



Rialtas na hÉireann
Government of Ireland

CALL FOR TENDER

Establishment of multiple supplier framework agreement for the provision of CEG Application Evaluators Panel	<i>To review and technically evaluate project applications for the Communities Energy Grant (CEG) scheme.</i>
Tender Procedure	OPEN
Issue Date	25 September 2025
Closing Date for Queries	28 October 2025 at 12pm (noon)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	17 October 2025 at 12pm (noon)

Please note that information relating to this Call for Tenders, 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 SEAI cannot accept responsibility for information relayed (or not relayed) via third parties.

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1 Introduction

SEAI's mission is to be at the heart of delivering Ireland's energy revolution. We drive the reduction and replacement of fossil fuel usage. We are a knowledge led organisation. We partner with citizens, communities, businesses, and Government. We are trusted collaborators, innovators, funders, and educators.

To fulfil this mission SEAI aims to provide well-timed and informed advice to Government, and deliver a range of programmes efficiently and effectively, while engaging and motivating a wide range of stakeholders and showing continuing flexibility and innovation in all activities. SEAI's actions will help advance Ireland to the vanguard of the global green technology movement, so that Ireland is recognised as a pioneer in the move to decarbonised energy systems.

SEAI's Statement of Strategy 2022-2025 is available here [Statement-of-Strategy-2022-2025.pdf \(seai.ie\)](https://seai.ie/Statement-of-Strategy-2022-2025.pdf)

SEAI is funded by the Government of Ireland through the Department of Climate, Energy and the Environment and the Department of Transport. Additionally, SEAI is partly financed by Ireland's EU Structural Funds Programme which is co-funded by the Irish Government and the European Union. Reporting to the Department of the Climate, Energy and the Environment. SEAI is responsible for an annual budget of almost €800 million in 2025.

Each year, SEAI invests a significant proportion of its government allocated budget into a range of grant and other programmes, to deliver increased energy efficiency and to decarbonise our economy. These actions stimulate vital economic growth and employment in our economy. SEAI grant programmes include support for building energy upgrades, the adoption of electric cars and to businesses and public bodies to support energy efficiency and renewable energy investments. SEAI also supports Irish communities taking charge of their own low carbon transition.

Along with our capital programmes, SEAI has a mandate to provide policy analysis, forecasting and modelling support. SEAI is central to research and innovation in the energy sector in Ireland. Internationally SEAI participates in International Energy Agency, UN and EU fora and as the national delegate to the Horizon Europe programme.

SEAI performs its functions in a flexible and efficient manner by applying the highest standards of corporate governance, risk management, information technology and human and financial resource management. This is delivered by a results-orientated and metric management-based approach, embodying strong commitment to best international practises and by being open to adopting of new approaches and their flexible incorporation into business process.

2 Objective of this Call for Tender (CfT)

The objective of this CfT is to invite proposals from suitably qualified services providers to establish a framework for the review and technical evaluation of project applications for the Communities Energy Grant Scheme. The technical evaluation provides assurance that the energy savings indicated are engineeringly robust and in so far as is reasonably possible to assess correctly.

3 Requirements & Specification

Communities Energy Grant (CEG) Evaluator Panel

The successful service providers will be required to assist in the efficient administration and delivery of the Communities Energy Grant scheme and could be assigned any one or more of the following tasks:

- a) Initial determination and subsequent verification of the energy savings and energy credits associated with supported projects, based on technical workbooks and supporting technical product specifications supplied.
- b) Undertaking technical evaluations and value for money assessments of applications (any potential conflicts of interest must be declared during or at appointment of an assignment and the evaluator will be required to include a declaration that there is none on their evaluation report). The value for money assessment will include an evaluation of the quotes or QS estimates provided against market rates for similar work. It is anticipated that one evaluation per day will be conducted with one additional day for preparatory and report completion work. This may require an onsite visit with potential clients from time to time.

Evaluators should indicate where they believe a counterfactual calculation is required and whether the proposed replacement is appropriate given the condition of the existing equipment as referenced in the Energy Audit in line with State aid requirements. The evaluator is not required to complete the counterfactual calculation but will be required to assess the information provided by the applicant in relation to same. Where necessary in accordance with State aid rules (under Reg 38a of GBER) the evaluator will also be required to determine whether the necessary BER uplift will be met based on the information provided in the energy audit. Tenderers are expected to produce clear and concise reports in respect of each the tasks (a) and (b) as outlined in the above section.

- c) Completing evaluations in one or more, but not limited to the following, or similar, contexts:

- (i) Pharmaceutical Manufacturing Operations
- (ii) Light Engineering Manufacturing
- (iii) Meat & Dairy Processing
- (iv) Data Centres
- (v) Hospitality Sector
- (vi) Educational Sector
- (vii) Elder Care Facilities
- (viii) Public Sector Building (Existing and New)
- (ix) Heritage Buildings
- (x) Community Buildings

- d) Specific experience in some, or similar, of the following technical areas is desirable:

Cleanroom Operation, Data Centre Optimisation, Utility Systems Auditing, Energy Efficiency Design, Measurement & Verification, Energy Management Certification, SBEM / BIM, Renewable Technology Specification, Life Cycle Costing / ROI Analysis.

Tenderers may, for large projects, be required to conduct pre site visits in order to verify the current equipment condition in order to satisfy SEAI as to the current condition of any existing equipment.

