



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

OPEN PROCEDURE

REQUEST FOR TENDER

SINGLE-OPERATOR FRAMEWORK AGREEMENT

Scope of Framework	
Single Party Framework Agreement for the Control of Weeds on Roads in Dublin City Council 2026-2029	
Procedure	
Open Procedure	
Key Dates	
Issue Date	Friday 4 July 2025
Closing Date for Queries	Wednesday 17 September 2025 at 12.00 Noon (Irish time)
Closing Date for Tender Submissions	Wednesday 1 October 2025 at 12.00 Noon (Irish time)
Contact for Queries	
Via www.etenders.gov.ie only	
Format for submission of tenders – <u>use the Tender Response Document</u>	
Via www.etenders.gov.ie only	
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. This Invitation to Tender shall be interpreted in a manner consistent with Irish and EU rules on public procurement.	

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1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Dublin City Council herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Dublin City Council is the largest Local Authority in Ireland, employing approximately 5,900 staff. The 2025 Revenue Budget amounts to €1.48 billion, while the three year Capital Programme 2025 to 2027 amounts to €3.348 billion

The Council provides a wide and diverse range of services to the citizens of Dublin City (population in excess of 500,000), to businesses and to visitors to the city. Activities are carried out in both the physical works area (e.g. provision and maintenance of housing, roads) and in the areas of arts, sports, recreation and social services (e.g. libraries, sports facilities parks, community development and housing welfare services). The City Council also provides emergency services through Dublin Fire Brigade.

Council facilities are spread geographically throughout the city and are also located outside the Dublin City Council area. The Council headquarters are located at Wood Quay, Dublin 8.

Dublin City Council is responsible for the social, economic, infrastructural and cultural development of the city. The range of services provided by Dublin City Council could best be summarised by listing the programme group structure used by central government to classify the activities of all local authorities as follows:

- Housing & Building
- Road Transportation & Safety
- Development Incentives & Controls
- Environmental Protection
- Recreation & Amenity
- Education, Health & Welfare
- Miscellaneous Services

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

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

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.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the 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.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

This competition relates to a

Single-Operator Framework

Established with one economic operator, thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework

2.2 Scope of Requirements under the Framework

Details of Initial Contract

Dublin City Council proposes to award a Single Party Framework Agreement for four years, for the provision of weed control service. The successful tenderer must treat **visible** growth as specified within the Framework. Dublin City Council are seeking tenders for alternative methods for the control of weeds other than the use of glyphosate on hard surfaces. ie footways (where Glyphosate is referred to in these tender documents this implies glyphosate in use as a herbicides or pesticides)

Dublin City Council wishes to establish a Single-Party Framework agreement for the provision of a service for the control of weeds on footways, medians and other areas taken in charge by Dublin City Council for four years. An initial contract will be awarded for one year, subject to demand and availability and this may be extended at the sole discretion of Dublin City Council for a period of 3 years.

Prices will be fixed for the first year 2026 as per submitted rates in the Pricing Schedule (Item No. 1, 2, 3 and 4). For 2027 (including 2028 & 2029) prices will be fixed as per the submitted rates in the Pricing Schedule for 2026 and will be adjusted in accordance with the Consumer Price Index (baseline date is the latest date for submission of this tender)

Your tender will not be considered if you fail to insert a sum for each item (1 to 4) in the Tender Response Document (TRD).

If, in the Contracting Authority's opinion the tendered sums do not reflect a fair allocation the Contracting Authority may require the Tenderer to provide a breakdown to show a fair allocation. If, having considered the information provided, the Contracting Authority is of the opinion the tendered amounts are low the Contracting Authority may reject the Tender.

The estimated value of the Framework Agreement (four years) is €4,000,000 for the whole duration.

The overall length of roads requiring treatment as part of this contract in 2026 is 480km. Please refer to Appendix A for a list of roads to be treated in 2026.

The Framework is for use wholly for the roads in the Dublin City Council Administrative Area. (See drawing RM37333). A list of all roads in the Dublin City Council Administrative is contained in Appendix B. This list may be used for additional treatments on roads required. Appendix B also includes a list of all roads and their Impact no.

(Note there are in total 1196km of roads in Dublin City Council Administrative Area)

Dublin City Council Road Maintenance will act as the Client.

As part of Dublin City Council Biodiversity Action Plan the following quantities in Table A below must be treated over the duration of the Framework. (where Glyphosate is referred to in these tender documents this implies its use in herbicides and pesticides in line with Dublin City Council Biodiversity Plan) Note Dublin City Council are seeking alternatives to Glyphosate.

Treatment Method for the Control of Weeds	2026	2027	2028	2029
Total Weed Control (ref to 2.3) using Alternative Method(s) to Glyphosate based herbicide -	480km	480km	480km	480km

Table A (based on lengths of roads)

Notes:

With reference to Table A above, Dublin City Council may at its discretion increase or decrease the length of roads to be treated annually in years 2026, 2027, 2028 and 2029. The tenderer must take consideration of this in the rates submitted in their Form of Tender (including Sample Schedule of Rates) in the Tender Response Document.

