify for the subsidy and the manner in which the subsidy will be paid as described in Appendix 1, Section 10(a).Tenderers should also note that subvention levels in year 2 to year 4, and any subsequent extension(s) agreed as per Section 1.5 of Part 1: Introduction of this RFT, will be determined with reference to movement in the Consumer Price Index (2023 Baseline), excluding that portion of the index which is related to fuel costs.

3. Fuel Price Variation Clause

The successful Tenderer should note that provision shall be made to take account of movements in the fuel oil price.

In the event that the average fuel oil price for the previous 12 months is more than 10% greater than the price at the Designated Day* (* if a price is not available for that day, then a price on the nearest day for which a price is available shall be used), both prices to be determined by reference to the wholesale price for MGO issued by the Rotterdam Market ("the Rotterdam Wholesale Price"), then the Minister shall (upon receipt and certification of a balancing statement produced by the economic operator which details the fuel usage in the previous 12 months and the price paid [excluding VAT] for marked gas oil on the Designated Day), pay to the economic operator an amount determined in accordance with the provisions for the Calculation of Fuel Price Variation set out below in this section. Payment of any amount that becomes due to the economic operator under this Clause shall be made within 30 days of the receipt of an acceptable balancing statement from the economic operator (or as may be agreed between the parties from time to time in writing) provided always the Minister's obligation under this Clause shall not apply in the event that a balancing statement which is acceptable to the Minister has not been provided by the economic operator within 3 months of the end of the year to which the balancing statement is applicable.

In the event that the average fuel oil price for the previous 12 months is more than 10% lower than the price at the Designated Day (* if a price is not available for that day, then a price on the nearest day for which a price is available shall be used), both prices to be determined by reference to the wholesale price for MGO issued by the Rotterdam Market ("the Rotterdam Wholesale Price"), then the economic operator shall (upon receipt and certification of a balancing statement produced by the economic operator which details the fuel usage in the previous 12 months and the average price paid [excluding VAT] for marked gas oil on the Designated Day) refund to the Minister an amount determined in accordance with the calculation of Fuel Price Variation set out below.

If the economic operator has not produced a balancing statement within 3 months of the start of the relevant year, the Minister may determine, by reference to the fuel consumption rates of the vessels used to provide the service, and the typical fuel prices in the retail market at the Designated Date, the amount of any refund which may be due to the Minister from the economic operator. The Minister will inform the operator of same, and may recover that amount as a deduction from the next or subsequent monthly payments due to the economic operator or, in the event that no further monthly payments are due to be paid, may recover the refund as a debt which is due to be paid by the economic operator within 30 days of a demand for payment issued by the Minister.

This debt may (without prejudice to the rights of the Minister as to right to recover as a contract debt at law) be recovered by way of set-off under any other current or subsequent subsidy agreement with the Minister and the economic operator so acknowledges and confirms.

On completion of the final 6 months of the contract that may arise out of this competition (1 August 2030 – 31 January 2031), the Fuel Price Variation Clause will be applied as described above with reference to the previous 6 months.

For the purpose of this Clause, the term 'Designated Day' means the first day of the contract or, if no wholesale price for MGO has been issued by the Rotterdam Market that day, the next date where a wholesale price has been issued by the Rotterdam Market will be the 'Designated Day'.

Tenderers should note that the Minister may, at her discretion, choose to apply the Fuel Price Variance clause on a quarterly bases to address volatility in the fuel markets.

The Fuel Price Variation clause will apply to subsidised sailings only.

CALCULATION OF FUEL PRICE VARIATION

PART I

FU x BP x {([AFP/PDD] -1) -0.1}

PART II

FU x BP x {(1- [AFP/PDD]) - 0.1}

where, in each formula:

FU is the fuel usage contained in the balancing statement certified by the Minister;

BP is the average price paid [excluding VAT] for marked gas oil during the month in which the Designated Day occurred as contained in the balancing statement certified by the Minister;

AFP is the average fuel oil price as determined by reference to the Rotterdam Wholesale Price;

PDD is the fuel oil price on the Designated Day* as determined by reference to the Rotterdam Wholesale Price.

