

APPENDIX 8: CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the [18] day of [June] 20 [15] BETWEEN:

[Contracting Authority], of [insert Address] (hereinafter "the Client") of the one part;
and

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

WHEREAS

A The Client invited responses ("Tenders") to Request for Tenders dated -----
--- ("RFT") from economic operators ("Tenders") for participation in a
framework for the provision of the services ("Services") as described in
Appendix 1 to the RFT, "Requirements and Specifications" ("the
Competition"). The contractor submitted a response to the RFT the [insert date
of tender].

The Contractor and the Client have entered into a Framework Agreement
dated [insert date] ("the Framework Agreement")

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

NOW IT IS HEREBY AGREED in consideration of the sum of €5 (the receipt of which is
hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided
to him by the Client 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 Client 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 provision of services under the

Contract and or relating to the Client 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; and

- 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
- 3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:
 - 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 3.2 not, without the Client's prior written consent, 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 Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

- 4. 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 Client; 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).


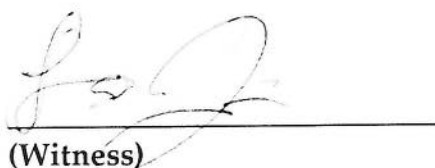
5. The Contractor undertakes:

- 5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Client including by police authorities;
- 5.3 upon termination of the Mini Competition (or Contract) for whatever reason to furnish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) 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 Client so request in writing. As an exception to its obligations under this clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and
- 5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - i Data Protection Acts, 1988 and 2003 and
 - ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.

7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Mini Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.
8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Mini Competition or termination of the Contract (if awarded) for any reason.
9. 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.

**SIGNED for and behalf of the
Contractor**

(Witness)

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Request for Tender

**To establish a Single Supplier
Framework**

for the provision of

**Media Training for Personnel
in**

An Garda Síochána,

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PART 1: INTRODUCTION

- 1.1 An Garda Síochána invites tenders to this Request for Tender (RFT) for economic operators for participation in a framework for the provision of services as described in **Appendix 1** of this RFT "Requirements and Specifications" for the provision of a Single Supplier Framework Agreement for Media Training for Officers and Senior Managers of An Garda Síochána
- 1.2 The title of this RFT is Request for Tenders to establish a Single supplier framework for the provision of a Single Supplier Framework Agreement for Media Training of Officers and Senior Managers of An Garda Síochána
- 1.3 The purpose of this competition is to establish a Single operator framework for a Media Training for Officers and Senior Managers of An Garda Síochána.

Any framework agreement that may result from this competition will be for a term of one-year with an option at the discretion of the Contracting Authority to extend the contract on the same terms and conditions on a yearly basis for a maximum of three further years. The term will not exceed four (4) years in aggregate.

- 1.4 Tenders must be received not later than **3.00pm on 18th June 2015**. Tenders that are received late WILL NOT be considered in this procurement competition.
- 1.5 The Contracting Authority estimates that the expenditure on the service to be covered by the proposed Single supplier framework may amount to €80,000 excluding VAT over the term of the proposed framework. Tenders must understand that this figure is an estimate based on current and future expected usage.

Tenders should note that the Contracting Authority shall be under no obligation to purchase any minimum value of services under this framework

- 1.6 The Contracting Authority policy seeks to encourage participation by Small and Medium Enterprises (SMEs) in this procurement exercise. SMEs that believe the scope of this competition is beyond their technical or business capacity are encouraged 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 contracts, agreements or arrangements that result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged to consider the practical ways the SMEs can be included in their proposals to maximize the social and economic benefits of the contracts that result from this tendering exercise.

PART 2: INSTRUCTION TO TENDERERS

2.1 INTRODUCTION TO THIS RFT

- 2.1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications. Tenders must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenders and recipients of this RFT may wish to consult their own advisers in relation to this RFT or the subject matter thereof.
- 2.1.2 All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Contracting Authority.
- 2.1.3 This RFT does not constitute an offer to enter into a Framework Agreement and / or any Services Contract (as hereinafter defined) or contract. For the avoidance of doubt, the conclusion of the framework agreement with a Framework Member does not guarantee the awarding of any Services Contract or contract whatsoever. Neither this document nor any information set out herein shall be regarded as a commitment or representation on the part of the Contracting Authority to enter into a contract arrangement.
- No commitment of any kind, contractual or otherwise will exist unless and until a formal contract has been executed by or on behalf of the Contracting Authority/ Framework Client.
- 2.1.4 Any notification of preferred bidder status by the Contracting Authority / Framework Client 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 Framework /Agreement being executed by or on behalf of the contracting Authority. The contracting Authority / Framework Client does not bind itself to accept the lowest priced or any tender
- 2.1.5 This RFT supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and Tenders, and Tenderers should place no reliance on such previous documentation and correspondence. Tenders to this RFT should study the contents of this RFT carefully, including the information and documentation contained in the Appendices. The Tenderers attention is drawn to the Tenderers' aide memoire at Appendix 4