Dublin City Council reserves the right to terminate the Framework Agreement at any time if the delivery of the service is not being provided to an acceptable level as per the conditions laid out in the 'Performance review, Termination and Payment' (Section 3.9). Dublin City Council also reserves the right to clarify with all or any of the tenderers any aspect of the submission.

The Council will appoint only one Tenderer. Dublin City Council is using the OPEN procedure for the award of this Framework Agreement.

The tenderer(s) who has submitted a responsive tender and have passed the selection criteria will be considered for the award of the Framework Agreement for the Control of Weeds in Dublin City Council.

The Framework Agreement will be awarded on the basis of the most economically advantageous tender in accordance with the following award criteria:

- Methodology for the Delivery of Service
- Ultimate Cost

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual Framework Agreements may or may not be awarded. In the context of a single-party framework agreement, the successful framework member does not have to compete for a new Framework Agreement. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of services from a particular economic operator. Indeed, Dublin City Council reserves the right to operate outside of the framework agreement at its discretion; particularly should it become apparent that doing so would offer greater value for money or if a more environmentally friendly product or mechanism of application becomes available.

Details of additional contracts under the Framework

Additional contracts falling under the scope of the framework agreement may be awarded as requirements arise.

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

2.3 Detailed Specification of Requirements

DEFINITIONS & REFERENCES

- I. Road: A way for all types of traffic (roadway, laneway and footway).
- II. Roadway: That part of a road constructed for use by vehicular traffic typically between the kerbs.
- III. Footway: That portion of any road primarily for use by pedestrians.
- IV. Laneway: That portion of road located normally at the back of houses or buildings, which could provide pedestrian and/or vehicular access.
- V. A 'weed' is as defined in the 'Control of Weed Growth on public footways and highways' published by The Chartered Institution of Wastes Management, latest edition.
- VI. Please note in relation to all documents that where reference is made to a particular standard, make, source, process, trademark type or patent that this is not regarded as a de facto requirement. In all cases it should be understood that such indications are

to be treated strictly and solely for reference purposes only, to which the words 'or equivalent' will always be appended.

REQUIREMENTS

Dublin City Council are seeking tenders from competent tenderers to remove visible weeds.

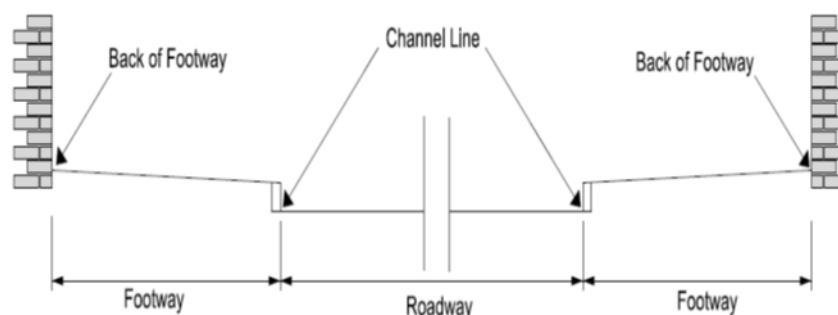
The work included in this contract covers the control of weeds in the Dublin City Council Administrative Area:

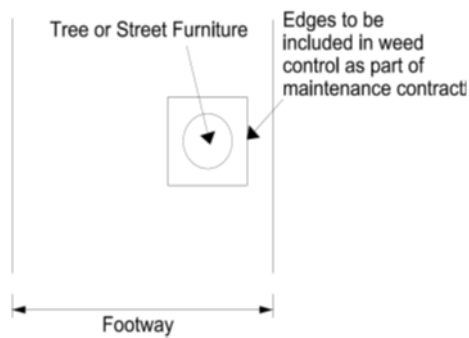
- the whole width of the footway to the kerb including to the rear of footways abutting brick, stone or other types of wall.
- hard areas of traffic islands and central reservations
- pedestrian precincts
- the bases of street furniture including safety fencing and pedestrian guard railing
- tree bases in the footway

Control of weeds must take place between April and July. Additional treatment may be necessary as required. Some areas may require a second or third treatment in August/September. This must be included in the Lump Sum and Schedule of Rates (Ultimate Cost) submitted by the competent successful tenderer in the Form of Tender. The geographical extent of this Framework Agreement includes the area inside the Dublin City boundary. The overall length of roads requiring treatment (Total Weed Control as below) as part of this contract in 2026 is 480km as per Table A.

There are an estimated 21,500 trees on public roadways/footpaths in the whole of city council's administrative area. The onus is on the tenderer to check the lengths of medians, roadways, footways, traffic islands and no. of trees, street furniture (which includes sign poles, traffic lights, seats/benches, telephone boxes, sculptures, street lighting columns and bollards etc.) for the roads/streets listed in Appendix A (and Appendix B). The tenderer must allow for this in their Ultimate Cost.