4. Financial Projections

In general, the Contracting Authority considers up to 8% of turnover to be a reasonable level of profit applicable to services of this type. Successful tenderers will be solely responsible for ensuring the financial viability of the Service, and the Contracting Authority will not be responsible for ensuring that the Service breaks even or is profitable.

The calculation of the annual profit will be made following the end of each year of the Contract, based on the quarterly accounts submitted to the Department. The Contractor will have 30 days following notification by the Department that the 8% profit limit has been exceeded to apply for any amendment to the quarterly figures. When 30 days has passed, the excess profit will be collected by the Minister as simple contract debt based on the original quarterly figures.

If during the Term, the Contractor achieves an annual profit in excess of 8%, a refund of 50% of any such profit shall be paid to the Minister upon demand, which shall be recoverable as a simple contract debt.

Tenderers should note that the subsidy payable in Years 2 to 4 of the contract will be based on the subsidy for the first year adjusted to take account of the movement in the Consumer Price Index (2023 Baseline) excluding that portion of the index which is related to fuel costs, otherwise known as the CPI clause detailed above at Appendix 2 Clause 2 (Subvention Levels). Tenderers should note that this adjustment may lead to a retrospective deduction in the subs

Marks under the heading 'Financial Projections' will be awarded based on the submission of the below:

Tenders must include detailed estimated forecasts containing projected operational costs and revenue streams for the Term to include evidence of the price per litre of fuel on which the projections are based. Tenderers in making their Financial Projections, should apportion any one-off costs/expenses equally over the Term of the contract.

These must be submitted in the format provided in the Financial Projections tables provided in the Appendix below. Tenderers may make allowance for up to the 8% reasonable profit level in their forecasts and subsidy requirement. Where the company's annual profit levels under the contract exceed 8% of the turnover, the Contracting Authority shall, as part of the tender assessment, reduce the annual profit to 8% of the annual turnover and change the amount entered on the Bid for Subsidy form to take account of the change.

Tenderers should note that supporting documentation must be provided for all projected income and operational costs for the Term. Failure to do so will render the submission incomplete and the Tender may be deemed to be invalid.

Tenderers must include a brief written description of all projected income and operational costs along with this supporting documentation. Failure to do so will render the submission incomplete and the Tender may be deemed to be invalid. Annual accounts provided by Tenderers to fulfil the requirements under Section 3.2 of this RFT (Selection and Award Criteria) will not be accepted as sufficient supporting documentation under the criterion 'Financial Projections'.

Tenderers must ensure that their projections in relation to income and costs are both realistic and achievable and consistent with other information given in the Tender. Marks will be deducted if projections are not realistic, achievable, consistent, and supported by clear evidence. Tenderers should carefully consider the nature of this service while compiling their projections and projected costs should be proportional to the level of service requested. Tenderers should note the manner in which the Financial Projections will be dealt with in this competition and the changes to subsidy costs calculations from previous competitions.

The inclusion of the capital portion of loan repayments (but not limited to loans for vessels) as a cost in completing the financial projections table below shall not be acceptable. Tenderers may include the interest portion of loans repayments (e.g. for vessels or operating costs) as a cost in completing the financial projections table below. Tenderers may include relevant costs in relation to the backup vessel as outlined in the table provided. If an additional backup vessel is proposed, Tenderers may also include costs relating to that vessel under "Backup Vessel Costs", however these costs must be proportional to the frequency of the vessel's use on the subsidised service, and an explanation should be provided in this regard.

Tenderers should also note that only costs associated with the delivery of the Service will be accepted in the projections. Projected costs which are not associated with the delivery of the Service such as sponsorship or motor and travel expenses will not be acceptable. Projected income which is not directly associated with the delivery of the Service such as private cargo charters will not be accepted. The Contracting Authority reserves the right to amend the Bid for Subsidy if income or costs which are not directly associated with the delivery of the Service or do not form part of this Request for Tender are included in the Financial Projections.