2.2 COMPLIANT TENDERS

2.2.1 Failure to comply with the requirements of this 2.2.1 may render the tender non-compliant and the Tender may be rejected. Tenders must:

- a). Include all documentation specified in this RFT;
- b). Follow the format of this RFT and respond to each element in the order as set out in this RFT
- c). Comply with all requirements as set out within this RFT

2.2.2 If the RFT is altered or edited in any way, the subsequent Tender may be deemed non-compliant and may be rejected.

2.2.3 Failure to comply with the requirements of this paragraph 2.2.3 will render the Tender non-compliant and it will be rejected. Tenders must:

- a). Be received by the Contracting Authority in accordance with paragraphs 2.6.1 and 2.6.2 below;
- b). Include a statement, confirming whether any of the excluding circumstances listed in Article 45 of EU Council Directive 2004/18/EC as implemented by Irish law in Regulation 56 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006), apply to the Tenderer. Tenders from Ireland and the United Kingdom must include with the Tender the declaration at Appendix 5 to this RFT ("Declaration"). When submitting by etenders or any other website, a scanned signed copy of the Declaration may be submitted electronically. The Contracting authority must be able to read the scanned signature of the Tender. If possible, please sign documents using blue ink. If the Contracting authority cannot read the scanned signature, Tenders may be requested to re-submit. For all tenders outside Ireland and the United Kingdom the statement must be evidenced, as required
- c). Include the statement required under paragraph 2.4 below; and
- d). Be submitted in the English or Irish language only

The Contracting Authority shall consider all compliant Tenders against the Qualification and award criteria in Part 3 of this RFT

2.3 FRAMEWORK AGREEMENT AND SERVICES CONTRACT

- 2.3.1 The Contracting Authority will, subject to the right cancellation of the competition (as set out at paragraph 2.1.3 above and at paragraph 3.3 below), select the successful Tender(s) to be included in the framework to provide the Services sought under this RFT
- 2.3.2 The Framework shall operate pursuant to the rules as set out in the Framework Agreement as set out at **Appendix 6** of this RFT
- 2.3.3 Tenderers are required to confirm their acceptance of the terms of the Framework agreement in the Tender Statement at **Appendix 3**. Tenders may not amend the Framework Agreement.
- 2.3.4 Tenders are requested to take into account the framework management provisions set out in **Schedule A** of the Framework Agreement. The Framework Member will be bound to comply with the framework management provisions.
- 2.3.5 The Framework Member shall provide the Services in accordance with and on the terms and conditions of the contract as set out at **Appendix 7** of this RFT ("the Service Contract"). The successful Framework Member shall be required to enter into the Services Contract with the Framework Client. Tenders should take account of the provisions of the Services Contract in the preparation of their tender. Tenders are required to confirm their acceptance of the Services Contract in the Tenderers' Statement at **Appendix 3**. Tenders may not amend the Services contract
- 2.3.6 Tenderers should be aware that any or all of the special Conditions as set out at **Schedule D** to the services Contract will apply (in addition to the terms and Conditions in **Schedule A** to the Services Contract) to the provision of the Services if they have been marked as "applies" by the Contracting Authority in this Competition.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. **All TENDERERS MUST RETURN**, with their tender, the signed Tenderer's Statement, as set out in **Appendix 3**, printed on the Tenderer's letterhead. If requested in paragraph 2.6 to submit by etenders (www.etenders.gov.ie) or any other website a scanned signed copy of the Tender's Statement may be submitted electronically by uploading on to the website. Contracting authority must be able to read the scanned signature of the Tender. If possible, please sign documents using blue ink. If the Contracting authority cannot read the scanned signature, Tenders may be requested to re-submit. Tenders may not amend the Tenderer's Statement at **Appendix 3**.

2.5 CONSORTIA AND PRIME /SUBCONTRACTORS

Where a group of undertaking submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility as Framework Member and for the performance of the Services Contract only ("Prime Contract"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The tenders must clearly set out:

- a). The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
- b). The names of all subcontractors and/or consortium members who will be involved in the provision of the Services;
- c). A description of the role to be fulfilled by each subcontractor and/or consortium members; and
- d). The name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact personnel authorised to represent the Prime contractor, within the organisation of the Prime contractor, to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person (including from any subcontractor and / or consortium member) will NOT be accepted, acknowledged or responded to.