Total Weed Control is required (in the case of insitu concrete and asphalt pavements) for the **entire width of the footway (as per Figure 1)**, around trees and street furniture etc.. in the footway/roadway. **It must be assumed that a footway is located either side of a roadway and laneway, as indicated below. Note where a length of road is given this assumes that both sides of road require treatment.**





The tender price must include the cost for maintaining a weed free strip (not less than 250mm and not greater than 400mm) around the base of trees (750mm diameter), streetlights along the base of walls and bollards on the footway.

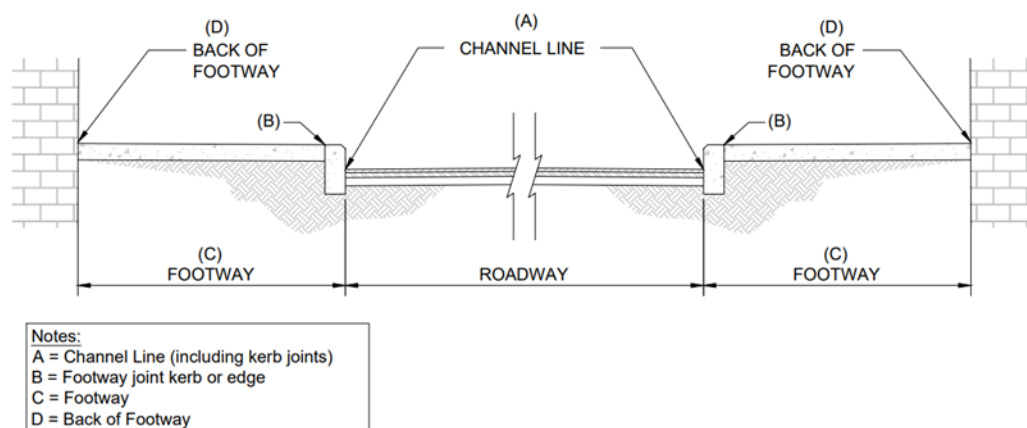


Figure 1

The Rate must include for the treatment of weeds in:

- Location B and D (both footways)
- Location A (both channel lines)

Where Area contained within A-D and is made up of modular paving / paving slabs (concrete or granite) / brick paving, rate must be included as per item 3 in the Sample Schedule of Rates in the Tender Response document. **Note no modular paving is included in Item 1 in the Tender Response Document. Item 1 only contain 480km roads that are Impact 1 and 2 (as contained in Appendix A)**

All Item rates must include for:

- Weeding around and between all fixed obstacles, street furniture and Tree Pits.
- All costs and expenses associated with disposal of work materials if using mechanical means
- Pre-site inspection to identify any Invasive Weeds (reference 'Dublin City Invasive Alien Species Action Plan 2016-2020')
<https://www.dublincity.ie/residential/parks/strategies-and-policies/invasive-species-action-plan-2016-2020>
- All costs and expenses in connection with delays or returns to depot due to inaccessibility caused by adverse weather conditions or poor ground conditions.
- All costs and expenses in connection with programming work and maintaining records.

No deductions shall be made for:

- Road openings
- Road junctions
- Maintained sections

Note: payment shall be made only once for each area or length successfully treated regardless of the frequency of treatment.

Note if the tenderer is proposing a mechanical method for the removal of weeds the tenderer must include for the collection and disposal off the weeds at a licenced facility.

Note if the tenderer is proposing a mechanical method, the selected tenderer must provide the most efficient manual/mechanical resources to scuffle, dislodge, brush, strim, remove and dispose of weeds and moss using the best equipment available and in a non-intrusive way. All weeds must be disposed at an approved waste facility via the use of identified vehicles. All disposals at approved waste facilities will be at the contractor's expense.

If the Tenderer proposes more than one alternative method, the Tenderer can decide in what areas he will use each treatment method. This must be based on the quantities in Table A. Note Appendix A contains a list of all the Impact 1 and 2 roads in the Dublin City Council Administrative Area. Only 480km (as per Table A above) of these roads will be treated each year based on the following:

Central Area	16%
North Central Area	33%
North West Area	12%
South Central Area	14%
South East Area	25%

Works must take place during the growing season. Each Area Office will nominate the roads to be treated based on Appendix A and the percentages above (eg Central Area 64km).

Weed Control and Alternative Methods (other than Glyphosate Herbicide Application which cannot be proposed) (refer to Table A) - The Service must consist of treatment early in the growing season, followed by at least two subsequent inspection visits with follow up treatments as required, to maintain all areas free of weeds for the duration of the growing season.

Dublin City Council are seeking alternative methods to Glyphosate Herbicide based products that takes account of the following:

- Environmental Credentials (green features which maybe monitored over the course of the contract in order to improve performance)
- Effectiveness

The alternative method must not cause damage to property boundary walls, trees or vehicles.

The tenderer must obtain all applicable licencing/permits for the particular method they propose and this must be included for in their rates. (eg stand pipe licence, waste disposal etc..) The successful tenderer will be required to submit evidence verifying this prior to award of contract.

Note the successful tenderer must take careful consideration of Section 3.9 Performance Review.

