



REQUEST TO PARTICPATE IN A DYNAMIC PURCHASING SYSTEM

INSTRUCTIONS DOCUMENT

Contracting Authority:	National Museum of Ireland
Establishment of DPS for:	The supply of materials for the conservation, archiving, transport and storage of museum collections.
Procedure:	Dynamic Purchasing System (DPS)
Duration of DPS:	The DPS will be established for seven (7) years. It will be advertised on an annual basis or reopened at NMI's discretion on www.etenders.gov.ie
eTenders ID:	
Issue Date:	
Initial Closing Date for Queries:	Tuesday 12 th November 2024 12:00 Irish Local Time
Closing Date / Time for receipt of Completed Applications for Initial Round:	Tuesday 19 th November 2024 12:00 Irish Local Time
Applications will be accepted throughout the lifecycle of the DPS at any stage, however in order to be considered for the first tranche of contracts, Applicants should apply by Tuesday 19 th November 2024	
Contact for Queries:	Messaging facility on www.etenders.gov.ie

Please note that information relating to this Application, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority has provided a Questionnaire as a separate document for Applicants to use in preparing their response. This document and format **MUST** be used.

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

2. About the Contracting Authority

National Museum (hereinafter referred to as “NMI” or the “Contracting Authority”) is the authority responsible for this procurement.

The National Museum of Ireland (NMI), which has its headquarters at Collins Barracks, Benburb Street, Dublin 7, was established as an independent body on 3 May 2005 under the provisions of the National Cultural Institutions Act, 1997.

The principal functions of the Board of NMI, as set out in Section 11 of the National Cultural Institutions Act, 1997, are:

“To maintain, manage, control, protect, preserve, record, research and enlarge the collection of museum heritage objects for the benefit of the public and to increase and diffuse in and outside the State knowledge of human life in Ireland, of the natural history of Ireland and of the relations of Ireland in these respects with other countries”.

Details of the functions, powers, structure, responsibilities, etc. of the Board and of the Director of NMI are set out in Part II of the National Cultural Institutions Act, 1997.

(Available at www.irishstatutebook.ie)

The National Museum of Ireland has five primary locations and several smaller offsite storage areas. The five primary locations are:

- The Museum of Decorative Arts & History - was opened in 1997 and is located at Collins Barracks, Dublin 7. Through a wide range of collections including silver, furniture, costume, jewellery, coins, medals, ceramics and glass in a series of themed exhibitions, the Museum presents a perspective of Ireland over the last four centuries with particular emphasis on the 18th and 19th centuries.
- The Museum of Archaeology - situated in Kildare Street, Dublin 2, houses the national archaeological collections including world famous examples of early historic period and medieval art including the Ardagh Chalice and Tara Brooch. It also holds the finest collection of prehistoric gold artefacts in Europe.
- The Museum of Natural History, Merrion Street, Dublin 2 - contains an impressive collection of zoological specimens from both Ireland and the wider world. The building is a museum in the Victorian 'cabinet style' built to house a wide range and comprehensive collection from the later nineteenth century and has changed little over centuries.
- The Museum of Country Life - was opened in September 2001 at Turlough Park, Castlebar, Co. Mayo. The Museum houses the national folklife collection and is the only branch of the National Museum outside the capital. It tells the story of people in rural Ireland, emphasising the continuity of traditions of lifestyles, established for several hundred years and lasting well into the 20th century.
- The Collections Resource Centre – was opened in August 2010 in Swords, Co. Dublin and is the primary central storage facility for all NMI collections not currently on display. It is also a state-of-the-art research, collections management and care facility. All key collections and facilities functions are carried out on site, including public visits by appointment and a variety of conservation, documentation, inventory, research and other practices.

Further information is available at our corporate website www.museum.ie

It is the policy of the Contracting Authority to encourage participation by Small and Medium Enterprises (SMEs) in this competition.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

3. Scope of Requirements

3.1 Stage in Procedure

This is the first stage of the procedure whereby all interested parties may submit a response, but only those meeting the selection criteria (qualification and experience) will be deemed eligible for inclusion on the DPS.

3.2 General Requirements

The Contracting Authority is setting up a panel or DPS of suppliers to supply materials needed for the conservation, archiving, transport and storage of museum collections.

The Contracting Authority do not expect any one supplier to be able to provide the full range of materials needed for this, and hope to reflect the diverse needs of museum, library and archive collections through a DPS of suppliers with various skills and specialities.

On this DPS, the Contracting Authority invites suppliers who offers a wide range of packing, wrapping, storage, stabilisation and transport materials to conservation and archival standard. This material is for all aspects of museum collections care and management, include all object, artefact, specimen, archive and library collections.