4 Governance

Oversight

The work will be directed by SEAI's National Retrofit and Communities Programme Managers. Work of a similar nature may arise in relation SEAI's other schemes and where so arising will be directed by the Programme Manager of that scheme.

5 Compliant Tenders and Tender Evaluation

Tenderers must read **Appendix 1 Instructions for Tenderers** which sets out guidance on submitting a compliant tender, tender queries deadline and tender closing date. It outlines how the initial submission is reviewed at selection and how a tender is evaluated and scored by SEAI against the award criteria, subject to successful demonstration of the requirements by the tenderer and in some cases, validation of same by the evaluation team.

5.1 Acceptance of CfT requirements

Each tenderer is required to accept the provisions set out in this CfT and the terms and conditions of the Framework Agreement. All tenderers must return, with their tender, a scanned signed copy of Appendix 3 'Tenderer's Statement', printed on the tenderer's letterhead. SEAI must be able to read the scanned signature of the tenderer. Tenderers must not amend the Tenderer's Statement or any of the tender pack documentation.

SEAI may cancel this tender competition at any time prior to the Framework Agreement being executed by or on behalf of SEAI. Tenderers must note that the Framework Agreement must be accepted in the form presented in Annex 1 and is not subject to negotiation at the award stage of the competition.

5.2 Tender evaluation

Tenders will be appraised by an evaluation team comprising of SEAI employees at both the selection and evaluation stage of the competition. Additional support may be sought, consisting of advisers, consultants and such other persons engaged or nominated by SEAI for the purposes of this CfT and its associated processes.

The framework agreement will be awarded to the Most Economically Advantageous Tenders (MEAT) using the award criteria set out in **Section 7.2 Award Criteria**. The MEAT is determined based on a combination of costs and the qualitative criteria submitted in the respective tender. The outcome of the evaluation identifies the tenderers score in ranked order.

6 Establishment and Operation of the Framework

SEAI 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.

This competition relates to a Multiple Supplier Framework.

Numbers admitted to the Framework Agreement

The framework agreement will be established as a multiple supplier framework agreement with a maximum of 7 members, subject to that number meeting the minimum criteria and rules. Thereafter contracts will be awarded in accordance with the rules contained herein.

Duration of the Framework Agreement

SEAI will initially award a framework agreement for a term of two years (“the Term”) which subject to satisfactory performance, organisational needs and budget availability, may be extended for up to two consecutive period of twelve months each on the same terms and conditions, depending on the project’s progression and subject to SEAI’s obligations at law. The framework will be for a maximum period of four years. SEAI confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement. The terms of the Framework Agreement will be substantially in the form set out in Annex 1.

Estimated Value of the Framework Agreement

It is envisaged the maximum estimated value over the four years will not exceed €600,000 (excluding VAT) over the Term and any possible extensions. It is emphasised however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

Successful Tenderers who enter into a Framework Agreement with SEAI are referred to in this Section 6 as “Framework Members”. Where a requirement arises, SEAI will draw down services from Framework Members in accordance with the process set out in this Section. For the avoidance of doubt, SEAI shall not be required to award any service requirements to any Framework Members and shall be entitled to procure any particular services requirements separately outside of the Framework.

When assigning a task under the Framework to Framework Members, SEAI will issue a Purchase Order referencing the date of the Framework Agreement which will both constitute the short form of draw-down agreement (a “Purchase Order Contract”) in respect of each requirement.

Over the duration of the Framework, resources may need to be removed, substituted, or added to a Framework Member’s team in respect of the Framework. Any removal or substitution of resources shall be subject to compliance with the terms of this CfT, the Framework Agreement and a relevant Purchase Order and acceptance of any such removal or substitution shall be at SEAI’s sole discretion. A Framework Member shall not be entitled to change its price, the rate applicable to relevant grade of seniority or other provisions of its tender where it proposes to remove, substitute or add resources. Resources with relevant expertise may, with SEAI’s prior written permission, be added to a Framework Member’s available resources during the term of the Framework provided that the said resources shall be charged at the same rates set out in the Framework Member’s tender.

SEAI reserves the right to review the operation and administration of the Framework at any time and to make such amendments and adjustments to the operation and administration of the Framework as it considers appropriate (in accordance with public procurement requirements) to ensure optimal and efficient operation of the Framework and the best value for money for SEAI.

6.1 Awarding Contracts under the Framework Agreement

As and when SEAI decides to source services through this Framework Agreement, tasks under the Framework may be awarded as follows:

- by means of a direct appointment of a Framework Member selected by SEAI without re-opening a competition amongst Framework Members in accordance with the criteria set out in Section 6.1.1 below (a “Direct Draw Down using the Rotation method based on Technical Competency”).
- by re-opening a mini competition amongst Framework Members in the manner set out in Section 6.1.2 below (a “Mini-Competition”).

Selection of a Direct Draw Down using the Rotation method shall be determined by SEAI on a case by case basis having regard to the size and nature of the services requirement. Without limiting or affecting this approach, it is envisaged that service requirements with a lower size, value and/ or complexity (for example, but without limitation, services up to 10 days) may be allocated using the Direct Draw Down method whereas larger higher value and/or complex services requirements may be allocated using the Mini-Competition method.

6.1.1 Direct Draw Down using the Rotation Method based on Technical Competency Matrix

SEAI will use the direct rotation by each framework member for direct draw down from this Framework subject to turnaround times offered by service suppliers and volumes of work outstanding and technical competency requirements.