2.6 TENDER SUBMISSION REQUIREMENTS

All tender responses to this tender competition must be **DELIVERED VIA THE ELECTRONIC POSTBOX AVAILABLE ON WWW.ETENDERS.GOV.IE**

- 2.6.1 The closing date and time for delivering responses is the **3.00pm on 18th June 2015**. Please note there is a maximum of 10MB for each document sent to the etenders postbox. We advise you to allow for the upload time.
- 2.6.2 Tenders that are received late WILL NOT be considered in this competition
- 2.6.3 The Contracting Authority is not responsible for the corruption in electronic documents Tenders must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries or requests for clarification relating to any aspect of this Competition or this RFT must be directed through the question and answers facility on www.etenders.gov.ie
- 2.7.2 Queries or requests for clarifications will not be accepted **no later than 3pm, local time, on 9th June 2015** unless otherwise published by the Contracting Authority.
- 2.7.3 All clarifications and responses to queries/requests for clarification will be published on the etenders website (www.etender.gov.ie). Where appropriate, questions may be amalgamated. Tenderers should note that the Contracting Authority will not make responses or clarifications to individual Tenderers privately.
- 2.7.4 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.5 The Contracting Authority reserves the right to update or alter the information contained in this document at any time up to three (3) days before the final date for receipt of Tenders. Participating Tenderers will be so informed through the etenders website. In the event of such updates or alterations the Contracting Authority reserves the right to postpone the deadline for receipt of Tenders so as to allow Tenderers sufficient time to respond.

2.8 TENDERING COSTS

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not limited to, site visits, 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 documents, data, statistics, information 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 by the Contracting Authority upon cancellation or completion of this Competition if so requested by the contracting Authority

2.9.2 The successful Tenderer(s) must:

Return the original signed confidentiality agreement, as set out in Appendix 8 ("Confidential Agreement 8.1") to the Contracting Authority in accordance with paragraph 3.6 below.

The confidential agreement(s) must be in the form(s) as set out at Appendix 8 and Tenderers may not amend the confidential Agreement.

2.10 PRICING

- 2.10.1 All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.2 Tenderers must confirm that all prices quoted in the Tender will remain valid for [180] days commencing from the closing date for the receipt of Tenders.
- 2.10.3 Any currency variation occurring over the term of the Services contract shall be borne by the Tenderer.
- 2.10.4 Payments for Services provided pursuant to this RFT shall be subject to and be made in accordance with the Services Contract at 7 to this RFT.
- 2.10.5 All Tenderers must complete the Pricing Schedule at **Appendix 2** to this RFT.

2.11 EMPLOYMENT LAW

- 2.11.1 Under Article 27 of Directive 2004/18/EC as implemented into Irish law by Regulation 27 of European Communities (Award of Public Contracts) Regulations 2006 (S.I. 329 of 2006), Tenderers must provide a statement confirming that they have taken account of their legal obligations relating to employment protection and working conditions relating to the provision of the services sought under this RFT. Failure to make this statement at paragraph 8 of the Tenderer's Statement at Appendix 3 will render the Tender submission non-compliant.

Tenderers may obtain information regarding their obligations concerning:

- a). Taxation from the Revenue Commissioners (www.revenue.ie);

b). Environmental protection from the Environmental Protection Agency (www.epa.ie);

c). Employment protection & working conditions from the Department of Jobs Enterprise and Innovation. (www.djei.ie)

2.11.2 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of providing the Services.

2.12 PUBLICITY

No publicity regarding this Competition, the establishment of the framework, the execution of the Framework Agreements the award of a contract or the execution of the Services Contract is permitted unless and until the Contracting Authority has given his prior consent to the relevant communication.

2.13 REGISTERABLE INTEREST

Any Registerable Interest involving the Tenderer/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 their notice after the submission of a Tender and prior to the award of the contract, it should be communicated to The Contracting Authority immediately upon such information becoming known to the Tenderer/ subcontractor. The terms 'Registerable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 a copy of which is available to download at www.finance.gov.ie. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 FREEDOM OF INFORMATION

- 2.15.1** Tenderers should be aware that under the Freedom of Information Acts 1997 and 2003, information provided by them during this Competition may be liable to be disclosed.
- 2.15.2** You are asked to consider if any of the information supplied by you in your Response should not be disclosed because of its sensitivity. If Tenderers consider that certain information is not to be disclosed because of its commercial sensitivity, Tenderers should, when providing such information, clearly identify same and specify the reasons for its commercial sensitivity. If Tenderers do not identify it as commercially sensitive, it is liable to be released in response to a Freedom of Information request without further consultation with you. The Contracting Authority will, where possible, consult with Tenderers about commercial sensitive information so identified before making a decision on a request received under the Freedom of Information Acts.

2.16 TAX CLEARANCE

- 2.16.1** It will be a condition of the award of any contract under this RFT that the successful Tenderer shall for the term of any such contract, comply with all EU and domestic taxation law and requirements including but not being limited to Circular 43/2006 issued by the Department of Finance. This Circular and further information are available at www.finance.gov.ie and www.ros.ie.
- 2.16.2** Prior to the award of any contract arising out of this Competition the successful Tenderer shall be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status by the contracting Authority

2.17 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents or subcontractors of a Tenderer must be fully disclosed to the Commissioner as soon as the conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting authority may invite Tenderers to propose means by which the conflict might be removed. 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 the competition or terminating any contract entered into by a Tenderer.

