



PRIVATE & CONFIDENTIAL

INSTRUCTIONS DOCUMENT

**CALL FOR REQUESTS TO PARTICIPATE IN
DYNAMIC PURCHASING SYSTEM (DPS)
FOR
PROFESSIONAL DEVELOPMENT AND CORPORATE TRAINING PROVIDERS**

TOURISM IRELAND REFERENCE NUMBER: DPS/HR/2022

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- Responses must be submitted via the eTenders messaging facility

1. INTRODUCTION AND CONTRACTING AUTHORITY

- 1.1. Tourism Ireland Limited (hereinafter referred to as “Tourism Ireland”) established under the framework of the Belfast Agreement, is the all-Ireland marketing company set up to market the island of Ireland as a holiday destination to overseas markets. Tourism Ireland has two key goals - to increase tourism to the island of Ireland and to support Northern Ireland to realise its tourism potential.
- 1.2. The Dublin office of Tourism Ireland wishes to a DPS for Professional Development and Corporate Training Providers to Tourism Ireland employees.
- 1.3. Suitably qualified Suppliers are hereby invited to submit a Request to Participate [RTP] Qualification Questionnaire.

2. PROJECT DESCRIPTION

- 2.1. On 28th October 2022 Tourism Ireland published a Contract Notice on the Irish Government Portal, www.etenders.gov.ie and in the OJEU advertising this project.
- 2.2. Tourism Ireland wishes to establish a DPS for Professional Development and Corporate Training Providers to Tourism Ireland employees. Below is an indicative list of development and training types that may be required to be provided during the term of this DPS. It is stressed that this list is for information purposes only and does not constitute any guarantee of the programmes to be procured under this contract.
 - Access to Continuous Professional Development (CPD) for individual employees and groups
 - Externally provided Short Courses
 - E-Learning Courses
 - In-house Training Courses
 - Team Development /Effectiveness
 - Professional Development
 - Organisation Development

Below is a sample list of subject areas (but not limited to) that the above training and development types may fall into:

1. People Management
2. Leadership Development
3. Project Management
4. Marketing
5. Digital Marketing
6. Communication Skills
7. Presentation Skills
8. Media Skills
9. Interview Skills
10. ICT Skills
11. Sustainability
12. Human Resource Management
13. Career Development
14. Retirement Planning
15. Competency Development
16. Health and Safety
17. Wellbeing

- 18. Organisation Development
- 19. Future of Work/ Hybrid working
- 20. Organisational effectiveness
- 21. Diversity and Inclusion
- 22. Planning and Strategy
- 23. Languages
- 24. Business Writing Skills
- 25. Train The Trainer
- 26. Time Management / Personal effectiveness
- 27. Impact and Influence

- 2.3. The DPS will be in place for up to eight [8] years
- 2.4. It is anticipated that the DPS will be in place by 16th January 2023 with the first mini-tender competition taking place during January 2023.
- 2.5. Tourism Ireland's requirements are set out in the Specification Document attached at **Appendix 3**.

3. DYNAMIC PURCHASING SYSTEM ("DPS")

This DPS is being established in accordance with SI284/2016 European Union (Award of Public Authority Contracts) Regulations 2016.

A Dynamic Purchasing System - known as a DPS, is a tool set out in the EU procurement directives for the procurement of supplies, works or services of all values. It is set up to cater for categories of requirements which can be structured on geographies, values, product types, etc. It is essentially a database of applicants interested in being considered for the award of contracts, as and when they arise. In order to qualify for consideration applicants must meet the minimum qualification criteria laid down by Tourism Ireland.

A Dynamic Purchasing System is a completely electronic system established to allow Tourism Ireland to purchase commonly used goods or services. A Dynamic Purchasing System does not operate in the same way as a contract/framework in that it is an 'open market' system designed to provide access to a pool of suppliers that can be constantly refreshed. A Dynamic Purchasing System offers suppliers unrestricted, direct and full access to the specification and any other documents by electronic means throughout the lifetime of the Dynamic Purchasing System.

The number of candidates to be admitted to a DPS shall not be limited.

DPS Process

The DPS is a two-stage process.

Stage 1 - Application to the DPS:

Stage 1 involves the seeking of Applications for admittance to the DPS; where Candidates shall submit an Application - Qualification Questionnaire - to this request to participate ("RTP"). There is an initial request for Applications with a closing date setup out in Appendix 2 of this RTP. After this date, Applications will continue to be accepted at any time during the lifetime of this DPS, as detailed in in Appendix 2. Applications are assessed as to whether they are compliant and meet the selection criteria in Appendix 1 of this RTP. Candidates that meet the selection criteria will be admitted to the DPS. Where Candidates do not initially meet the selection criteria, or are not excluded under exclusion grounds, Candidates may re-apply for admission to the DPS at any point during the period of its validity if they can meet the exclusion grounds or selection criteria at a later date.