The allocation of services requirements amongst Framework Members will be on the basis of the best fit for specific requirements following an assessment of technical competency and availability on a case by case basis, using a direct draw down using the rotation method using the following approach:

Competency Matrix

SEAI will determine competency requirements for any services it provides to the Communities Energy Programme and future SEAI programmes. When awarding work, the competency matrix will first be used to determine individual personnel who meet these competency requirements. From there, the most suitable Framework Provider based on competency from this tender process will be selected. In cases where identified personnel are of equal suitability, the highest scoring Framework Member from this tender process will be selected.

Where a Framework Member is not able to deliver the contract due to availability, conflict of interest etc, the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

For the avoidance of doubt, the company ranked first will be the first company contacted and offered the first contract, each subsequent piece of work will be offered to the next company ranked. Once the last company on the list is contacted, the rotation starts back at the top and the process is repeated. When a piece of work is awarded and the list is not exhausted, the “unavailable / not contactable company(s)” will be contacted again in the next rotation.

SEAI will also consider the performance to date of Framework Members, as evaluated by SEAI (see Performance Review section 6.3).

6.1.2 Mini Competition based on Technical Competency.

Where SEAI determines that the required services for a piece of work is either larger, higher value and/or complex, SEAI may open a mini competition. For example, SEAI will use mini competitions for contracts likely to exceed 10 days’ work.

When invoking a mini competition, SEAI may issue the competition to Framework Members by direct email or post on the SEAI Energy Link dedicated portal for Framework Members. Framework members will be ranked based on the Competency Matrix as well as availability, pricing and or any other specific competency(s) that may be required. On each occasion the mini competition will be issued detailing the scope or requirements, the award criteria and a closing date and time.

SEAI will send an offer to perform the works to the Framework Member receiving the highest marks from the evaluation first. For the avoidance of doubt, the company ranked first will be the first company contacted and offered the work first. If the first company is unable to accept the work the next highest ranked member having the technical competency will be offered the work and so on.

6.2 Right to operate outside of the Framework

SEAI 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(s). Admission to a framework does not guarantee the award of any contract to any economic Member, nor does it give the Framework Member(s) the right to be consulted in respect of, or tender for, any contract.

6.3 Performance Review

SEAI shall be entitled to review and monitor a Framework Member's performance of all services provided under the Framework from time to time in accordance with SEAI's regular review procedures. Without limiting or affecting this principle, this may be done

- a) on case by case basis by reference to random samples of work or having regard to specific categories of work provided for specific requirements; or
- b) by reference to the first piece of work carried out or deliverable provided by the Framework Member, and thereafter on a random sampling basis.

Such a review may include the following non-exhaustive criteria (and may be considered on a cumulative basis having regard to a Framework Member's performance over the duration of the Framework):

- a) whether the Framework Member has satisfactorily delivered the relevant services having regard to the identified objective of the SEAI in respect of the Purchase Order Contract;
- b) whether the Framework Member has satisfactorily delivered the relevant services having regard to the requirements of a relevant contract e.g. quality of reports and deliverables, timeliness and efficiency of delivery of the requirements by appropriately skilled team members;
- c) compliance with SEAI's procedural and administration requirements; and
- d) other relevant factors, including misconduct in the performance of the services (having regard, for example, to the terms of the Framework Agreement, and/or the Purchase Order).

At any time and from time to time during the term of the Framework Agreement and/or any contract, SEAI may give the Framework Member details of the result of its performance review.

SEAI may suspend (or, as appropriate in accordance with the terms of the Framework Agreement, exclude) a Framework Member from the Framework for such period as SEAI considers appropriate if SEAI considers that any of the following events has occurred:

- if the Framework Member is found, following assessment, to have misrepresented their declared competencies;
- if, in SEAI's reasonable opinion, any statement in the Framework Member's tender or any supplemental tender (if required) was untrue, incorrect or misleading when made or ceases to be true or correct;
- the Framework Member's threatens to cease, or ceases, participating in the Framework (in whole or in part) or abandons participation in the Framework;
- SEAI terminates any Purchase Order in accordance with its terms or SEAI becomes entitled to terminate a Purchase Order in accordance with its terms (except where SEAI can do so for convenience);
- if, in SEAI's reasonable opinion, there is a material detrimental change in the economic and/or financial standing and/or the credit rating of the Framework Member (or any of the persons comprising it) or if the Framework Member is insolvent, or SEAI reasonably considers that there is a risk that the Framework Member is about to become insolvent;
- If requested to be removed from the Framework, indefinitely or for a period of time, by the Framework Member.

SEAI becomes entitled to terminate the Framework Agreement and issue a notice to terminate:

- if the Framework Member commits a material breach (whether repudiatory or not) of the Framework Agreement;
- if the Framework Member commits a number of defaults or repeated defaults which, taken together, constitute, in the sole opinion of SEAI, a material breach (whether repudiatory or not) of the Framework Agreement or are to SEAI's material detriment;
- if the Framework Member ceases to hold valid insurance at the required levels.
- if the Framework Member ceases to hold a valid and current tax clearance certificate issued by the Irish Revenue Commissioners.

7 Selection & Award Criteria

7.1 Selection Criteria

Tender Procedure

This public procurement competition (the "Competition") will be conducted in accordance with the Open Procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). 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' eligibility, tenderers are required to provide the information set out below.

7.1.1 General, Legal and Financial Requirements Information relating to the Tenderer

Appendix 2- Company details

Please complete Appendix 2 detailing the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview.