In addition to the above, it must be assumed that certain footway areas contain modular paving (concrete flags and blocks, granite flags and blocks, granite kerbs) and that these areas require treatment over its ENTIRE area. (not just the back of footway and channel line). Tender Response Document - See rate in 'Sample Schedule of Rates for Weed Control' Item no. 3.

The successful Tenderer must provide a programme showing the proposed times of work and locations that are proposed to be treated each day. This must be kept up to date and the Client must be informed on a daily basis if there are any changes. The successful Tenderer must be capable of storing any data that is necessary for the contract.

Records must also include as a minimum date and time when a road was treated, personnel utilised, GPS records of any vehicle used, quantities of material utilised.

Carbon Emissions

The successful tenderer is required to provide the following information on a monthly basis:

a) Service Activities:

The Contractor shall provide either (a) a record of hourly fuel use or (b) a record total fuel use for each activity per site

i. Energy Types:

ii. Units: kilowatt-hours (kWh), Tonnes and Litres as appropriate to the fuel

b) Construction Worker travel to site

Worker Travel - The Contractor shall provide the necessary data for all relevant modes of transport.

c) Construction Waste

Waste activities - The Contractor shall provide the necessary data for all relevant waste types, waste routes, transport modes and distances.

The successful Tenderer must undertake at least two no. inspections of areas treated.

Any indication of weed growth observed during these inspections must be rectified by the successful tenderer by means of further weed treatment.

The successful Tenderer must record any of the following species that may occur: Japanese Knotweed, Giant Hogweed, Himalayan Balsam, Giant Rhubarb, Montbretia, Winter Heliotrope, Old Man's Beard, Rhododendron, Buddleia, Three-Cornered Leek, Spear Thistle, Creeping Thistle, Common Ragwort, Curled Dock and Broad-Leaved Dock.

The Tenderer is advised that all Services must be carried out in accordance with the "Directions for the Control & Management of Roadworks in Dublin City, 2010.DOC",

Traffic Impact Number	Times During which Roadworks <u>may be</u> Carried Out	
	<i>(Note: additional restrictions may be imposed by the Roadworks Control Unit in particular cases)</i>	
1	Mon – Fri	08.00 – 23.00 hrs
2	Mon – Fri	08.00 – 23.00 hrs
3	Mon – Wed	10.00 – 16.00 hrs & 19.30 – 23.00 hrs
	Thursdays	10.00 – 16.00 hrs, & 21.00 – 23.00 hrs
	Fridays	10.00 – 15.00 hrs, & 21.00 – 23.00 hrs
	Sat & Sun	09.00 – 23.00 hrs
	Public Holiday	09.00 – 23.00 hrs
4	Mon – Wed	19.30 – 23.00 hrs
	Thurs & Fri	21.00 – 23.00 hrs
	Sat & Sun	09.00 – 23.00 hrs
	Public Holiday	09.00 – 23.00 hrs
5	Mon – Wed	19.30 – 23.00 hrs
	Thurs & Fri	21.00 – 23.00 hrs
	Saturday	09.00 – 12.00 hrs & 18.30 – 23.00 hrs
	Sunday	09.00 – 23.00 hrs
	Public Holiday	09.00 – 23.00 hrs

The Tenderer is advised of Chapter 8 and must consider this in their Ultimate Cost. The directions in Chapter 8 outline temporary traffic measures which must be used at roadworks sites to warn, inform and guide road users safely through or around the works, the circumstances in which roadworks traffic signs and other road traffic signs may be used and guidance on the technical and other standards to be followed when they are being provided’.

‘This chapter has had a substantial update along with the introduction of separate supporting guidelines on:

- (1) Temporary Traffic Management Design;
- (2) Temporary Traffic Management Operations.

These documents provide guidance on planning, implementation, maintenance, modification and removal of Temporary Traffic Management measures at roadworks sites’.

The Department of Transport, Tourism and Sport (DTTS) <https://www.trafficsigns.ie/> have updated the Traffic Signs Manual, Temporary Traffic Management Design Guidance* and Temporary Traffic Management Operations Guidance* which includes the following documents:



The Tenderer is advised that all Services must be carried out in accordance with requirements of the following legislation:

- 1) Safety, Health and Welfare at Work Act, 2005;
- 2) Safety, Health and Welfare at Work (Construction) Regulations, 2013;
- 3) Safety, Health and Welfare at Work (General Application) Regulations, 2007;
- 4) Safety, Health and Welfare at Work (Chemical Agents) Regulations, 2001;
- 7) European Communities (Authorisation, Placing on the Market, Use and Control of Plant Protection Products) Regulations, 2003.

In addition, it is also recommended that the Health and Safety Authority's 2007 Code of Practice for the Safety, Health and Welfare at Work (Chemical Agents) Regulations is consulted. This is not an exhaustive list.

All Services must be in accordance with the Road Traffic Acts and Road Traffic (Traffic and Parking) Regulation.

The Tenderer must ensure that the relevant land uses are taken into account when carrying out the work.