2.18 WITHDRAWAL FROM THIS PUBLIC PROCUREMENT COMPETITION

Tenderers are required to email tenderoffice@garda.ie immediately if at any stage they decide to withdraw from this Competition.

2.19 INSURANCE

2.19.1 The successful Tenderer shall be required to hold for the term of any Services Contract awarded pursuant to this competition insurance of the type and to the level specified in this RFT. Tenderers should note that they are not obliged to have insurances in place in order to enter into a Framework agreement with the Contracting Authority but must have it prior to contract. The types and levels of insurance required are not likely to exceed the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	6.5 million
Professional Indemnity	6.5 million

2.19.2 By signing the Tender's Statement at Appendix 3 Tenderers confirm, that if awarded a contract pursuant to the Framework, they will, from the effective date of the Service contract (as defined in the Services contract), obtain and hold the types and levels of insurance as specified in this RFT. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Framework Member(s) prior to the award of (and shall be a condition of) any contract.

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

- a). Immediately advise the Contracting Authority and if applicable the Framework Client of any material change to its insured status;
- b). Produce proof of current premiums paid upon request;
- c). Produce valid certificate of insurance.

PART 3: QUALIFICATION AND AWARD CRITERIA

3.1 COMPLIANT TENDERS

Only those Tenders who have submitted compliant Tenders pursuant to paragraph 2.2 above and have not been excluded under Article 45 of EU Council Directive 2004/18/EC as implemented into Irish law by Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulation 2006 (Statutory Instrument 329 of 2006) will be evaluated in accordance with the Qualification and Award Criteria in this Part 3.

3.2 QUALIFICATION CRITERIA

3.2.1 ECONOMIC AND FINANCIAL STANDING.

All Tenderers must demonstrate that they can meet the financial and economic standing requirement(s) and must be able to furnish the following documentation. Tenderers will either pass OR fail this qualification criterion.

Tenderers must demonstrate that they meet the following by providing Evidence of relevant professional risk indemnity insurance and **one** of the following from **(b-d)** beneath when requested by the Contracting Authority:

- a). Evidence of relevant professional risk indemnity insurance for all health care services provided to the value of not less **than €13 million** and /or
- b). Balance sheets (where publication is required under the law of the country in which the Tenderer is established) showing a turnover of not less than **€300 thousand** and/or
- c). A statement of the Tenderer's overall turnover showing the a minimum value of not less than **€300 thousand for each the last three financial years** and /or
- d). Audited annual accounts for each of the previous three financial years showing a profit for each of the previous financial years. Where a Tenderer is trading for less than three years, audited accounts for each year of trading must be provided.

Tenderers must provide the specified documentation **when requested by the Contracting Authority**. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation the Tenderer must inform the Contracting Authority of that valid reason as to why the documentation cannot be supplied and can provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity:

Tenderers should note that economic operators relying on the capacity of other entities **must when requested by the Contracting Authority submit an undertaking duly evidenced when requested by the Contracting Authority** from those entities that they will place the necessary resources at the disposal of the Tenderer.

THE DOCUMENTATION REQUIRED UNDER THIS PARAGRAPH 3.2.1 WILL BE REQUESTED BY THE CONTRACTING AUTHORITY PRIOR TO (AND SHALL BE A CONDITION OF) THE AWARD OF ANY CONTRACT.

3.2.2 TECHNICAL AND PROFESSIONAL ABILITY.

All Tenderers must demonstrate that they have the professional ability and must furnish the following documentation **with their Tenders**. Tenderers will either pass OR fail qualification criteria:

Tenderer must demonstrate that they have experience in providing a media training service. Tenderers must include with their Tenders:

- a). a list of the principal contracts (in particular similar work) undertaken in the last 3 years, with an indication of the scale of the contract, dates and recipients (public or private) of the service provided and
- b). three satisfactory references (including contact name and details). The Contracting Authority may contact any or all referees without prior notice being given to the Tenderer.
- c). show that the personnel proposed to deliver the courses have the required qualifications and experience of providing the course requested in this RFT.

Tenderers should note that economic operators relying on the capacity of other entities **must submit an undertaking duly evidenced with their Tender** from those entities that they will place the necessary resources at the disposal of the Tenderer.