7.1.2 Legal Compliance

Appendix 3- Tenderer's Statement

Tenderers are required to complete Appendix 3 Tenderer's Statement which confirms the tenderer has read the tender documentation including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Framework Agreement.

Appendix 4- Declaration as to Personal Circumstances of Tenderer

Tenderers are required to complete Appendix 4 – Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc. The declaration is contained in Appendix 4 and must be completed, signed and returned as part of the tender submission.

7.1.3 Financial Capacity

A. European Single Procurement Document (ESPD)

Please complete the **online European Single Procurement Document (ESPD) on the eTenders platform:**

- (i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
- (ii) Confirmation of insurances being in place as outlined in Section 7.1.3 C below.

And that if successful you agree to implement the insurance levels required. Where these are not currently available, they will be requested by SEAI prior to (and shall be a condition of) the award of any contract.

B. Turnover

In the event of one or more Qualification Criteria in this Section 7 (Selection Criteria) achieving a fail, Tenderers will be excluded from participating in this Competition.

Tenderers must have sufficient Financial and Economic Standing to complete a project of the size, nature and complexity of the project and to perform the Contract.

Tenderers must also demonstrate that they have generated a minimum turnover as set out below for the last three (3) immediately preceding financial years.

Certified Turnover of €50,000 per annum:

Year	2022	2023	2024
Turnover €	€50,000	€50,000	€50,000

Tenderers must provide the following documentation to demonstrate they meet this requirement:

- Copy of accounts or financial statements for each year. If the final accounts are not available for 2024 yet, please provide 2021.
- SEAI will also accept a signed certification of their turnover by their independent accountant;

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

Tenderers must provide the specified documentation when requested by the Contracting Authority.

However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of that valid reason (in the view of the Contracting Authority) as to why the documentation cannot be supplied and provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

The documentation required under this paragraph will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any contract.

C. Insurance

The successful tenderer(s) shall be required to hold for the term of the framework, the following insurances:

Type of insurance	Indemnity limit
Employer's Liability	€13,000,000 each and every one event
Public Liability	€6,500,000 each and every one event
Professional Indemnity	€1,500,000 in the aggregate

D. Technical and Professional Capacity Requirements

All Tenderers must demonstrate that they have the following professional ability by providing the relevant details with their response.

Selection Criteria	Rule	Qualifying Threshold
Previous Experience	Areas of expertise - tenderers should have strong experience in energy engineering work for each of the following: • Energy related projects in Plant processing or production facility • Heat pump technology • Demonstrate experience in a wide field of renewable technology • Electrical or other energy related engineering experience Tenderers should provide an example (one example) of work in an energy related field listed above or equivalent field.	Pass/Fail

	The example must demonstrate the experience they have of delivering projects of a similar size, nature and complexity within the past three years.	
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Tenderers should note that SEAI 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.

7.2 Award Criteria

Only tenders which meet the Selection Criteria in Section 7.1 above and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria in this section. 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 frameworks will be awarded on the basis of the most economically advantageous compliant tenders taking into account the following award criteria and weightings.

Award Criteria	Minimum Score	Maximum score
1. Demonstrate understanding of the Approach and Methodology of the requirements	210	350
2. Quality, level and detail of demonstrated relevant experience of the personnel to deliver this contract	150	250
3. Cost of Service	n/a	400
Total		1000

Award Criteria Explained:

Award Criterion 1 - Demonstrate understanding of the Approach and Methodology of the requirements

In their response to this criterion, Tenderers should:

- Demonstrate an understanding of the required Services, as outlined in **Appendix 1** (Requirements and Specifications), and how the particular expertise of the Tenderer could be applied in providing the Services;
- Provide specific details of their approach and methodology for performing and delivering each element of the Services as outlined in **Appendix 1** (Requirements and Specifications). Tenderers should include, where relevant, details of how they have successfully delivered comparable services and how any learnings gained would be applied in their performance of the Services to this competition; and
- Describe the key issues to be addressed and managed as part of the Services as outlined in **Appendix 1** (Requirements and Specifications).

Award Criterion 2 - Quality, level and detail of demonstrated relevant experience of the personnel to deliver this contract.

In their response to this criterion, Tenderers should propose resources for the delivery of the services under this competition, detailing their expertise in relation to the specifications and requirements outlined in **Appendix 1**.

Proposed Team

In response to this criterion, Tenderers should provide the following details in order to demonstrate the suitability of the proposed team(s):

- The structure of the proposed team (which may be described in the form of a chart) showing the proposed role and reporting arrangements for each team member;
- The roles and responsibilities for each team member detailing their individual role in respect of the services required by SEAI;
- The identity of the key point of contact with SEAI and proposals for his/her/their interaction with SEAI; and
- A curriculum vitae (CV) for each key member of the proposed team, demonstrating the suitability of the proposed team members to perform their assigned tasks, including availability, qualifications, skills, and experience relevant to the requirements of this CfT.
- Competency Matrix (part of the Tender Response Document) must be completed for the Proposed Team and for each Team Member Proposed.

Award Criteria 3 – Cost

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.

Weighting explained:

Based on the scores achieved by the tender in each award criterion, the weighting rating will be applied as follows:

Weighting	Meaning
91% - 100%	Excellent response with very few or no weaknesses exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.
70% - 79%	A good response which demonstrates a satisfactory understanding of requirements and gives acceptable assurance of delivery to an adequate standard.
60% - 69%	A reasonable response which demonstrates some understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.