- Hazardous junctions
- Hazardous entrances
- Roads
- Residential Areas
- Schools / Colleges/ Churches
- Bus Stops / Coach Parking / Pay and Display

Other possible Risks" anticipated for these works include below:

1. Risk from chemical or biological substances where the risk is particularly aggravated

2. Work involving the Risk of Drowning where the risk is particularly aggravated
3. Work in or adjacent to a live area where contact and interaction with users, staff and public is possible
4. Work involving interaction with live traffic

2.4 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings;

The successful tenderer must have a dedicated supervisor with their crews at all times that is responsible for overseeing all Health and Safety matters and monitoring, tracking and reporting the work. The dedicated supervisor must be known in advance to the Dublin City Council personnel overseeing the contract. Any changes to the dedicated supervisor personnel must be made known at least 24 hours in advance. The dedicated supervisor's role is to manage and oversee the work crews and not participate in weed removal

NOTE: Tenderers should note that contract management activities will be non-billable.

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	Friday 4 July 2025
Closing date for Queries	Wednesday 17 September 2025 at 12.00 Noon (Irish time)

Closing date for Receipt of Tenders	Wednesday 1 October 2025 at 12.00 Noon (Irish time)
Clarification / verification meetings (if anticipated)	
Award decision	December 2025
Framework Agreement Commencement	April 2026

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavor to run the process to this timetable, but this cannot be guaranteed

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.2 Duration of the Framework Agreement

The framework agreement will be for a period of four(4) years.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €4,000,000 excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

3.4 Awarding Contracts under the Framework Agreement

In the case of a single-operator framework agreement, contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

3.5 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions in Appendix C.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

In addition to the Framework Terms and Conditions, Tenderers are required to read the General Terms and Conditions for Services 2021 and indicate their acceptance thereof as part of their tender submission.

3.7 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period of twelve (12) months. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.8 Pricing

Prices quoted shall remain firm for the first twelve (12) months.

Thereafter quoted prices will only be considered for review in consultation with appointed Dublin City Council personnel, any increases will not exceed inflation as per CPI.

All prices quoted must be inclusive of all charges, insurances and any duties, taxes or levies other than VAT.

All prices quoted to be exclusive of VAT.

The lowest cost valid tender will receive the maximum score achievable under the heading Ultimate Cost Score. The methodology for calculating Ultimate Cost Score is outlined in Section 5.1.

3.9 Performance Review, Termination & Payment (valid for all methods of control of weeds).

Invoices shall be submitted by the successful tenderer on the basis below. All official invoices must quote a Dublin City Council purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier unpaid.

PERFORMANCE REVIEW, TERMINATION AND PAYMENT (Valid for all Methods for the Control of Weeds)

Performance Level Stage 1 – First Treatment

No payment will be made until the audit process as outlined has passed certain checks. In order to comply, a system of joint inspections will be undertaken 1 to 2 weeks after the first treatment. The successful Tenderer must contact the nominated personnel in Dublin City Council (at least five number persons based in different geographical areas - see attachment showing the 5 no. administrative areas -see drawing RM37333) when it is considers that the weeds have been eliminated and a geographical area is ready for inspection.

Names of the Nominated personnel in Dublin City Council will be given on the award of the Framework Agreement. Nominated personnel in Dublin City Council will pick roads at their discretion from the list given in Appendix A. A minimum of 5% of the roads will be audited. Dublin City Council will select the date and time when these inspections will be carried out. This will be done within one week after being notified. The performance of each street/road audited (based on a 400-metre length of road) will be marked based on the following criteria contained in Table B below:

Zero Compliance	Low Compliance	Medium Compliance	High Compliance
15 or greater number of individual weeds found on an individual road/street each of 15 weeds found in separate locations*	9-14 individual weeds found on an individual road/street each of the 9-14 weeds found in separate locations*	4-8 individual weeds found on an individual road/street each of the 4-8 weeds found in separate locations*	1-3 individual weeds found on an individual road/street each of the 1-3 weeds found in separate locations*
One warning notice	Five incidents of low compliance is equivalent to one warning notice	10 incidents of medium compliance is equivalent to one warning notice	

Table B

*Location more than half a metre apart

The successful Tenderer must rectify compliance issues that arise in accordance with Table B. When the Nominated personnel in Dublin City Council are satisfied that the work is satisfactorily completed payment of 60% of the original Tender Sum for that year will be made (as contained in Appendix A). This payment cannot be made until all the nominated personnel in each of the geographical areas are satisfied.

Failure will be deemed:

If the successful Tenderer:

1. receives one to two Warning Notices during the calendar year the Successful Tenderer has 4 weeks to rectify the situation and invite the Employer to re-examine any road/street anywhere in the failed geographical area.
2. receives three Warning Notices the Employer may temporally remove the Tenderer from the Framework Agreement until the Tenderer can demonstrate compliance.
3. receives four Warning Notices the Employer may terminate the Framework Agreement.

Performance Level Stage 2

Authorisation for the release of the remaining 40% of the original Tender Sum (as contained in Appendix A) will not be made until the nominated personnel in Dublin City Council have analysed all complaints received from the public and councillors and is satisfied that their geographical area is weed free (in accordance with Table B). This payment will not be made

before the 15th September for that year. The Successful Tenderer must be available for joint inspections if requested. The remaining payment cannot be made until all the nominated personnel in each of the geographical areas are satisfied.