Financial Projections – Year 1

	Q1	**Q2**	**Q3**	**Q4**	**TOTAL**
ESTIMATED CARGO (per route)					
Cargo Amount (Tonnes) Clare Island – Roonagh & Inishturk					
Cargo Amount (Tonnes) Inishturk - Roonagh					
Cargo Amount (Tonnes) Clare Island - Roonagh					
Total					
ESTIMATED REVENUE					
Cargo Revenue: Clare Island – Roonagh & Inishturk					
Cargo Revenue: Inishturk - Roonagh					
Cargo Revenue: Clare Island - Roonagh					
Other Revenue (Details Required)					
Total					
SERVICE OPERATING COSTS					
MAIN VESSEL COSTS					
Vessel charter costs					
Depreciation					

Interest on loans					
Crew Costs					
Fuel & lubes					
Maintenance (routine)					
Docking and survey					
Port dues					
Insurance					
Other (please specify)					
Total					
SERVICE OPERATING COSTS					
BACKUP VESSEL COSTS					
Vessel charter costs					
Depreciation					
Interest on loans					
Crew Costs					
Fuel & lubes					
Maintenance (routine)					
Docking and survey					
Port dues					
Insurance					
Other (please specify)					
Total					
OTHER SERVICE COSTS					
Shore wages					
Office costs					
Administration, finance and accounting					
Interest on operating loans					
Insurance					
Marketing					
Other (please specify)					
Total					
PROFIT/(LOSS) BEFORE SUBSIDY					
SUBSIDY SOUGHT					
PROFIT/(LOSS) AFTER SUBSIDY					

1. Bid For Subsidy

The Tenderer's Bid for Subsidy should be made in the format provided below. Tenderers are asked to note the acceptable 8% profit levels referred to in the clause above regarding Financial Projections. If the information contained in the Bid for Subsidy does not correspond with the information contained in the Financial Projection table, the details contained in the Bid for Subsidy will be used for Tender evaluation except where the RFT permits the Contracting Authority to amend the amount on the Bid for Subsidy document.

The Bid for Subsidy **must** include the fuel price per litre on which the Bid for Subsidy is based. Tenderers should note that this price will be used as the Base Price referred to in Appendix 2, Section 3 and as the basis for any deductions to the monthly subsidy due to Relief Events as described in Appendix 1, Section 4

Heavy Cargo Ferry Service between Inishturk and Clare Island, Co. Mayo and the Mainland.

BID FOR SUBSIDY

I/We the undersigned offer to provide a Heavy Cargo Service between Inishturk and Clare Island, Co. Mayo and the Mainland with the tender submission, its appendices, and the Contract documentation.

This bid for subsidy is based on the financial projections shown in the Financial Plan contained in Appendix 2 and based on a fuel price per litre of €x.xx.

By submitting this Tender, I/we confirm that I/we have read and understand the Tender document, and I/we further confirm that we accept the requirements set out in or reasonably inferred from the Tender.

I/We agree that, if my/our tender is successful, payment of subsidy will be in accordance with the terms of the Contract.

Subsidy Requirement	**€**
Year 1 of Service	

Signed: _____

Name: _____

Position in organisation: _____ Date: _____

Authorised signatory, on behalf of: _____

Appendix 3: Tenderer's 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 Minister for Rural and Community Development and the Gaeltacht

REF: Heavy Cargo Ferry Service between Inishturk and Clare Island, Co. Mayo and the Mainland. 2027 -2031

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 agree and 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 6 to the RFT and the Confidentiality Agreement at Appendix 7 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 www.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.