NOTE 1: To be considered for selection, tenderers must score equal or higher than the minimum requirement for criteria 1, and 2 in order to avoid elimination from the competition. A cost score will not be assessed for tenders where this requirement is assessed to not have been met.

NOTE 2: The lowest cost tender that also meets all of 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:

Methodology for calculating the cost score:

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

NOTE 3: 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 4: Admission to the Framework 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.

NOTE 5: Collaboration of expertise to meet the specific expertise and competency needs is allowed, under one nominated Framework Member, and meet the requirements detailed in the various Appendices.

Clarification and Verification Meetings

Award of contract/membership of the framework may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to the 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 SEAI 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.

Clarification of Abnormally Low Tenders

If SEAI considers the tender submission to be commercially unsustainable or otherwise problematic considering 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 SEAI deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address SEAI's concerns, may, at the discretion of SEAI, result in elimination of the tender in question based on it being considered abnormally low.

8 Format of the response to the Call for Tender (CfT)

8.1 *The tenderer's response must contain specific responses to each of the items listed below:*

- a) Details of the company as outlined in Appendix 2 (refer to Section 1 of the TRD);
- b) Complete the Tenderer's Statement in Appendix 3 (refer to Section 1 of the TRD);
- c) Declaration as to Personal Circumstances of Tenderer as outlined in Appendix 4 (refer to Section 1 of the TRD);
- d) Provide all information and documentation specified in the Selection Criteria (refer to Section 2 of the TRD);
- e) Provide all information and documentation required to answer the Qualitative Award Criteria (refer to Section 3 of the TRD);
- f) A detailed pricing schedule and signed declaration for the delivery of the services as outlined in Award Criteria – Pricing Schedule (refer to Section 4 of the TRD);
- g) Confirmation of availability to deliver the service;
- h) Valid insurance certificates for the types and levels specified or confirmation that these can be made available once the tenderer becomes the preferred tenderer;
- i) eTax clearance details and must provide SEAI with the relevant tax reference number and tax clearance access number (TCAN) to allow this to be verified or confirmation that these can be made available once the tenderer becomes the preferred bidder.

Tenderers are free to furnish any additional information which they so wish in support of their tender.

SEAI recommends tenderers limit their tender responses to 40-50 pages to ensure the content is concise and relevant. Responses in excess of the recommended page limit may not be evaluated at SEAI's discretion.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

Submission of Tenders via www.etenders.gov.ie

All tenders must comply with the following requirements in order to be assessed under the selection and award criteria. Only those tenders that satisfy all the selection criteria will have their tenders assessed under the award criteria. Tenders must satisfy the following requirements:

- A. Tenderers should ensure that they register their interest in this competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this competition.
- B. Tenders must be submitted in soft copy via the electronic post box available on www.etenders.gov.ie before the tender deadline. Only Tenders submitted to the electronic post box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) or late tenders will NOT be accepted.
- C. Tenderers **must** ensure that they give themselves enough time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary. Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted. If a tenderer is having issues submitting their response, they must contact eTenders Support prior to the submission deadline. eTenders Support can be reached at

irish-eproc-helpdesk@eurodyn.com or

+353 818001459

- D. In order to submit a document to the electronic post box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.
- E. All tender documentation must be completed, as specified in Section 8 ‘Format of Response to the Call for Tender (CfT)’. Tenderers should submit their response as a **SINGLE UPLOADED FILE**, if possible, which is clearly labelled, page numbered and indexed. If a tenderer fails to comply in any respect with the requirements of Appendix 1, SEAI reserves the right to reject the tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:
 - seeking written clarification from the tenderer;
 - seeking further information from the tenderer; or
 - waiving a requirement, which in the SEAI’s view, is non-material or procedural.
- F. The tender must be valid for a period of 12 months from the tender closing date. This time is required to enter into contract with the successful tenderer(s). On expiry of such period, the rates quoted in the tender are not binding upon the tenderer.

Tender Queries

All queries relating to any aspect of this tender competition or of this CfT or the tender pack documents must be directed to the messaging facility on www.etenders.gov.ie. For the avoidance of doubt, tenderers may not contact any SEAI employees directly regarding any aspect of this competition. Tenderers should note the following:

Queries will be accepted no later than the deadline of 12:00 (noon) on **17 October 2025**. Queries received after this date will not be responded to. All responses to queries raised will be published on www.etenders.gov.ie. SEAI accepts no responsibility for the successful delivery of any e-mail correspondence. SEAI will endeavour to respond to all queries as soon as possible. Where appropriate, queries may be amalgamated and notified to all. SEAI reserves the right to issue or seek written clarifications.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated. Please note that SEAI cannot accept responsibility for information relayed (or not relayed) via third parties.

Tender Closing Date

All tenders **must** be submitted electronically no later than 12.00 (noon) on **28 October 2025**. Tenders that are received late will not be considered in this competition. Tenders must be submitted in English.

SEAI reserves the right at any time before the tender deadline, to update or amend the information contained in this document and/or to extend the tender deadline. Participating tenderers will be informed of any such amendment or extension through the eTenders website.

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline.

Extension of Tender Period

SEAI reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

Late Tenders

Other than in exceptional circumstances (as determined by SEAI), tenders that are received late will not be considered in this competition. SEAI may accept a tender or, if applicable, part of a tender that is not submitted by the deadline for submission of tenders where SEAI considers that the principle of proportionality, in exceptional circumstances, requires the acceptance of the tender or omitted part of the tender and doing so would not breach the principles of transparency and equal treatment.