Detailed invoicing arrangements will be agreed with the successful tenderer.

3.10 Review of Supplier Performance

The successful tenderer will be appointed for a probationary period of 12 months, during that time the supplier will be assessed based on various relevant criteria. At the end of the 12 months probationary period, the contract will either be allowed to continue if performance has been satisfactory, or terminated if it has not and supplier shortcomings cannot be addressed.

In the event that the contract is continued, the contract will be subject to a further official review every 12 months thereafter and will only be continued subject to satisfactory performance. In the event that the contract is terminated Dublin City Council reserves the right to revert to the tenderer who finished in second place (depending on said tenderer demonstrating continued compliance with all stated evaluation criteria) in this competition.

Supplier performance will however be continually monitored over the term of the contract. *Quality of service (in relation to 3.9 above) and cost competitiveness will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

3.11 Termination of Framework / Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

4. SELECTION CRITERIA

The Contracting Authority is using the **open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

Alternatively, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Section 4.2

4.1 Relying on the Standing of Other Entities

Tenderers are reminded that they may rely on the resources of other entities to establish the 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.

Please refer to section 1.2 for further details.

4.2 General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Declarations	
Tenderers must complete, sign and date the Declaration relating to the following contained in the Tender Response Document. This must be completed by each group member.	
Tenderers may be excluded from participation based on the responses made in the Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading.	
• Declaration of Bona Fides as per Article 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016. • Declaration regarding compliance with relevant Statutory Obligations. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required. • Article 5k Declaration regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.	
Financial	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Turnover	Confirmation that the tendering party turnover exceeded €1,000,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Product Liability - € 6.5 million • Professional Indemnity - € not applicable • Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination) - € not applicable. • Cyber Liability - € not applicable Insurances provided by vendors must be authorised for this jurisdiction.
	The Employers Liability, Public Liability and Products Liability insurances must include a notation of an Indemnity to Principals clause or otherwise for the Council to be specifically indemnified]

4.3 Technical Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Manpower Levels	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	Minimum Number
Must submit a statement showing details of organisational structure, current manpower levels, staff turnover level, skills base (including a breakdown of the key positions/skills). Tenderer must demonstrate adequate organisational resources to fulfil contract requirements	[6 no. personnel as per follows: 1 no. Supervisor as described in the 2.4 of the RFT) 1 no. Traffic Management Designer (Certificate in Temporary Traffic Management Design (Level 1 and 2 Roads) and Inspection) 1 no. CSCS (Signing Lighting and Guarding Cardholder on Roads) 3 no. Operative trained to undertake methodology chosen for the control of weeds
Previous Contracts / Experience	
Tenderers must provide information clearly demonstrating successful delivery of 2 number] previous comparable contracts / experience, involving the following features:	
Similar type weed control contracts or similar type works (including contact details of the Client) of a similar size and scale to the one being tendered for by the candidate in the last four years. Details must include a description of the contracts in question, the precise services supplied and how the contract was managed. Please complete the TRD.	

Health & Safety

Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

Quality Assurance

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD

Environmental Management System

Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether 3rd party certified or in-house. Please complete the TRD

5. AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	40%	4000	2400
Title	Proposed Solution - Effectiveness and Environmental Credentials		

Description	Tenderers must provide details for the Alternative Method(s) to Glyphosate based herbicide proposed. This must include evidence to demonstrate the effectiveness and environmental credentials of the proposed method(s) including plant/equipment and labour and carbon emissions. Tenderers must provide details how they propose to ensure that environmental sustainability and ethical issues are promoted during the course of this contract and indicate how any negative environmental and ethical impacts are restricted.		
Criterion B	Weighting	Maximum Marks	Minimum Marks
	20%	2000	1200
Title	Proposed Methodology for Delivery of Service - Requirements of Tender Documents		
Description	Tenderers must provide a statement providing details of how they propose to deliver the requirements set out in the Scope of Tender and Specification of Requirements. This must include, proposed outline programme, record-keeping and information provision to Client, methodology, performance, audits, proposed, hours of work, the names, relevant qualifications and expertise of the team assigned to carry out the Service and quantity of materials used • post and pre-emergence application. (Performance Level Stage 1 and Performance Level Stage 2 as per RFT 3.9)		
Criterion C	Weighting	Maximum Marks	Minimum Marks
	10%	1000	600
Title	Proposed Traffic Management		
Description	Tenderers must identify specifically how you will comply with the Road Traffic Act and Road Traffic (Traffic and Parking) Regulations in relation to work on the footway for each treatment method proposed. For all proposed alternative treatment method(s) Tenderers must provide a specific method statement, risk assessment and traffic Management Plan must be submitted outlining how you propose to control weeds at the following locations: 1. O'Connell Street from Abbey Street to O'Connell Bridge), Dublin (footway and Median as per Service Requirements) see drawing RM26254		