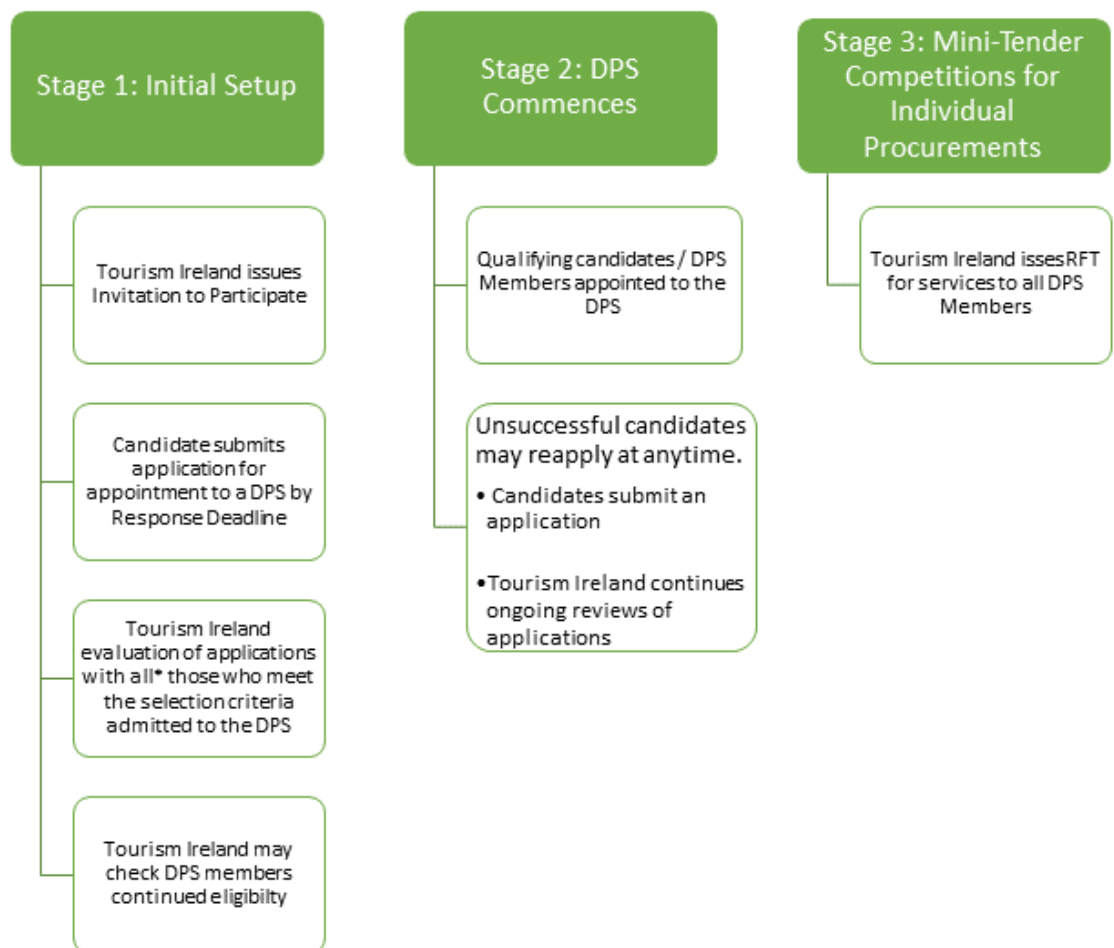
Stage 2 - DPS Mini-Tender:

Stage 2 involves issuing a request for Tenders (“RFT”) to all admitted Candidates (each “DPS Member”) to tender for each specific procurement under the DPS. It is envisaged that the most economically advantageous tenderer in accordance with the award criteria will be awarded the contract under each mini-tender. If for any reason it is not possible to award the contract to the top scoring tenderer following the conclusion of the mini-tender process, Tourism Ireland reserves the right to invite the next highest scoring tenderer on the basis of the terms advertised and as tendered by that party. This shall be without prejudice to the right of Tourism Ireland to cancel the competitive process and/or initiate a new contract award procedure at its sole discretion. Awarding of the contract will be conditional upon the designated company agreeing to Tourism Ireland Services Contract, a copy of which can be found at Schedule 4 [available for downloading]