Ideally, each supplier will have a catalogue or website with details of all materials available to purchase which can be provided to the Contracting Authority when supplies are required.

There may be a requirement for some made to order materials, e.g. conservation grade, acid-free boxes made to specific sizes.

All supplies must be conservation grade for the safe care and long-term storage of museum objects. In so far as possible, supplies should be made from sustainable materials and an energy-efficient manner.

The Contracting Authority strongly encourages both large supplies and small, specialist suppliers to register for this DPS, as there are many specific materials needed in museum collections management that are difficult to find and often only produced by smaller, specialist companies.

The Contracting Authority also invites suppliers who have museum, library and archival-relevant materials not listed below to come forward and register for this DPS. The biggest challenge in the museum can be caring for objects we have never had before and finding the supplies and materials to stabilise, transport, conserve, archive and store these.

3.2.1 Detailed List of Supplies that may be required under the DPS

The types of supplies required are as follows (this list is not exhaustive).

Boxes & box-making materials

- Acid-free, archival Boxes, various sizes
- Acid-free folders
- Blades for cutting size 11 scalpel blade
- Blue board
- Bone folders
- Box making tools and related materials
- Correx
- Corrugated archival board min. 1.5m long
- Cutting Mats, various sizes
- File storage boxes
- Prefabricated boxes
- Really Useful Boxes, various sizes
- Stacking containers - Plastic crates with ventilation slots

Packing and wrapping materials

- Acid-free tissue paper
- Aluminium anoxia barrier seal
- Bubblewrap
- Duck tape
- Foam roll
- Packaging services
- Pallet boxes
- Plastazote
- Plastic gripseal bags, various sizes
- Polythene bags 10 x 14 inches – 50 bags supplied
- Tags – strung parcel tags
- Tyvek waterproof tags
- Clipboard, pen
- Marker pen
- Sticky labels, preprinted with 'Crate number' and 'Air dry/freeze/dry' for easy deletion
- Polythene Roll
- Tyvek roll
- Tyvek tape
- Unbuffered acid-free tissue

Labelling

- Cotton Tape
- Paraloid B72
- Tyvek tags, various sizes
- Waterproof object tags, various sizes

Archival supplies and related materials

- Round glass weights
- Weight snakes

Conservation supplies

- Hake Brushes
- Rivet washers
- Silica gel colour indicating
- Snap Rivets
- Pest traps

Equipment

- Daylight LED Magnifying lamps
- Daylight Lights
- Digital Scales. various ranges
- Drill kits, drills and drill bits
- Extension Reels (electric)
- Folding Tables
- Hot Glue Guns
- Hot Glue Sticks
- Impulse Welding Tongs
- Lifting and moving equipment
- Magnifying lamps
- Measuring tapes
- Safety ladders and steps
- Safety trolleys
- Scalpel handles
- Solvent extraction arms
- solvent guns and solvent
- Specialist photographic equipment
- Stanley Knife Blades
- Stanley knives
- Steps, ladders and hydraulic lifts
- Trolleys and pallet trucks
- Vacuum cleaning kits (conservation-safe)
- Welding tongs

PPE

- Disposable coveralls
- Eye protection/glasses
- FFP3 Face masks
- Heavy duty work gloves, various sizes
- Knee pads
- Nitrile Gloves. Various sizes

- Rigger gloves – for heavy duty lifting
- Chemical gloves – for salvage work in black water situations
- Solvent mask and filters
- Tyvek suits, various sizes
- Tyvek tops, various sizes
- Tyvek trousers, various sizes
- Headlamp – hands free illumination
- LED torches
- Batteries for above
- Hi vis vests
- Goggles – for eye protection
- Disposable aprons
- Hard hats
- Wellington Boots
- Safety Shoe/Boots
- Hearing Protection

Disaster and risk management

- Disaster kit bins/large containers – on wheels
- Polysheets for protecting shelves / objects
- Tape guns
- Duct tape
- Absorbeeze cushions
- Absorbent pads
- Acid free Blotter, as a base for drying wet materials
- A4 size precut paper for interleaving
- Melinex – A4+ size
- Microfibre cloths- for cleaning objects
- Refuse sacks
- Mobile humidifiers
- Complete disaster kits

Please note in relation to this document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

3.2.2 Delivery Locations

Delivery will usually be to the NMI facility in Swords but may be to any NMI location listed in Section 2.