Contact during evaluation period

During the evaluation period, clarification may be sought from SEAI in writing from tenderers. Response to requests for clarification may not materially change any of the elements of the tenders submitted. No unsolicited communications from tenderers will be entertained during the evaluation period. In the event that the Contracting Authority considers a tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter 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 based on it being considered abnormally low.

Tenderers may be invited to make presentations on their proposals for the purpose of elaboration, clarification and/or aiding understanding. Tenderers will be required to bear their own costs in respect of any such presentations or demonstrations.

Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation via the messaging facility on eTenders or other written means at SEAI's discretion and any necessary clarifications. Potential outcomes can be:

- a) Appointment to Framework only
- b) Notification Letter – Unsuccessful Tender

The letters referred to in (a) and (b) above shall be issued at the same time.

Policy on Personal Debriefings

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

Standstill Period

In the case of EU value contracts, the following information will be provided in the Letter of Regret – name of successful tenderer designates; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of winning tender where they scored higher marks in specific criteria. SEAI will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

Return of Signed Framework Agreements

The successful Framework Members must sign and return the Services Contract and return to SEAI no later than **14 calendar days** from the date of expiry of the Standstill Period noted above unless notified otherwise in writing by SEAI. A signed Framework Agreement returned by the successful Framework Member(s) is not binding on SEAI until SEAI has signed the Framework Agreement.

Where the signed Framework Agreement have not been received by SEAI within the period as specified in this paragraph then SEAI may proceed to award a place to the next highest ranked Tenderer on the framework in accordance with this paragraph.

The parties acknowledge and agree that this agreement may be executed by any form of electronic signature, which shall be considered as an original signature for all purposes and shall have the same legal force and effect as an original signature.

European Single Procurement Document (ESPD) Guidance for submitting

Tenderers are required to complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure if they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the selection criteria for this competition as set out in this CfT. In the case of a consortium submission, each Consortium Member must submit their own eESPD declaration as part of the tender submission.

Declarations and certificates will be taken at face value in the first instance. However, if provisionally selected for appointment to the framework, tenderers will be required to provide evidence verifying the substance of the declarations and certificates. If any of these tenderers fail to do so within the time required (7 calendar days), or do not provide appropriate evidence to verify the details that the certificates/declarations cover, the tender or the tenderer concerned, will be rejected. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

Collusion

Collusion or any attempt by any interested party, tenderer, Tenderer Members or their suppliers or advisers to collude with any other person in order to influence this tender competition in any way may result in disqualification from further participation in this tender competition. For example, but without limitation, tenderers and Tenderer Members and their suppliers and advisers shall not directly or indirectly at any time:

- fix or adjust the amount or content of any tender response in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed Tenderer Member or a supplier, adviser or provider of finance to the tenderer or Tenderer Member (subject to compliance with Section 3.9);
- communicate to any person other than SEAI, or seek or obtain from such other person, information about the amount or content of any tender response, other than in good faith to obtain quotations for supplies, services or finance;

- enter into any agreement or arrangement with any other person that will result in such a person refraining from submitting a tender response;
- enter into any agreement or arrangement with any other person as to the form, content, scope or amount of any other tender response; or
- offer or pay a sum of money, incentive or valuable consideration to any person proposing to effect changes in or omissions from any other tender response.

Any tenderer that fails to comply with this section to the satisfaction of SEAI may be treated as failing to comply with the conditions of this tender competition and may, at the discretion of SEAI, be rejected and eliminated from this tender competition.

Conflict of interest / participation in other responses

Tenderers are responsible for ensuring that no actual, potential or perceived conflicts of interest (collectively and individually a “conflict of interest”) exist.

Any conflict of interest must be fully disclosed to SEAI as soon as the conflict of interest becomes apparent to the tenderer. Any tenderer who fails to comply with this obligation may be disqualified from further participation in the tender competition.

In the event of any conflict of interest, SEAI shall, at its absolute discretion, decide on the appropriate course of action. This could include rejecting the tenderer and its tender response, a prohibition in proceeding in the manner proposed (e.g. by refusing to allow a tenderer or Tenderer Member be a Tenderer Member for a competing tenderer) and/or require participation to be subject to such other steps or safeguards as SEAI considers appropriate.

Tenderers which (i) are Consortia or (ii) use subcontractors, shall inquire whether the proposed Tenderer Members or sub-contractors are involved in any other tenderer’s response. This includes having any economic, legal, commercial or financial relationship with another tenderer or another tenderer’s Tender Member submitting a separate tender response, for example, where a party seeks to participate in more than one tender response. Such enquiry must protect the confidentiality of the tender process and should not seek the identity of the other tenderers in whose tender response the relevant entity is proposing to participate.

In such an instance, the tenderer must notify SEAI as to the proposed multiple participation and the economic, legal commercial or financial relationship in question as soon as possible.

The tenderer is required in such event to provide an accompanying statement stating that it is aware of the proposed multiple participation and that it has been brought to the attention of all concerned whilst, at the same time, maintaining the integrity of this competition and confidentiality. The tenderer is also required in such an event to propose suitable protections and procedures to be put in place by the tenderer to protect against or minimise any conflict of interest, collusion or distortion of competition arising (e.g. directly or indirectly sharing information between competing bids).

SEAI reserves the right at its absolute discretion to refuse to allow a tenderer or Tenderer Member to be part of another competing tenderer and/or to disqualify a tenderer if there is a breach of this requirement.