SIGNED	**Company**
Print name	**Address**
Date	

Appendix 3A Foreign Subsidies Regulation

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

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

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

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

TO: [Insert name of Contracting Authority] (the "Contracting Authority")

RE: Request for Tenders for the Supply of [Insert type of services required]

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

SIGNED

Notifying Party

(Authorised Signatory)

Print name

Address

Date

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

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

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

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

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

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

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

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

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

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

Date:

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

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

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

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

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

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

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

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

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

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

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

Date:

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

Table 2

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

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

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

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

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

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

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

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

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

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

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

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

Date:

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

Table

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

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

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

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

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

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

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

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

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

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

☐ yes ☐ no

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

☐ yes ☐ no

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

☐ yes ☐ no

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

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

and

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

☐ yes ☐ no

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

Notifying party(ies) ☐ yes ☐ no

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

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

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

☐ yes ☐ no

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

☐ yes ☐ no

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

☐ yes ☐ no

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

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

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

3.2.3. Amount of each financial contribution.

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

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

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

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

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

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

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

Table 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Country D			

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

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

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

*** Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1000 million'

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

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

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

4.2 The elements may in particular refer to:

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

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

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

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

4.2.5. Compliance with obligations regarding subcontracting.

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

5.1 If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader

positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

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

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

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

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

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

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

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

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

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

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

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

Date:

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

Appendix 4: European Single Procurement Document (ESPD)

Please see ESPD request attached.

Appendix 5: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders dated 20/11/2026 for the provision of a Heavy Cargo Ferry Service between Clare Island & Inishturk Co. Mayo and the Mainland

NAME: _____

ADDRESS: _____

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and

sincerely declare that:

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

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

a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.

c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.

d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

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

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

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

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

a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.

c. is not guilty of grave professional misconduct.

d. has not entered into agreements with other economic operators aimed at distorting competition.

e. is not aware of any conflict of interest due to its participation in the Competition.

f. has not had any prior involvement in the preparation of the Competition.

g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon its 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 **Name of Declarant in print or block capitals**

Declared before me by _____ who is personally known to me
(or who is identified to me by _____ who is personally known to me)
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 6: Services Contract

The Minister for Rural and Community Development

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant
to

Request for Tenders dated 20/11/2026

for the provision a heavy cargo service between Clare Island &

Inishturk Co. Mayo and the Mainland

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

The Minister for Rural and Community Development and the Gaeltacht, of ("the Client"); Trinity Point, 10-11 South Leinster Street, Dublin 2, D02 EF85

and

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

WHEREAS:

A. By Request for Tender entitled "Insert title of RFT" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____of _____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 Tender 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 Colm Mac Donncha of Rannóg na n-Oileán, An Roinn Forbartha Tuaithe agus Pobail agus Gaeltachta, na Forbacha, Co. na Gaillimhe, H91 KX39 ; the Contractor's Contact is [Contractor contact name] of [Contractor contact address.]

5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

   The Client reserves the right to extend the Term for a period or periods of up to six months with a maximum of 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
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 S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 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) or 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. *Not used*

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. *Not used*

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:

(i) The cost of a sailing or sailings, such cost being determined by reference to the total number of contracted sailings and total subvention.

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.

H. *Not used*

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 20 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) written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving Three (3) 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 anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. Contract Management

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

B. The Contractor agrees to:

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

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

D. If at some future stage, the Minister decides to introduce an online ticketing/monitoring system on the Service, the operator shall implement the introduction of the system at no extra cost to the Operator

11. Disputes

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

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

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

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

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

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

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

12. Governing Law, Choice of Jurisdiction and Execution

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

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

13. Notices

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

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

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

14. Assignment and Subcontract

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

B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied

with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. Entire Agreement

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

16. Severability

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

17. Waiver

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

18. Non Exclusivity

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

19. Media

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

20. Conflicts, Registerable 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 to 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 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;

"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 Conditions

Not used

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 7: Confidentiality Agreement

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

The Minister for Rural and Community Development and the Gaeltacht of Trinity Point, 10-11 South Leinster Street, Dublin 2, D02 EF85 (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 of RFT] entitled [insert title of RFT] (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 provision of services under the Contract and all and any information supplied or made available to the Contractor (to include agents, Subcontractors, customers and suppliers) for the purposes of the Contract (s); including personal data within the meaning of the Data Protection Laws; and
   - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

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

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

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

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

i. to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
ii. to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

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

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

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

6. The Contractor undertakes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

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

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contacting Authority or the Contracting Authority's designated auditor.

L. The Contractor shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Sub- contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information

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

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

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