3.2.3 Response Times

Deliveries should usually be within the following timelines:

Emergency (e.g. flood)	1-2 days
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General	1 week
Specialist packaging	4-6 weeks

3.2.4 Placing and tracking of orders

Applicants should provide details of their order tracking mechanism and how the Contracting Authority can place and track orders.

3.3 Duration of the DPS

The DPS will be established for seven (7) years. The DPS will be continually open for access. Should the DPS cease to operate, all members will be notified via www.etenders.gov.ie. This will not affect the delivery of any contracts awarded under the DPS.

3.4 Estimated Value of the DPS

The level of expenditure cannot be guaranteed in any given year. However, the estimated total value of any purchases pursuant to the DPS is approximately €40,000 - €80,000 (ex. VAT) per annum.

It is emphasised, however, that these figures are provided strictly for indicative purposes only as there is no guaranteed expenditure.

NMI reserves the right to increase the value of this DPS via the publication of a PIN (prior information notice) as necessary and at its discretion.

3.5 Admission to the DPS

Admission to the DPS for each Lot will be conditional upon the successful Applicants providing a current Tax Clearance Certificate and evidence of insurance.

Admission to the DPS will also be subject to the Applicant passing all of the criteria on the basis of meeting all minimum qualifying requirements set out in Appendix A.

The Contracting Authority may request samples of goods and/or may request a meeting with a supplier in order to clarify any aspect of their submission prior to admission to the DPS.

3.6 Awarding Contracts Under the DPS

Qualifying for a DPS, does not constitute an award of a contract nor does it indicate that any contract will be awarded. When contracts arise over the duration of the DPS they may be awarded as follows:

- (a) For goods with a value of less than €5,000 (excl. VAT) contracts may be awarded directly by the application of specific criteria (e.g. availability of products) by inviting the most appropriate member of the DPS to submit a tender offer on foot of an invitation to tender;

- (b) For goods with a value above €5,000 tenderers, at least three (3) members of the DPS will be invited to provide a quotation, (subject to that number qualifying). The DPS members to be invited to provide a quotation will be identified by: selection of the three (3) most qualified and suitable members of the DPS;
- (c) For goods of any value below €5,000, the DPS members may be invited to provide a quotation to identify the most qualified and suitable members of the DPS at the discretion of the contracting authority.

In the case of request for quotation, the DPS members shall be invited to tender on the basis of a specification. Contracts will be awarded to the most economically advantageous tender evaluated using the specific award criteria, which will be made known to those invited to participate in the mini-tender.

3.7 Fees and Inclusive Rates

Applicants should note that all fees will be determined on a contract-by-contract basis and will be paid on an all-inclusive rate. Additional payments for travel and subsistence will not be made under any circumstances.

4. Instructions to Applicants

4.1 Queries

An Application means the submission by an Applicant of a completed Qualification Questionnaire and associated appendices.

Every effort has been made to ensure that this Document contains all the necessary information for the completion of applications. The Contracting Authority does not warrant or represent that this Document, or any other information given to Applicants, is accurate or complete. No liability is accepted for any error or omission (negligent or otherwise) in this Document or any other information given to Applicants.

Requests for additional information and clarification on any matters must be made by via e-mail to the messaging portal on eTenders on www.etenders.gov.ie. All clarifications/additional information will be issued via the etenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the etenders website.

4.2 Completing the Qualification Questionnaire

When completing the Qualification Questionnaire, which is attached to the etenders notice as separate documents, applicants should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to DPS. In order to ensure that entry to the DPS is fair and consistent to all Applicants, you are instructed to respond to the technical questions by giving details of your skill and experience, accurately, honestly and succinctly.

Where a 'Rule' is associated with a particular criterion, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

The Qualification Questionnaire must be completed in English or Irish and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided, or the documents will not be considered during the evaluation process.

All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

Applicants for qualification may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful may be required to establish legal personality in order to enter into a contract.

The Contracting Authority reserves the right, subject to procurement regulations and directives, to request clarification of any matter set out in your responses to the Qualification Questionnaire or to request additional information from a Service Provider after the date for submission of completed Qualification Questionnaires has expired.

This document is not a contract, or part of a contract, or an offer to make a contract. The procuring entity has no obligation to enter into a contract with any Applicant.

The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its

Application or otherwise. Further, the Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by the Contracting Authority. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an application or in participating in this process and competition.