Submitting an Application for this DPS:

1. Register with eTenders
2. Review all documentation for this DPS supplied
3. Complete and upload a copy of the RTP Application Qualification Questionnaire as set out in Schedule 1
4. Sign and Upload a copy of the Candidate’s Statement as set out in Schedule 2
- ~~5. Complete the Electronic European Single Procurement Document (“eESPD”)~~
6. Self-declaration of compliance with selection criteria is sufficient for initial admittance
7. All communications will be issued electronically, via eTenders
8. Candidates who do not meet the criteria outlined in this RTP as demonstrated by their application will not be admitted to the DPS and will be notified accordingly via eTenders. However, there will be an opportunity to re-apply for admittance onto the DPS at any stage should the Candidate be able to demonstrate that the criteria can be met.
9. Tourism Ireland reserves the right to ask all Candidates and DPS Members to submit supporting documents at any stage of the process where it is necessary to ensure the proper conduct of the procedures. Failure to provide the documentation in specified time may, at the discretion of Tourism Ireland, result in the refusal of their Application or the removal of them from the DPS having already being admitted.

*Self-declaration of compliance with selection criteria of this RTP is sufficient for initial evaluation



*Self-declaration of compliance with selection criteria of this RTP is sufficient for initial evaluation

4. DURATION OF THE DPS

The Dynamic Purchasing System will be established initially for four years, with the option to extend for two further 2-year periods, up to a maximum of eight years, subject budget availability, requirements and satisfactory performance. However, this may be shortened, lengthened or terminated by Tourism Ireland and is subject to satisfactory performance, business needs and budgetary constraints.

Tourism Ireland reserves the right to continue the DPS beyond the 8-year period and will advertise this intention in the relevant systems at that time including eTenders, OJEU and any other related formats that apply at that time. For the avoidance of doubt, Tourism Ireland confirms that the period of any contracts awarded under the Dynamic Purchasing System may extend beyond the date of expiry of the arrangement. Qualifying for this Dynamic Purchasing System does not constitute an award of a contract nor does it indicate that any contract will be awarded.

The established DPS will be open throughout its duration for the admission of any applicant that satisfies the requirements specified. Once a Candidate has been admitted to the DPS they do not have to reapply but should ensure the

information about their company remains up-to-date. After the 4-year period, approved suppliers will only be requested to update their pertinent information as deemed appropriate by Tourism Ireland (e.g. GDPR compliance, Insurance levels, tax clearance etc.) to continue on the DPS, a full application procedure will not be required, however Tourism Ireland reserves the right to request this pertinent information at any time.

5. INSTRUCTIONS TO CANDIDATES

5.1 Queries

All queries in relation to this RTP must be via the messaging option on www.etenders.gov.ie or direct to Tenderresponse@tourismireland.com. Responses will be circulated to all Candidates. The identity of the person making a query will not be disclosed when circulating the response.

All queries should be submitted before **12 noon** (local time) as indicated in Appendix 2 timetable, to enable responses to be issued to all interested tenderers prior to the deadline date for the receipt of applications.

If Candidates consider their query is of a confidential or commercially sensitive nature, the Candidates must mark the query as confidential. If Tourism Ireland considers, at their sole discretion, that a query is not confidential, Tourism Ireland will notify the Candidate of its decision and the Candidate will have the opportunity to withdraw the query or resubmit it on a non-confidential basis.

5.2 Application Submission

Tourism Ireland reserves the right, at its sole discretion, to extend the closing date for receipt of applications for this DPS by giving notice in writing to Candidates before the original Closing Date expires.

The deadline date for receipt of completed responses via the postbox on www.etenders.gov.ie as indicated in the timetable at Appendix 2 of this Instructions Document.

Applications must be submitted via the Tourism Ireland postbox Tenderresponse@tourismireland.com. Only applications submitted to the postbox will be accepted. Applications submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Each Candidate is limited to submitting one Application in their own capacity, and one Application as part of a consortium/group of undertakings under this RTP for admittance to the DPS. As already addressed above, Candidates can re-apply at a later date where their initial Application does not meet the Selection Criteria.

5.3 Important Notices

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

Tourism Ireland does not bind itself to accept the lowest priced or any application.

This RTP does not constitute an offer or commitment to establish a DPS and/or to enter into a Services Contract. Admittance of a Candidate to the DPS does

not guarantee the award of any Services Contract.

No enforceable commitment of any kind will exist unless and until a formal DPS admittance confirmation (“DPS Admission”) message has been executed by Tourism Ireland.