3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK MEMBER

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

No commitment of any kind, contractual or otherwise shall exist unless and until:

- a). a formal written Framework agreement has been executed by or on behalf of the Contracting Authority. The Contracting Authority may cancel this competition at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority. For the avoidance of doubt, the conclusion of a Framework Agreement with

Framework Member does not guarantee the awarding of any Services contract or contract whatsoever. Neither this document nor any information set out herein shall be regarded as a commitment or representation on the part of the Contracting Authority to enter into a contractual arrangement and

- b). Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer
- c). The contracting Authority may cancel this Competition at any time prior to a formal written Framework Agreement being executed by or on behalf of the contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender

3.3.2 Entry to the Framework will be determined on the basis of the most economically advantageous tender applying the criteria beneath

AWARD CRITERIA	MAX MARKS
<i>Cost (will be evaluated on the total cost of training 100 officers/mangers broken down into groups of 10, 20, 30 and 40)</i>	400 Max Marks
<i>Comprehensiveness of the proposed approach to meeting the tender specification</i> <ul style="list-style-type: none"> ➤ Course content- ➤ Training methods ➤ Learning objectives 	200 Max Marks
<i>Methodology</i> <ul style="list-style-type: none"> ➤ Details of the proposed training methods ➤ Assessment methodology of participants ➤ Correction and feedback to participants ➤ Evaluation criteria of participants 	200 Max Marks
<i>Structure plus documentation</i> <ul style="list-style-type: none"> ➤ Timetable plus Daily structure of the programme ➤ Activities and exercises to be used ➤ Manuals, handouts or other course materials 	100 Max Marks
<i>Quality Assurance</i> <ul style="list-style-type: none"> ➤ Ensuring quality assurance specific to this contract ➤ Risk Management in place 	100 Max Marks
TOTAL MARKS	1,000 marks

3.3.3 The offer of membership to the Framework (if any) to the highest ranked Tenderer(s) (as determined by paragraph 3.3.2 will be conditional upon;

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- a). the Tender(s) submitting the documentation if required under paragraph 3.2.1 within seven (7) days of notification by the Contacting Authority; and
 - b). if required, the documentation submitted demonstrating that such Tenderer has the economic and financial capacity required under paragraph 3.2.1.

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 No Framework Agreement can or will be executed or take effect until at least sixteen (16) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this public procurement competition ("**Standstill Period**"). The preferred bidder (s) 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 will when notifying unsuccessful Tenderers of the results of this public procurement competition, include the scores obtained by the Tenderer concerned and the scores obtained by the lowest ranking preferred bidder to be offered membership of the framework in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED FRAMEWORK AGREEMENT

- 3.6.1 The successful Tenderer(s) must sign and return the Framework Agreement and the Confidential Agreement (if required), both in duplicate, to the contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing . Please note the contracting Authority cannot and will not enter a Framework Agreement until a Standstill Period has expired. A signed Framework Agreement returned by the successful Tenderer(s) is not binding on the contract authority until the contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.3 above.
- 3.6.2 Where the signed Framework Agreement and the Confidential Agreement have not been received by the Contracting Authority within the period as specified at

clause 3.6.1 then the Contracting Authority may proceed to offer membership to the Framework to the next highest ranked Tenderer.

APPENDIX 1: REQUIREMENTS AND SPECIFICATIONS

1.1 INTRODUCTION

An Garda Síochána invites tenders for the provision of a media training programme for personnel within An Garda Síochána. Tenders are being invited to tender for the provision of a media training programme. With this objective in mind it is proposed to establish a Single party Framework Agreement.

An Garda Síochána has its headquarters in the Phoenix Park, on the western side of Dublin City. The general direction, management and control of An Garda Síochána are the responsibility of the Commissioner, who is appointed by the Government. The Commissioner is responsible to the Minister for Justice, & Equality who in turn is accountable to the Oireachtas (the Irish Legislature).

For policing purposes the country is divided into six Regions, each Region is divided into Divisions commanded by a Chief Superintendent, and each Division is then divided into Districts commanded by a Superintendent.

The Districts are divided into sub-districts, each normally the responsibility of a Sergeant. Each sub-District usually has only one station, the strength of which may vary from 3 to 100 Gardaí. In some areas there are stations known as sub-stations, which for administrative purposes are attached to a parent station. A number of national units focused on particular functions also exist.

1.2 CONTRACTING AUTHORITY

The Commissioner of the Garda Síochána is the Contracting Authority.

1.3 SCOPE OF THE SERVICE REQUIRED

Public support and trust is vital to An Garda Síochána. Telling the public via the media about how we prevent and tackle crime is of critical importance in building and maintaining that support and trust.

As such, representatives of An Garda Síochána appearing in the media must be in a position to provide clear and consistent information to the public and demonstrate their and the organisation's professionalism, skills and expertise.

As part of its Communications Strategy, An Garda Síochána will provide a greater range of spokespeople to the media from across the organisation. This will include spokes people in regions, from specialist units, and other officers and managers.

This requires a media training programme for officers and managers.