	– using your one alternative method proposed to Glyphosate based herbicide.														
	2. De Courcy Square see drawing RM26255 – using one alternative method proposed to Glyphosate based herbicide.														
Criterion D	Weighting	Maximum Marks	Minimum Marks												
	30%	3000	Not Applicable												
Title	Cost Criteria - Ultimate Cost														
Description	Tenderers must fully complete the cost criterion D in the Form of Tender and Schedule. The Tenderer must provide a detailed breakdown of costs. The Ultimate Cost refers to providing' total weed control as per the information as outlined in the tender documents. For tender assessment purposes, the Ultimate Cost is the following; Lump Sum Total (as per amount inserted for Item 1 in the Tender Response Document) + Schedule of Rates Total (Item 2* + 3 + 4) = Ultimate Cost *Eg Item 2 Schedule of Rate = Rate as inserted for Item 2 in the Tender Response Document x Quantity for Item 2 noted in the Table below The following quantities will be used in the Sample Schedule of Rates in the Tender Response Document to calculate the Schedule of Rates Total. <table><tr><th>Item No.</th><th>Description</th><th>Quantity</th></tr><tr><td>2</td><td>Provide total weed control along both the roadway channel and the back of the footway (assume Impact 3, 4 and 5 roads)</td><td>10,000m</td></tr><tr><td>3</td><td>Provide total weed control on modular pavements, car parks, medians, traffic islands, tarmac areas etc. (assume Impact 4 and 5 roads)</td><td>10,000m²</td></tr><tr><td>4</td><td>Provide weed control along the back of the footway (assume Impact 1 and 2 roads)</td><td>24,000m</td></tr></table>			Item No.	Description	Quantity	2	Provide total weed control along both the roadway channel and the back of the footway (assume Impact 3, 4 and 5 roads)	10,000m	3	Provide total weed control on modular pavements, car parks, medians, traffic islands, tarmac areas etc. (assume Impact 4 and 5 roads)	10,000m ²	4	Provide weed control along the back of the footway (assume Impact 1 and 2 roads)	24,000m
Item No.	Description	Quantity													
2	Provide total weed control along both the roadway channel and the back of the footway (assume Impact 3, 4 and 5 roads)	10,000m													
3	Provide total weed control on modular pavements, car parks, medians, traffic islands, tarmac areas etc. (assume Impact 4 and 5 roads)	10,000m ²													
4	Provide weed control along the back of the footway (assume Impact 1 and 2 roads)	24,000m													

The rates submitted by an applicant for the quantities used in the 'Sample Schedule of Rates' will be applied to calculate the 'Schedule of Rates Total'

NOTE 1: Tenderers should note that they must achieve a minimum rating of 60% for criteria (A), (B), and (C) in order to avoid elimination from the competition. Please note that in relation to criterion (D – Cost Criterion), tenders will be scored in inverse proportion to the maximum score, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

NOTE 2: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 3: Tie-Break Rules: MEAT Assessment

In the event that there are two or more highest ranked Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer) OR there is a tie for any place on the framework agreement] the following tie-break rules will be adopted:

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

In the event the Tenderers receive the same marks for the qualitative assessment of their Tender, the Tenderer who has been awarded the highest marks for "**B. Proposed Methodology for Delivery of Service - Requirements of Tender Documents** " will be deemed the MEAT.

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

Order of Tie Break Evaluation Criteria*:

1. **A.** Proposed Solution - Effectiveness and Environmental Credentials
2. **C.** Proposed Traffic Management
3. **D.** Cost Criteria – Ultimate Cost

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

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	3000*
Formula employed	$\frac{3000*}{B} \times A$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Excellent	An excellent response very comprehensive response demonstrating excellent understanding offering full assurance to client – strongly supported
80 – 89%	Very Good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
70 – 79%	Good	A good response demonstrating a good understanding offering assurance to client – well supported.
60 – 69%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to the client – satisfactorily supported.
0 – 59%	unacceptable	
Less than 60% is unacceptable		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

5.3 Clarification / Verification Meetings

Award of contract/membership of the framework agreement may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

Refer to note re alternative meeting arrangements in Instructions to Tenderers section below.

5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being

considered abnormally low.

INSTRUCTIONS FOR TENDERERS

(a) Sufficiency & Accuracy of Tender

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

(b) Tender Documents – Ambiguity, Discrepancy, Error, Omission

Where tenderers consider that they are missing any documents which would prevent the submission of a comprehensive tender please contact Dublin City Council via the messaging facility on www.etenders.gov.ie as soon as possible.

Tenderers are required to inform Dublin City Council of any ambiguity, discrepancy or error in the Tender Documents. Dublin City Council shall, upon receipt of such notification, notify all Tenderers 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 Invitation to Tender.

(c) Submission of Tenders via www.etenders.gov.ie

Tenders must be submitted electronically via the eTenders electronic tender facility on www.etenders.gov.ie only. Only Tenders submitted through the electronic tender facility will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will not be accepted.

Please note that the eTenders electronic tender facility closes at the stated date and time precisely. It is the responsibility of Applicants / Tenderers to use the tender facility correctly, which includes taking responsibility for the safe and timely delivery of the tender.