No contractual rights will exist unless and until a formal Services Contract has been executed by Tourism Ireland. Any notification of preferred bidder status by Tourism Ireland shall not give rise to any enforceable rights by the Candidate.

Tourism Ireland may cancel this DPS at any time prior to a formal DPS Admission being executed.

DPS Admission or award of a Services Contract under the DPS does not confer exclusivity on the successful Candidate(s).

Candidates should note that Tourism Ireland shall be under no obligation to purchase any minimum value of Services under this DPS.

This RTP supersedes and replaces any and all previous documentation, communications and correspondence between Tourism Ireland and Candidates, and Candidates should place no reliance on such previous documentation and correspondence.

5.4 Compliant Applications

5.4.1 If a Candidate fails to comply in any respect with the requirements of this paragraph 4.4.1, Tourism Ireland reserves the right to reject the Candidate’s Application 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 (electronic) clarification from the Candidate;
- seeking further information from the Candidate;
- waiving a requirement, which in Tourism Ireland’s view, is non-material or procedural.

Candidates are required:

~~To complete and submit with their Application, the Electronic European Single Procurement Document (“eESPD”) which is accessible via the Response Page on www.eTenders.gov.ie. Alternatively, Candidates may submit an ESPD 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 DPS as set out in Section 6 below:~~

- To submit all documentation which this RTP requires to be submitted
- To follow the format of this RTP and respond to each element in the order as set out in this RTP;
- To conform to and comply with all instructions and requirements set out in this RTP;
- To submit the statement required under paragraph 5.6 below; and
- Not to alter or edit this RTP in any way.

If a Candidates decides to submit an ESPD which has already been used in a previous procurement procedure, any reference within them to RFT will be deemed to refer to this RTP.

5.4.2 Without prejudice to the generality of paragraph 5.4.1, failure to comply with paragraph 5.2 above will render the Application non-compliant and it will be rejected.

5.5 DPS Agreement and Services Contract

Candidates should also note the terms and conditions of the Services Contract set out at Schedule 4 to this RTP.

Candidates are required to confirm their acceptance of the DPS Agreement at Schedule 3 to this RTP and the Services Contract at Schedule 4 to this RTP in the Candidate's Statement at Section 6. Candidates may not amend the DPS Agreement or the Services Contract.

Candidates must submit a signed copy of the DPS Agreement (as set out in Schedule 3) to the www.etenders.gov.ie in response to this RTP. If the Candidate is admitted to the DPS, Tourism Ireland will countersign the DPS Agreement. Tourism Ireland will inform Candidates of their admission to the DPS by way of notification message through the eTenders together with a copy of the binding DPS agreement.

The terms of the DPS agreement shall become binding on both parties once Tourism Ireland has countersigned the DPS Agreement.

5.6 Acceptance of RTP Requirements

Each Candidate is required to accept the provisions of this RTP. ALL CANDIDATES MUST RETURN, with their Application, a signed copy of the Candidate's Statement, as set out in Schedule 2, printed on the Candidate's letterhead. Tourism Ireland must be able to read the scanned signature of the Candidate. If possible, please sign documents using blue ink. If Tourism Ireland cannot read the scanned signature, Candidates may be requested to resubmit. Candidates may not amend the Candidate's Statement.

5.7 Consortia and Prime / Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit an Application in response to this RTP, Tourism Ireland will deal with all matters relating to this DPS through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). The Candidate must clearly and comprehensively set out the name, title, telephone number, postal address and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Candidate and to whom all communications shall be directed and accepted until this DPS has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

5.8 Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents, the absence of which would prevent you from submitting a comprehensive Application, please contact the Procurement Unit via the messaging option on www.etenders.gov.ie as soon as possible.

Candidates shall immediately notify Tourism Ireland should they become aware of any ambiguity, discrepancy, error or omission in any of the documents (RTP Application, Mini-Tender document etc.). Tourism Ireland shall, upon receipt of such notification, notify all Candidates of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the documentation.

5.9 Modifications prior to the Closing Date for Receipt of Responses

Modifications to Responses will be accepted in the form of supplementary information and/or addenda, provided they are submitted via eTenders before the closing date and time for receipt of Tenders.

5.10 Cost of Preparation of Documentation

Tourism Ireland will not be liable for any costs incurred by Candidates relating to their participation in this DPS or any associated work effort or attendance at meetings with Tourism Ireland relating to the procedure. It is the responsibility of the Candidate to ensure that they are fully aware and understand the requirements as laid down in the document. Candidates will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings.