1.4 WHAT IS REQUIRED FROM THE TRAINING PROGRAMME

- 1.4.1 The requirement is to submit a training proposal for Media Training that may take place at different locations across the country
- 1.4.2 The training should provide attendees with the
 - a). skills to be able to conduct media interviews
 - b). professionally deliver key messages, and
 - c). deal with difficult and sustained questioning.
- 1.4.3 Attendees should receive an overview of best practice in this area and the key skills required. Each participant should undertake
 - a). a number of mock radio and TV interviews based on relevant scenarios,
 - b). be provided with feedback on these interviews, and
 - c). then undertake further interviews utilising this feedback.
- 1.4.4 An individual assessment of each participant is required.
- 1.4.5 Each training session should be at least a half-day long and generally be conducted in groups.
- 1.4.6 The training company should have specific experience in this area, particularly in working with large, diverse organisations.
- 1.4.7 This will be a multi-year programme with the aim to initially train 30-40 personnel within An Garda Síochána in the first year, and increased numbers in subsequent years.
- 1.4.8 The successful tenderer must be capable of providing dedicated qualified staff with *practical experience*, and guaranteed replacements when necessary.
- 1.4.9 The successful Tenderer will provide a comprehensive evaluation report on completion of the programme.
- 1.4.10 The successful Tenderer will demonstrate that it has the technical and other facilities to **ensure it can provide an efficient and effective service to An Garda Síochána.**

1.5 EVALUATION SCORING

For evaluation purposes the tenders should address the following:

- a). Set out the learning objectives in detail.
- b). Set out the course content in detail including a draft timetable.
- c). Details of the Training Process.
- d). Course Quality Control.
- e). Methodology: Details of the proposed training methods.

f). Methodology: Assessment methodology of participants.

NOTE: Tenderers should be aware that due to operational requirements of An Garda Síochána any proposed timetable shall be subject to change at short notice

1.6 EXPERIENCE OF TRAINERS

Persons intended to provide training must have relevant experience. Tenderers must supply a CV for each person intended to provide training, including details of relevant experience, as well as details of the outcomes achieved by that training and appropriate references.

Reference sites at which training has been undertaken by the proposed trainers should be included.

1.7 COURSE MATERIAL

The course provider must supply manuals or similar materials for the use of participants and these shall remain available for use by participants and An Garda Síochána.

1.8 COSTS

In determining the cost of the course interested parties should be aware that meals and accommodation will not be provided. Classroom and teaching aids will be provided. An all inclusive cost must be provided for the course. Costs should be given for different numbers of manager/officer (as set out in cost schedule) for training at specific times during the framework agreement

1.9 QUALITY ASSURANCE

Tenderers are requested to provide a description of the Tenderers measures for ensuring a quality service, which would be relevant to the proposed contract. Tenders must describe their approach to project, change and quality management during the assignment and their approach to project governance and control taking into account the following points

- key performance indicators that will be used to monitor the running of the contract and provision of a high quality service
- A draft risk register specific to the proposed contract should form part of your tender proposal.

Where use of formal quality standards is envisaged and/or where the Tenderers has obtained formal quality assurance accreditation, details of same should be provided by reference to the appropriate standards.

1.10 GARDA /POLICE CLEARANCE

- 1.17.1 The successful tenderer(s) will be required to furnish, in confidence, from An Garda Síochána (or in the case of a successful non resident tenderer(s) from his or her respective police authority) a certificate as to his or her character and also indicating whether or not he/she has come under the adverse attention of An Garda Síochána (or in the case of the successful non –resident tenderer(s) from his or her respective police authority). This will also apply to any staff and persons engaged by the service provider for the purpose of providing the services under the agreement.
- 1.17.2 As a prerequisite for involvement with any Garda Síochána contract, advance identification of personnel will be required together with personal details. The successful Tenderer and all personnel plus sub-contractors working on the contract will be required to complete a Garda Vetting Application Form (this form will be made available to the successful Tenderer on identification of personnel that will be servicing the contract) for vetting before a contract is signed. (The process may change if e-vetting comes into place prior to framework agreements or contracts been executed and while contracts are in place)
- (a) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.
 - (b) The Contracting Authority shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.
 - (c) The Contracting Authority reserves the right to refuse entry by any person, in the employment of the Contractor (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

APPENDIX 2 SCHEDULE OF FEES FOR MEDIA TRAINING SERVICES TO AN GARDA SIOCHANA

- ☐ The following cost schedules **must** be completed in full.
- ☐ All quotations **must** be presented in Euro (€).
- ☐ Detailed descriptions of the training proposed **must** be attached to Cost Schedule.

DESCRIPTION OF TRAINING	NO OF PERSONNEL	COST PER ITEM (exc. vat)	VAT RATE	TOTAL COST ((exc. vat)
MEDIA TRAINING	10			
MEDIA TRAINING	20			
MEDIA TRAINING	30			
MEDIA TRAINING	40			
OVERALL TOTAL COST				

Details of any other costs, charges, etc should be attached to your proposal.