Tenderers are advised to make any disclosure prior to 17 October 2025, so that SEAI can determine whether it considers this to constitute a conflict of interest or whether it may give rise to a risk of collusion or distortion of competition arising. This is so that the tenderers are informed of SEAI’s position in advance of submitting a tender response.

Withdrawal from this competition

Tenderers are required to notify the SEAI immediately via the eTenders messaging facility, if they decide to withdraw from this Competition at any stage.

Reliance on resources

Provided it is appropriate for the framework requirements, a tenderer may, in order to prove it can satisfy the economic and financial standing or technical and professional capability necessary to participate in the framework, rely on the resources of entities or undertakings with which it is directly or indirectly linked. This is provided, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company's resources, or the resources of a subcontractor), the tenderer establishes and provides evidence to demonstrate to the satisfaction of SEAI that the tenderer has and will have available to it the resources of those entities or undertakings which are necessary for the performance of the contract.

For example, a letter from such other entity confirming that it will provide the necessary support may suffice.

Tenderers must also submit a separate completed eESPD for the entity whose resources are being relied upon.

SEAI reserves the right, at its absolute discretion, to require further assurances in relation to the availability of resources to the tenderer so as to clearly demonstrate that such resources are available to the tenderer and that SEAI may have full legal recourse to such resources as if the resources were a part of the tenderer.

If sufficient evidence is not provided, or it is not appropriate for the tenderer to rely on those resources for the contract, the tenderer will be evaluated based on its own economic and financial standing, and technical and professional capability.

Change in tenderer

Any change:

- of Tenderer Member(s),
- in the ownership, control or structure of the tenderer (including to the shareholding) or of any Tenderer Members, and/or
- in the intended roles and responsibilities of the Tenderer Members,

after the tenderer has submitted its completed tender response, may lead to its disqualification unless approved by SEAI in writing. SEAI reserves the right to withhold approval for any such changes and to disqualify the tenderer concerned from any further participation in the procurement process.

Whilst SEAI is not required to approve any such change, any approval will be dependent on a number of factors including, without limitation, that, in the view of SEAI, the change is not to the detriment of SEAI and the tenderer continues to meet the conditions for selection criteria and would not have received a lower score in the selection criteria which would have impacted upon its score to the extent that it would not have been selected and provided that the change does not give rise to a breach of procurement rules.

Any proposed changes must be notified to SEAI as soon as possible. Failure to notify any changes may result in disqualification of the tenderer.

It should be noted that a change will be judged as against the structure and responsibilities of the team proposed in the Selection Criteria. Any such change is at the risk of the tenderer.

SME Participation

SEAI seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (SMEs) in all competitions. Small and Medium Enterprises that believe the scope of any competition is beyond their technical or business capacity are encouraged to explore the possibilities of forming relationships with other SMEs or larger enterprises. Through such relationships they can participate and contribute to the successful implementation or any contracts, agreements or arrangements that result from these competitions and therefore increase their social and economic benefits.

Tie break rules

If there is a tie for any rank on the framework (including where there is a tie for admittance to the framework – i.e., for the lowest rank on the framework), the following tie-break approach will be adopted:

In the event the tenderers receive the same marks under the Award Criteria (Section 7.2), the tenderer who has been awarded the highest marks for Award Criterion 1: will be deemed the MEAT between the tied tenderers.

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 below until such time as a MEAT can be determined:

- Total marks for Criterion 2:
- Total marks for Criterion 3:

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred tenderer shall be selected based on random selection. In such a circumstance, representatives of each tenderer that achieved the same tied highest marks, even after applying the above tie break procedures, may be invited to attend at the SEAI's premises to observe the random selection and relevant tenderers will be notified in advance of the time/date and location of the random selection procedure.

Qualified tenders

Tenders must not be qualified in any way and must not include or be accompanied by any statement that could be construed as rendering the tender equivocal or ambiguous or placing it on a different footing from other tenders.

Without limitation, this includes any attempt by tenderers to base their tender on one or more assumptions, such that that the tender will be affected if those assumptions are not correct. For the avoidance of doubt:

- (a) any tender qualified by such assumptions may be rejected; and
- (b) without limiting or affecting this paragraph within the CfT, SEAI will not be bound by any assumptions made by a tenderer and no assumptions will be incorporated in the Framework Agreement.

SEAI's decision on whether a tender complies with this CfT will be final.

Consortia and Prime Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a tender (a "Consortium") in response to this CfT, SEAI will deal with all matters relating to this competition through a single nominated entity authorised to represent all members of the group of undertakings. The tenderer must provide details of all members of the group of undertakings ("Consortium Members") and their role in the tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the tenderer and to whom all communications shall be directed and accepted until this competition has been

completed or terminated. Correspondence from any other person will not be accepted, acknowledged or responded to.

Prior to and as a condition of award of any contract, the successful tenderer shall be required to designate a single entity who will carry overall responsibility for the contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

Tenderers submitting as part of those defined parameters are not precluded from tendering separately as part of their own submission provided that the provisions of the Clauses on Conflict of interest / participation in other responses and Collusion shall apply, and must be complied with, in those circumstances.

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 the tender. Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of SEAI, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

SEAI reserves the right to disqualify incomplete tenders.

Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please contact us as soon as possible. Tenderers shall immediately notify SEAI should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. SEAI will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

Cost of Preparation of Tender

SEAI will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. 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 that they are required to attend clarification or other meetings or make a presentation of their proposals.