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

The Contracting Authority will not be responsible if an economic operator fails to upload their documentation or if the uploaded file(s) is/are corrupted and cannot be read by Dublin City Council.

In order to facilitate assessment, Applicants / Tenderers are kindly requested to submit a single attachment inclusive of the completed questionnaire(s)/ tender(s) and all related appendices.

Economic Operators should note the following when making their submission:

- There is a maximum upload limit of 100MB per tender submission.

- After submitting a response, the response may be modified and re-submitted as many times as may be necessary until the CfT deadline has expired.
- The 'Submit' button will be disabled automatically upon the expiration of the response deadline.

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.

Should you experience difficulty when uploading documents or have any queries regarding the tender submission, please contact the eTenders helpdesk directly via phone +353 818001459, Email irish-eproc-helpdesk@eurodyn.com or select 'Contact Us' on the home page.

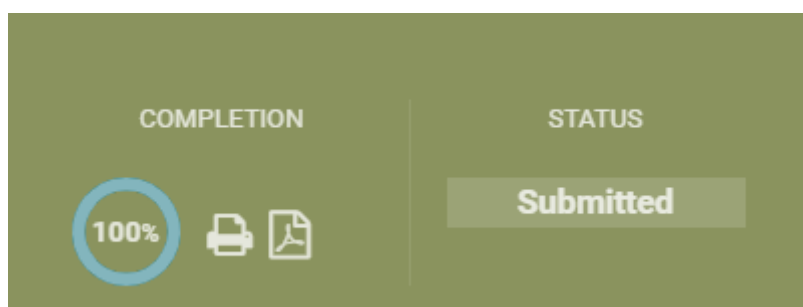
Accessing documents

In order to download all documents associated with a particular Call for Tender, Economic Operators must express an interest in the Call for Tender by associating a user from your organisation with the CfT. It is important to note that you must ensure you ASSOCIATE your company with this tender competition. 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

Submitting your Tender

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



(d) Closing date for Tenders

The closing date for tenders	Is Wednesday 1 October 2025 at [12.00] (Irish time)
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

(e) Queries

All queries regarding this tender should be submitted via the messaging facility on www.etenders.gov.ie. Please submit queries as soon as possible.

The closing date for queries	Is Wednesday 17 September 2025 at [12.00] (Irish time)
Process for submitting queries	Via www.etenders.gov.ie only

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

(f) Qualification of Tenders

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid.

(g) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

(h) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of twelve (12) months] Thereafter quoted prices will only be considered for review in consultation with appointed Dublin City Council personnel, any increases will not exceed inflation as per CPI is required, this period commencing on the closing date by which the Tenders are to be returned.

(i) Amendment of Tender Documentation

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.

(j) Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(k) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose.

Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(l) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, 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 '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 a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(m) Anti-Competitive Conduct

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

(n) Freedom of Information Acts

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

Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

(o) 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 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), the Data Protection Act, 2018 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.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

(p) Tax Clearance Certificate

It will be a condition of award of this contract and any subsequent contract that the successful economic operator(s) comply with all EU and national tax laws. Economic operators are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident economic operators should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie.

(q) Confidentiality of Evaluation

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract will not be disclosed to Tenderers or other persons not officially concerned with such process until the award of contract to the successful Tenderer has been announced and in conformity with national law.

(r) Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the agreement, 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 e-mail 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.

(s) Clarification of Tenders

Dublin City Council may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with Dublin City Council.

(t) Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form. Where a discrepancy arises between any figure submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

In the case of manifest errors - 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 normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(u) Replacement Personnel

Notification must be sent via www.etenders.gov.ie as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(v) Change in Composition of a Tender

Dublin City Council reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(w) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret with the name of the winning tenderer(s) and the scores of the tenderer and the winning tenderer.

(x) Award of Framework / Contract

In accordance with Dublin City Council procurement regulations Dublin City Council will not award the framework / contract for a period of at least 14 days where notification is sent via electronic means after notification of the outcome is sent to tenderers.

When appropriate an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of the contract. It should be noted that it is standard practice for the Client to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

Dublin City Council reserves the right not to proceed with the competition at any stage or not to award a contract.

(y) Possible TUPE Considerations

Participants are advised that in the event of significant transfer of undertakings, businesses or parts of businesses, the provisions of SI 131 of 2003 *European Communities (Protection of Employees on Transfer of Undertakings – TUPE) Regulations 2003* may apply. The successful tenderer will therefore be required to indemnify the contracting authority fully in respect of any

losses, damages, costs or expenses of any kind incurred arising from their compliance with the TUPE Regulations.

At tender stage, tenderers will be required to inform themselves by their own enquiries as to the potential applicability of the TUPE Regulations and to take this factor into account when preparing their tenders, which will be deemed to include all the potential costs likely to be incurred as a result of any ensuing obligations under TUPE.

(z) Cost of Preparation of Tender

Dublin City Council will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their Tender.

GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS

(i) Currency and Payments

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.

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

The Council undertakes to make all payments solely under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

(ii) 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: +353-67-63400).

(iii) 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.

(iv) 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.

(v) Change in Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfill the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.