Signature: _____

Position in company: _____

Dated: _____

COMPANY SEAL / STAMP

APPENDIX 3: TENDERERS' STATEMENT

Tenderers shall complete and return the following form of Tenderer's Statement printed on the Tenderer's headed note paper and signed by the Tenderer

TENDERER'S STATEMENT

TO: The Commissioner of An Garda Síochána

RE: Request for Tender for the provision of [insert details]

Having examined your Request for Tenders (RFT) including the Instructions to Tenderers, Qualification and Award Criteria, Requirements and Specifications, we hereby agree and declare the following:

1. I/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. I/We accept all of the terms and conditions of:
 - a). The framework agreement and agree that, if offered membership of the framework we will execute the framework Agreement at Appendix 6 of the RFT and
 - b). To execute the Service Contract at Appendix 7 to the RFT.
3. I/We accept all of the Terms and Conditions of the Confidentiality Agreement and agree if offered membership of the Framework to execute Confidentiality Agreement as set out in Appendix 8 of the RFT
4. I/We accept all the Qualification and Award Criteria as set out in Part 3 to the RFT.
5. I/We agree to provide the Services in accordance with the RFT and our Tender.
6. I/We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. I/We confirm that all prices quoted in our Tender will remain valid for a period of 180 days commencing from the closing date for the receipt of Tenders as specified at 2.10.2 the RFT.
8. I/We compliance with all relevant legal employment requirements as set out in the RFT, in particular but not exclusively paragraph 2.11.1 of the RFT , confirming that we have taken account of our legal obligations relating to employment protection and working conditions in relation to the provision of the services sought under this RFT.

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9. I/We acknowledge that the RFT does not constitute an offer to enter into a Framework Agreement and/ or any contract or Services Contract and neither this document nor any of the information set out therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tender. The Contracting Authority may, at its absolute discretion, cancel this public procurement competition at any time prior to a formal written contract being executed by and on behalf of the Contracting Authority.
 10. I/We satisfy the Qualification Criteria as set out at paragraph 3.2 of the RFT and, if requested by the Contracting Authority, shall immediately furnish such evidence as may demonstrate our economic and financial capacity in accordance with the said paragraph 3.2.1.
 11. I/We shall, if awarded any contract, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.20.1 of the RFT.

Signature:

Print Name:

(Authorised Signatory)

Company:

Date:

APPENDIX 4: TENDERERS' AIDE MEMOIRE

1. Have you addressed all the requirements in Part 2 of RFT?
2. Have you signed and completed all the relevant Declaration and Tendering Statement where so required?
3. Have you completed the Pricing Schedule at Appendix 2?
4. Have you uploaded on to website all documentation required?
5. Have you taken into account the extra time that may be required, to upload all documents?

APPENDIX 5: DECLARATION AS TO PERSONAL CIRCUMSTANCES OF TENDERER

Re: Request for Tenders for the Provision of [insert type of services required]

Name of Tenderer:.....

Address:.....

I, [insert name] , have been duly authorised by the tenderer, sincerely declare that:

- (1) The Tenderer is not bankrupt or being wound up, its affairs are not being administered by a court, it has not entered into an arrangement with its creditors, it has not suspended its business activities nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (2) The Tenderer is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national law and regulation;
- (3) Neither the Tenderer, nor any of its directors or partners, has been convicted of any offence concerning professional conduct by a judgment which has the force of res judicata or been guilty of grave professional misconduct (proven by any means which the Contracting Authority can demonstrate) in the course of its or their business;
- (4) The Tenderer has fulfilled its obligations relating to the payment of taxes or social security contributions in its country of establishment or any other State in which the Tenderer is located.
- (5) The Tenderer has not been guilty of serious misrepresentation or omission in providing information to a public buying agency, including the Contracting Authority;
- (6) The Tenderer (or any of its directors or partners) has not been convicted of fraud, money laundering, corruption, or being a member of a criminal organisation; and

I understand 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 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 by me by _____ who is personally known to me)
at _____ this _____ day of _____, 20____

Practicing Solicitor/Commissioner for Oaths

APPENDIX 6: FRAMEWORK AGREEMENT

SEE SEPARATE DOCUMENT UPLOADED ON TO ETENDERS WBSITE

APPENDIX 7: SERVICES CONTRACT

SEE SEPARATE DOCUMENT UPLOADED ON TO ETENDERS WBSITE

APPENDIX 8: CONFIDENTIALITY AGREEMENT

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

[Contracting Authority], of [insert Address] (hereinafter "the Client") of the one part;
and

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

WHEREAS

- A The Client invited responses ("Tenders") to Request for Tenders dated ----- ("RFT") from economic operators ("Tenders") for participation in a framework for the provision of the services ("Services") as described in Appendix 1 to the RFT, "Requirements and Specifications" ("the Competition"). The contractor submitted a response to the RFT the [insert date of tender].