5.11 Currency

Tender prices must be submitted in Euro only. All invoices and payments will be in Euro only. Any currency variations occurring over the term of any Services Contract shall be borne by the Candidate.

5.12 Pricing

All prices quoted in any subsequent DPS Mini-Competitions 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.

Payments for Services provided pursuant to this RTP shall be made subject to and in accordance with the Services Contract at Section 8 to this RTP.

5.13 Confidentiality

The distribution of all documentation is for the sole purpose of obtaining Applications/mini-tender responses for this DPS. The distribution does not grant permission or licence to use the document for any other purpose.

Candidates are required to treat the details of all documents supplied in connection with the tender process as private and confidential. Similarly, Tourism Ireland undertakes to use its reasonable endeavours not to disclose to third parties any confidential information received from Candidates, subject to its legal obligations.

Personal data is collected and further processed under this Application document and subsequent mini-tender documents for the purpose only of the management and administration of Tourism Ireland's procurement procedures and in compliance with Tourism Ireland's statutory functions under Data Protection law. Applications, subsequent mini-tender responses and supporting documentation (e.g. contact email addresses) will be held for two years following completion of the tender process and in the case of a successful Tenderer for seven years and six months from the termination of the contract.

5.14 Conflict of Interest

Any conflict of interest involving a Candidate must be fully disclosed to Tourism Ireland.

Any registerable interest involving the Candidate and Tourism Ireland or employees of Tourism Ireland or their relatives must be fully disclosed in the tender or should be communicated to Tourism Ireland immediately upon such information becoming known to the Candidate, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and 2001, copies of which are available at www.irishstatutebook.ie.

Tourism Ireland will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Candidate from this DPS or a DPS Mini-Competition or removal of them from the DPS having already being admitted or terminating any Services Contract entered into by a DPS Member.

5.15 Freedom of Information

Tourism Ireland is entitled to disclose information about this tender process, including the identity of the Tenderers, to any person. Tourism Ireland and the North/South Bodies are subject to the provisions of a Code of Practice on Freedom of Information approved by the North/South Ministerial Council. Tenderers are asked to consider if any of the information supplied by them in response to this Request for Tenders should not be disclosed because of its sensitivity. If this is the case, Tenderers should, when providing the information, identify same and specify the reasons for its sensitivity. Tourism Ireland will have regard to such a statement but is not bound by it. A copy of the Code is available at the Tourism Ireland website: <https://www.tourismireland.com/About-Us/Freedom-Of-Information>

5.16 Tax Clearance Certificate

It will be a condition for the establishment of this contract that the Candidate can promptly produce and maintain a current Irish Tax Clearance Certificate. See Irish Revenue web site: www.revenue.ie

It will be a condition of any DPS Agreement or Services Contract pursuant to this Competition that the successful Candidate(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Candidates are referred to www.revenue.ie for further information. Prior to the award of any DPS Agreement or Services Contract arising out of this DPS, the successful Candidate 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 Candidate acknowledges and agrees that Tourism Ireland has the permission of the successful Candidate to verify its tax cleared position online.

5.18 Confidentiality of Evaluation

After the official opening of the responses, information relating to the examination, clarification, evaluation and comparison of responses and recommendations concerning this contract will not be disclosed to Candidates or any other persons save as required by law.

5.19 Determination of Responsiveness

After the official opening of responses, Tourism Ireland or its staff or agents will determine whether each response is substantially responsive to the requirements of the DPS documentation. If a material deviation exists that limits in any substantial way Tourism Ireland rights or the Candidate's obligations, the response shall be rejected.

5.20 Clarification of Tenders

Without prejudice to the conduct of the procedure, to assist in the examination and comparison of responses, Tourism Ireland may ask Candidates for clarification of aspects of their response, including a breakdown of the financial proposal or other information.

5.21 Correction of Errors

Detailed pricing of all mini-tenders will be examined for arithmetical errors and the following approach to the correction of such errors will apply:

- a) Where there is a discrepancy between amounts in figures and words the amount in words shall apply.

- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will govern unless, in the opinion of Tourism Ireland, there is a gross error in the unit price, in which event the total amount as quoted will govern.

At the mini-tender stage, the amount stated in the mini-tender response will be adjusted by Tourism Ireland in accordance with the above procedure and, with the agreement of the Tenderer, shall be considered as binding upon the Tenderer. A Tenderer not accepting the correction of their tender as outlined above may have their tender rejected.