4.3 Submission of Applications

Applications must be submitted electronically via www.etenders.gov.ie only. The Contracting Authority is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

1. Accessing documents

It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition click on the "Expression of Interest" in the drop down menu
- (e) Complete the "Association with the CfT" tab.
- (f) This will then provide you with a link to "Tender" under the Show CfT Menu

2. Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:

If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names. It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

The subject line should read: **‘Response Document for Conservation Grade Supplies.’**

The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applicants should zip their response using the **DPS Response Document** as a **SINGLE FILE, if possible, which is clearly labelled, page numbered and indexed.**

Applicants must ensure that they give themselves sufficient time to upload and submit all required documentation before the initial closing date/time if they wish to be considered for the initial work to be awarded under the DPSs.

It is the responsibility of the Applicant to ensure that their application is complete and is uploaded by the designated deadline. **Applications that are received late or via other means may not be considered for the initial contracts to be awarded under the DPS.**

The closing date for initial work to be awarded under the DPSs is Tuesday 17th November 2024.

4.4 Opening Date for Applications

Applications will be evaluated in accordance with the selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

4.5 Discrepancies Between Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

4.6 Interference

Any effort by the Applicant to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application 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.

4.7 Inducement to Purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant 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 the Contracting Authority, or
- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

4.8 Currency and Payment

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful DPS member. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

4.9 Conflict of Interest

Any conflict of interest involving an applicant (or applicants in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the applicant and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of a bid and prior to admittance to the DPS. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

4.10 Freedom of Information

Applicants should be aware that, under the Freedom of Information Act 2014, information provided by them at any stage during this Competition may be liable to be disclosed. Applicants are asked to consider if any of the information supplied by them in response to this request should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by applicants, either in response to this request or while any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

4.11 Tax Clearance Certificate

It will be a condition of award of contract that the successful DPS member shall, for the term of such contract(s), comply with all EU and domestic tax laws. Applicants are referred to www.revenue.ie for further information. Prior to the award of any contract arising out of this competition, the successful Applicant may be required to supply its Tax Clearance Access Number and Tax Reference Number, if not already available, to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful DPS member, acknowledges and agrees that the Contracting Authority has the permission of the successful DPS member to verify its tax cleared position online.

4.12 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

4.13 Change in the Composition of the Applicant

The Contracting Authority reserves the right, but is not obliged, to disqualify any Applicant that makes any change to its composition after submission of a Qualification Questionnaire. However, Applicants are entitled to reapply on basis of a new membership structure in the case of consortiums or groupings. It should be noted that lead applicant cannot submit under more than one application.

4.14 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

4.15 Notification of the Evaluation

All Applicants will be informed of the outcome of their applications following evaluation and any necessary clarifications. Potential outcomes can be:

- (a) Letter of Intent of Admittance to DPS
- (b) Letter of Regret

Note: Unsuccessful Applicants may re-apply at any time.

4.16 Policy on Personnel Debriefings

Based on the provision of the information to unsuccessful applicants as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful applicants.

4.17 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

4.18 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

4.19 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

4.20 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

4.21 Accessibility / Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

4.22 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

4.23 Late Payment

The Contracting Authority operates in accordance with Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

4.24 Data Protection

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

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

The tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the "Declarations" section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data

is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the tenderer in this Competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

4.25 Responsibility of the Successful Parties

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.

Appendix A: Questionnaire

Ref.	Pass/Fail Criteria	Pass Requirements
A1	Applicant Summary	Applicants must complete this section. If the Applicant is a grouping, then a separate questionnaire must be completed for each group member.
A2	Tax Compliance	Applicants are required to complete a Self-Declaration Form (A5). Applicants should note that if invited to tender, they will be required to provide the evidence self-declared prior to receipt of invitation to tender.
A3	Turnover	
A4	Insurance	
A5	Self-Declaration of Financial Information	Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified.
A6	Declaration of Bona Fides	Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified.
A7	Health & Safety	Applicants must demonstrate compliance with all the relevant Health and Safety legislation. The Contracting Authority reserves the right to seek further information to verify compliance.

A8	Environmental Systems	Applicants must demonstrate compliance with all the relevant Environmental legislation. The Contracting Authority reserves the right to seek further information to verify compliance.
Technical Criteria		
B1	Previous Experience	Applicants should refer to instances within the previous three years which demonstrate that they have successfully delivered goods of a comparable nature on two (2) occasions.
B2	Product Availability	Applicants must provide information on the range of goods they can supply and provide information in relation to how customers or
B3	Delivery Locations	Applicants must confirm their ability to deliver to locations set out in this invitation document
B4	Response times	Applicants must confirm they can meet the Contracting Authority timelines
B5	Placing and Tracking of orders	Applicant must provide information in relation to how orders may be placed and tracked.

PLEASE COMPLETE THE SEPARATE DPS RESPONSE DOCUMENT