The Contractor and the Client have entered into a Framework Agreement dated [insert date] ("the Framework Agreement")

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

NOW IT IS HEREBY AGREED in consideration of the sum of €5 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him by the Client 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 Client 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 provision of services under the

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Contract and or relating to the Client 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; and

- 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:
- 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 3.2 not, without the Client's prior written consent, 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 Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. 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 Client; 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).

5. The Contractor undertakes:

- 5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Client including by police authorities;
- 5.3 upon termination of the Mini Competition (or Contract) for whatever reason to furnish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) 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 Client so request in writing. As an exception to its obligations under this clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and
- 5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - i Data Protection Acts, 1988 and 2003 and
 - ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

- 6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.

7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Mini Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.
8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Mini Competition or termination of the Contract (if awarded) for any reason.
9. 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.

**SIGNED for and behalf of the
Contractor**

(Witness)



APPENDIX 3: TENDERERS' STATEMENT

Tenderers shall complete and return the following form of Tenderer's Statement printed on the Tenderer's headed note paper and signed by the Tenderer

TENDERER'S STATEMENT

TO: The Commissioner of An Garda Síochána

RE: Request for Tender for the provision of [to establish a Single supplier framework for the provision of a Single Supplier Framework Agreement for Media Training of personnel of An Garda Síochána.]

Having examined your Request for Tenders (RFT) including the Instructions to Tenderers, Qualification and Award Criteria, Requirements and Specifications, we hereby agree and declare the following:

1. I/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. I/We accept all of the terms and conditions of:
 - a). The framework agreement and agree that, if offered membership of the framework we will execute the framework Agreement at Appendix 6 of the RFT and
 - b). To execute the Service Contract at Appendix 7 to the RFT.
3. I/We accept all of the Terms and Conditions of the Confidentiality Agreement and agree if offered membership of the Framework to execute Confidentiality Agreement as set out in Appendix 8 of the RFT
4. I/We accept all the Qualification and Award Criteria as set out in Part 3 to the RFT.
5. I/We agree to provide the Services in accordance with the RFT and our Tender.
6. I/We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. I/We confirm that all prices quoted in our Tender will remain valid for a period of 180 days commencing from the closing date for the receipt of Tenders as specified at 2.10.2 the RFT.
8. I/We compliance with all relevant legal employment requirements as set out in the RFT, in particular but not exclusively paragraph 2.11.1 of the RFT , confirming that we have taken account of our legal obligations relating to employment protection and working conditions in relation to the provision of the services sought under this RFT.



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The Communications Clinic

UNLOCKING POTENTIAL

9. I/We acknowledge that the RFT does not constitute an offer to enter into a Framework Agreement and/ or any contract or Services Contract and neither this document nor any of the information set out therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tender. The Contracting Authority may, at its absolute discretion, cancel this public procurement competition at any time prior to a formal written contract being executed by and on behalf of the Contracting Authority.
10. I/We satisfy the Qualification Criteria as set out at paragraph 3.2 of the RFT and, if requested by the Contracting Authority, shall immediately furnish such evidence as may demonstrate our economic and financial capacity in accordance with the said paragraph 3.2.1.
11. I/We shall, if awarded any contract, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.20.1 of the RFT.

Signature:

Print Name:

(Authorised Signatory)

Company:

Date:

Appendix Nine:

To whom it may concern,

We confirm that none of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented by Irish Law in Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006), apply.

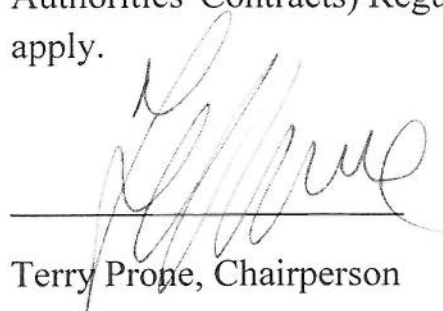
Signed:

A handwritten signature in dark ink, appearing to read 'Eoghan McDermott', written over a horizontal line.

Eoghan McDermott
Director – The Communications Clinic.

18/12/2014

We, The Communications Clinic confirm that none of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented by Irish Law in Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006), apply.

A handwritten signature in dark ink, appearing to read 'Terry Prone', is written over a horizontal line. The signature is stylized with a large initial 'T' and a long, sweeping underline.

Terry Prone, Chairperson

MEDIA TRAINING

An Garda Síochána

PROPOSAL DOCUMENT

MAIN CONTACT WITH OVERALL RESPONSIBILITY FOR THE SERVICE:

Contact name	Eoghan McDermott, Director and Head of Training
Address	The Old Synagogue, 37 Adelaide Road, Dublin 2
E-mail address	eoghan@communicationsclinic.ie / info@communicationsclinic.ie
Telephone number	353+1+644 9700
Fax number	353+1+644 9701