5.22 Interference

Any effort by the Candidate to unduly influence Tourism Ireland, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of responses and in decisions concerning this contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995, any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

5.23 Inducements to Purchase

Tourism Ireland shall be entitled to disqualify a Candidate in the following circumstances:

- a) if the Candidate has offered or given or agreed to give to any person any gift or consideration 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 contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with Tourism Ireland, or
- b) if like acts have been done by any other person employed by the Candidate or acting on its behalf (whether with or without the knowledge of the Candidate).

The Competition Act 2002 makes it a criminal offence for Candidates to collude on prices or terms in a public Tendering procedure. Where Tourism Ireland has reasonable grounds to believe that a Candidate may have been involved in collusion, it shall be entitled to exclude such Candidates from the competition at its sole discretion.

5.24 Law

Both the contracting Authority and the successful Candidate shall comply with Irish law and the jurisdiction of the Irish courts, which will govern the contract.

5.25 Copyright

Any programmes developed or used in the implementation of this Contract, and all material associated with this contract, will be owned by Tourism Ireland and it is the responsibility of the Service provider to provide this to Tourism Ireland on termination of the contract.

5.26 Terms of Payment & VAT

Payment will be made on receipt of invoices related to Purchase Orders issued by Tourism Ireland. Following receipt of a Tourism Ireland purchase order, the Service Provider shall send an invoice to Tourism Ireland (indicating the relevant Purchase Order number) together with all other relevant supporting documentation as may be required. Payment shall be made within 30 days of receipt of a correct and appropriately vouched invoice at the Finance Division, Tourism Ireland, provided there is no dispute in relation to the provision of the relevant Services. In the event of any such dispute, payment may be withheld in respect of any disputed amount until the dispute is resolved. All prices quoted must be exclusive of VAT.

5.27 Services Contract

The form of agreement setting out the standard terms and conditions on which the services shall be provided by the successful Candidate(s) to Tourism Ireland shall be in the form attached at Schedule 4 hereto (Services Contract). Candidates should take account of the provision of the Terms and Conditions in the preparation of their responses.

5.28 Proposal

Responses to this Application process and subsequent mini-tenders will be evaluated solely on the quality of the content of the proposal. In the event that the Candidate has previously provided services to Tourism Ireland, they should not assume that Tourism Ireland is aware of their ability to carry out the services required hereunder. No recognition will be given for information previously submitted to Tourism Ireland. The onus is on Candidates to ensure that their proposals are complete in every respect.

5.29 References

Tourism Ireland, at its sole discretion, may contact a Candidate in respect of any matter related to its response and any of its contractors or suppliers, including visiting any reference sites that might be provided in the tender and may conduct any investigations necessary in connection with tenders submitted.

Tourism Ireland reserves the right to seek references from any of the Candidate's customers, including Tourism Ireland, whether or not the Candidate has listed such customers as referees.

5.30 Clarification Meetings

Candidates may be required to attend a clarification meeting at which they will present their response for the purpose of elaboration, clarification and/or aiding understanding. Candidates will be required to bear their own costs in respect of any such meeting. The date, location and commencement time for Candidates' meetings, if required, will be communicated to each Candidate separately.

5.31 Canvassing/Communications

No publicity regarding the services or the award of any contract will be permitted unless and until Tourism Ireland has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of Tourism Ireland. No unsolicited communications from Candidates will be entertained during the evaluation period. Candidates shall not directly or indirectly at any time canvass Tourism Ireland or any employees or agents of Tourism Ireland in relation to this procurement or attempt to obtain information from any of the employees or agents of Tourism Ireland or their advisors concerning another Candidate or tender.

Where a Candidate has an existing relationship with Tourism Ireland or its employees, the Candidate is advised that any discussions, correspondence, or other influences on the tender process may be treated as canvassing.

5.32 Sufficiency & Accuracy of Tender

Candidates will be deemed to have examined all the documents enclosed by their own independent observations and enquiries and will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Candidates are cautioned to check the accuracy of their tender prior to submission. A tender found containing any obvious clerical errors or omissions may, at the sole discretion of Tourism Ireland, be referred back to the Candidate for correction. Any subsequent adjustment(s) must be confirmed in writing. Tourism Ireland reserves the right to disqualify incomplete tenders.

5.33 Notification of Tender Evaluations

All Candidates will be informed electronically of the outcome of their response following evaluation and subsequent clarifications (if any), as well as of any decisions reached regarding the award of contract.

5.34 Amendments to Documentation

Candidates are reminded that under no circumstances should they amend, add or delete sections from the any document in relation to this DPS which could interfere with or/change the interpretation of the requirement. If Candidates are found to have amended the documents in any way as part of their submission, Tourism Ireland reserves the right to disqualify such tenders.