Replacement Personnel

Notification must be sent in writing as soon as possible to SEAI on any proposed change of nominated personnel, such change will be subject to the written approval of SEAI. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualification and experience.

Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

Currency, Payments and eInvoicing

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 tenderer. SEAI operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by SEAI is normally Electronic Funds Transfer.

SEAI as a public body is compliant with European Directive 2014/55/EU in relation to eInvoicing, and as such over the course of this contract may require that the successful tenders submit their invoices to SEAI in electronic format which may include but not limited to; sending electronic invoices to SEAI's selected system "Celtrino PEPPOL Connect". Electronic invoices are machine-readable invoices which can be processed automatically and digitally by the recipient are considered to be compliant with the European standard on electronic invoicing. An image file is not considered to be an electronic invoice for the purpose of the directive.

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.

Freedom of Information Act / Access to Information on the Environment

All responses to this call for tenders will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information (FOI) Act 2014, the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (the "AIE Regulations"), EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this call for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. SEAI cannot guarantee that any information provided by tenderers, either in response to this call for tenders or in the course of any contract awarded as a result thereof, will not be released pursuant to SEAI's obligations under law, including the Freedom of Information (FOI) Act 2014, the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (the "AIE Regulations"), EU and Irish Government Procurement Procedures. SEAI 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.

Tax Clearance Certificate

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site www.revenue.ie. Non-resident tenderers 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. SEAI will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that SEAI has the permission to verify its tax cleared position online at any time during the term of the framework agreement.

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.

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 SEAI tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by Irish law.

Dignity at Work

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

Environmental, Social and Labour Law

In the performance of any Framework awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environment, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements.

Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulation 2003 and to indemnify SEAI for any claim arising or loss of costs incurred as a result of its failure to incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

The Protection of Employee (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined by the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to SEAI of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. SEAI shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

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 or the electronic versions of the tender. In general, the following approach will be applied to 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 SEAI 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.

Award to Runner up

If for any reason it is not possible to establish the framework to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, SEAI considers that the successful tenderer has not met its obligations, SEAI reserves the right to during the tender validity period to establish the framework to the next highest scoring tenderer on the basis of the terms advertised without re-opening the competition. This shall be without prejudice to the right of SEAI to cancel this competitive process and/or

initiate a new contract award procedure at its sole discretion. The same procedure applies to a framework agreement.

Contract Award Notices

Following the award of a framework, 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 contract. It should be noted that it is standard practice for SEAI 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.

Copyright

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

Payment

A schedule of payments will be agreed with the successful tenderer. SEAI operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by SEAI is normally Electronic Funds Transfer

Right Not to Award

SEAI does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider. The Call for Tender is issued in good faith; however, SEAI at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

Environmental & Green Public Procurement Aspects

SEAI is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

Tenderers should demonstrate either current or planned green public procurement practices that provide increased sustainable awareness and work practices. Examples of environmental considerations that can be factored into delivery operations may include an outline environmental management plan, an outline waste management plan or evidence of commitment to staff training in waste minimisation.

SEAI encourages tenderers to develop green initiatives and provide relevant information in their tenders as to their carbon footprint, ISO14000 or other certification/proof of working towards a greener environment.

Brand Names

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 word “or equivalent”.

Data Protection Statement:

SEAI fully respect your right to privacy. Any personal information which you provide to us will be treated with the highest standards of security and confidentiality, strictly in accordance with the Data Protection Acts 1988-2018.

SEAI will keep and process the information you provide in accordance with general data protection principles and in line with the General Data Protection Regulation 2016 and the Data Protection Acts 1988 to 2018. The information provided will be used to facilitate the CEG Application Evaluators panel framework which SEAI will use for the delivery of its services. SEAI is subject to the Freedom of Information Act 2014.

SEAI Procurement Process - Privacy Notice can be viewed at the following link [SEAI-Procurement-Process-Privacy-Notice.pdf](#)

For any queries in relation SEAI's processing of personal data, please contact dataprotection@seai.ie

The Following 4 documents templates and associated Appendices are provided in **Annex 2 – The Tender Response Document**

NOTE: The **Tender Response Document must be completed and included as part of the submission. The Tender Response Document is a separate document – Annex 2: Tender Response Document.**

- **APPENDIX 2 – COMPANY DETAILS**

Please see Annex 2, Section 1 of Tender Response Document

- **APPENDIX 3- TENDERERS' STATEMENT**

Please see Annex 2, Section 1 of Tender Response Document

- **APPENDIX 4 – DECLARATION RE PERSONAL STATUS**

Please see Annex 2, Section 1 of Tender Response Document

- **APPENDIX 5 – FORM OF TENDER AND BREAKDOWN OF CHARGES**

Please see Annex 2, Section 4 – Pricing Schedule of Tender Response Document

Where a pricing schedule is incomplete the tender response may be eliminated from the tender competition at the discretion of SEAI.

NOTE: The **Tender Response Document must be completed and included as part of the submission.**

Failure to complete the Tender Response Document in full for a Lot may invalidate the submission for that Lot and the Tenderer may be eliminated from the tender competition subject to the discretion of SEAI.

The Tender Response Document is a separate document – Annex 2: Tender Response Document.

The Following document and associated Appendix is provided in **Annex 1 – Framework Agreement Terms and Conditions**

- **APPENDIX 6 – FRAMEWORK TERMS AND CONDITIONS**

Please see Annex 1 Framework Terms and Conditions