5.35 Appendices

Candidates are reminded that only appendices referenced in the main document will be included in the evaluation.

5.36 Environmental, Social and Labour Law

In the performance of any Services Contract awarded, the successful Candidate(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU of the European Parliament and of the Council on Public Procurement (the “Directive”).

Candidates 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 S.I. 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.

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), Candidates should ensure that they consider their obligations under the 2012 Act when pricing their Application. 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.

5.37 Publicity

No publicity regarding this DPS or any DPS Admission, DPS Mini Competition, or Services Contract pursuant to this DPS is permitted unless and until Tourism Ireland has given its prior written consent to the relevant communication.

5.38 Withdrawal from this DPS

Candidates are required to notify the Contracting Authority immediately, via the Electronic Platform, if at any stage they decide to withdraw from this DPS.

6. DATA PROTECTION

To the extent that any Personal Data is processed by the successful bidder in
Instructions Document

connection with the provision of the Services or otherwise, the provisions set out in Tourism Ireland's 'Data Processing Terms' shall apply to such processing. The Successful bidder will be required to sign up to these Data Processing Terms as part of the overall contract with Tourism Ireland.

7. APPLICABLE LAW

The laws of Ireland shall apply to this tender process and the process shall be subject to the exclusive jurisdiction of the Irish courts.

8. IMPORTANT NOTICE

- 8.1. By participating in this tender process, Tenderers acknowledge that there does not exist any contractual or quasi-contractual relationship between Tourism Ireland and Tenderers prior to the execution of a formal contract. The Request for Tenders does not constitute a contract.
- 8.2. Tourism Ireland reserves the right, without notice, to terminate the process or change any part of the tender process including the time limits and procedures for the tender process. In such circumstances, Tourism Ireland and its advisors shall not be liable to any persons as a result thereof.

9. APPENDICES AND SCHEDULES

- 9.1. The following Appendices and Schedules are attached to this Call for Request to Participate:

Appendix 1: Qualification Criteria

Appendix 2: Indicative Timetable

Appendix 3: Specification of Requirements

Separate Documents for Downloading

Schedule 1: Form of Application Response - Qualification Questionnaire

Schedule 2: Tenderer's Statement

Schedule 3: DPS Agreement

Schedule 4: Services Contract

APPENDIX 1 - SELECTION / QUALIFICATION CRITERIA
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All submissions received will be evaluated against the qualification criteria.

Candidates must meet all of the PASS/FAIL pre-qualification criteria listed below to qualify for admission to the DPS.

Pre-qualification Criteria, Rules & Weightings applicable				
REF	Selection Criterion	Minimum Requirement	Weighting	Minimum Score
4	eEuropean Single Procurement Document	RULE: Candidates must complete the Electronic European Single Procurement Document (eESPD) which is accessible via the Response Page on www.eTenders.gov.ie	Pass / Fail	Pass
2	Financial Capacity	RULE: : Candidates must declare below that they satisfy the financial and economic standing requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to Tourism Ireland in each case. (i) Turnover during any of the previous 3 financial years was at least €50,000 (ii) Hold an up to date Tax Clearance Certificate. NOTE #1: in the case of the Tenderer being a grouping, the condition at (i) above may be satisfied by the group members as a whole.	Pass / Fail	Pass
3	Insurance Requirements	RULE: Candidates must declare below that below they satisfy the minimum insurance requirements (if applicable) set out below and they are able, upon request and without delay, to provide the supporting documentation to Tourism Ireland in each case: (i)Employer's Liability Insurance with indemnity limit of €13,000,000 (ii)Public Liability Insurance with an indemnity limit of €6,500,000 (iii)Professional Indemnity Insurance with an indemnity limit of €1,300,000	Pass / Fail	Pass
4	Data Protection /GDPR Compliance	RULE: TOURISM IRELAND requires the services to adhere to good industry security practice and must be in compliance with legislative and regulatory requirements including; • EU GDPR • Data Protection Act 2018 Please indicate compliance by answering all of the questions detailed at Schedule 4 Please confirm you will make available to TOURISM IRELAND all information necessary to demonstrate compliance with data protection good practice and GDPR, if requested.	Pass / Fail	Pass
5	Services Provided	RULE: Tenderers must complete and sign the form of Tenderer's Statement	Pass / Fail	Pass
6	Resources	RULE: Candidates must demonstrate that they have at their disposal an appropriate number of suitably qualified resources to deliver the services required.	Pass / Fail	Pass

7	Technical Systems	RULE: Candidates must demonstrate that they have at their disposal effective and efficient technical systems to deliver the services.	Pass / Fail	Pass
8	Previous Contracts	RULE: Candidates must demonstrate clearly, concisely and to the satisfaction of Tourism Ireland that they have the level of experience and capacity to provide high quality services of a similar nature, scale and complexity to the service anticipated under this DPS. To Pass/Fail Pass Page 21 of 68 demonstrate this Candidates must submit details of three previous contracts of a similar nature, scale and complexity to those sought under this DPS, to be successfully delivered by your organisation/consortia within the last three years'. Note: • The previous contracts provided can be from the public or private sector, where similar requirements to those sought under this RTP have been performed. • Tourism Ireland reserves the right, without prior notice being given, to contact any or all of the previous clients whose details are provided by the candidate as part of the previous contract details to verify the information provided.	Pass / Fail	Pass
9	Quality Assurance Measures	RULE: Candidates must demonstrate clearly, concisely and to the satisfaction of Tourism Ireland that their Quality Assurance Measures is compliant and have the adequate measures in place to ensure the delivery of a quality service. • If relying on the capacities of others, they must be named, and it must be demonstrated in your Application to how they meet this selection criterion.	Pass / Fail	Pass
10	Training and Professional Development	RULE: Candidates must demonstrate that they have adequate training and professional development procedures in place.	Pass / Fail	Pass
11	Environmental Policy	RULE: Candidates are required to highlight the policies in place to manage and minimise the environmental impact of these services	Pass / Fail	Pass
12	Business Continuity Plan	RULE: Candidates must provide with a suitable Business Continuity Plan – Outlining specifically how it would deal with this DPS	Pass / Fail	Pass

Scoring Methodology for Evaluation of Criteria

Weighting	Meaning
90% to 100%	A response that demonstrates an excellent level of quality and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% to 89%	A response that demonstrates a very good level of quality and understanding of the requirements and provides assurance that the Tenderer will deliver to a very good standard.
60% to 79%	A response which demonstrates a satisfactory level of quality and 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.
30% to 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% to 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration

APPENDIX 2 -INDICATIVE TIMETABLE

OPEN PROCEDURE	Date*
Publication of Stage I Notice via Government Procurement Website www.etenders.gov.ie	28th October 2022
Closing date for clarification questions to be received	7th November 2022
All answered clarification questions to be issued to all interested parties via www.etenders.gov.ie	9th November 2022
Closing date for Stage I Applications	29th November 2022
Initial Appointment to DPS	January 2023
Commencement of DPS Mini-Tender Competitions	Mid-January 2023

*Dates may be subject to change at Tourism Ireland's absolute discretion.

APPENDIX 3 - SPECIFICATION OF REQUIREMENTS

Tourism Ireland wishes to a DPS for Professional Development and Corporate Training Providers to Tourism Ireland employees. Below is an indicative list of development and training types that may be required to be provided during the term of this DPS. It is stressed that this list is for information purposes only and does not constitute any guarantee of the programmes to be procured under this contract.

- Access to Continuous Professional Development (CPD) for individual employees and groups
- Externally provided Short Courses
- E-Learning Courses
- In-house Training Courses
- Team Development /Effectiveness
- Professional Development
- Organisation Development

Below is a sample list of subject areas (but not limited to) that the above training and development types may fall into:

1. People Management
2. Leadership Development
3. Project Management
4. Marketing
5. Digital Marketing
6. Communication Skills
7. Presentation Skills
8. Media Skills
9. Interview Skills
10. ICT Skills
11. Sustainability
12. Human Resource Management
13. Career Development
14. Retirement Planning
15. Competency Development
16. Health and Safety
17. Wellbeing
18. Organisation Development
19. Future of Work/ Hybrid working
20. Organisational effectiveness
21. Diversity and Inclusion
22. Planning and Strategy
23. Languages
24. Business Writing Skills
25. Train The Trainer
26. Time Management / Personal effectiveness
27. Impact and Influence

The DPS will be in place for up to eight [8] years

It is anticipated that the DPS will be in place by 16th January 2023 with the first mini-tender competition taking place during January 2023.

SCHEDULE 1 - REQUEST TO PARTICIPATE APPLICATION QUALIFICATION QUESTIONNAIRE

Separate document for downloading

SCHEDULE 2 - CANDIDATE'S STATEMENT

Separate document for downloading

SCHEDULE 3 - DYNAMIC PURCHASING SYSTEM [DPS] AGREEMENT

Separate document for downloading

SCHEDULE 4 - SERVICES CONTRACT

Separate document for downloading