



REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	Provision of Services for the Maintenance of Fire / Intruder Alarm, CCTV, and Emergency Lighting Systems and Related Supplies and Services
Contracting Authority:	St. Michael's House
Procedure:	Open at EU Level
eTenders/OJEU ref:	6634850
Issue Date:	2nd October 2025
Closing Date for Queries:	Friday 24th October 2025 at 17:00 Hours (Irish Time)
Closing Date for Tender Submission:	Monday 3rd November 2025 at 17:00 Hours (Irish Time)
Submissions and Queries via:	eTenders only
Associated Documents	The Contracting Authority has provided a Tender Response Document (TRD) and Pricing Schedule which must be used by tenderers in responding to this procurement. Additional documents are also available for information.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names

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Disclaimer

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

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

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

Note

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.

The Contracting Authority have provided the following documents in addition to this RFT document:

- Appendix 2 - Framework Terms and Conditions
- Appendix 2a - Contract Terms and Conditions

In addition, two documents are provided for tenderers to use in preparing their tender submission:

- Appendix 3 – Tender Response Document (TRD)
- Appendix 3a - Existing Infrastructure (including Pricing Schedule)

These documents and format must be used by tenderers.

1 About the Contracting Authority

1.1 The Contracting Authority

St. Michaels House (SMH) (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

St. Michaels House is a disability service provider and is committed to delivering services and supports based on the needs, wishes and choices of people with an intellectual disability, based in that communities and connected to natural support networks.

St. Michael’s House provides a comprehensive range of services and supports to men, women, and children with disabilities and their families in 170 locations in the greater Dublin Area. It supports c. 2,300 people and this has an impact on thousands of family members. St. Michael’s House is a company funded by the Health Service Executive (HSE), TUSLA and the Department of Education and Skills. (Figures from 1st August 2022)

St. Michael’s House supports include:

- Residential supports and independent living
- Clinical supports
- Day supports
- Schools
- Respite supports and
- Vocational training services.

We operate our services mainly in Dublin from a combination of owned and leased properties.

Further information is available at our corporate website www.smh.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, personnel, 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

The Contracting Authority invites tenders 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 the establishment of a single-party framework 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.

2.2.1 The Scope of the Framework

The Contracting Authority wishes to establish a single party framework for the provision of maintenance and support services for Fire and Intruder Alarm, Security (CCTV) and Emergency Lighting infrastructure.

2.2.2 The Initial Contract

The framework agreement will be established in parallel to the award of an initial contract. See Section 2.5 and Section 3 below.

2.2.3 Additional / Call-Off Contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the members of the framework agreement in accordance with the rules of operation outlined in this Request for Tender (see Section 2.5 below).

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	[insert detail]
Award decision	November 2025
Framework Agreement Commencement	January 2026

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

2.4 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement with the tenderer selected following the tender stage and the application of the award criteria and subject to that tenderer meeting the minimum criteria and rules.

2.5 Duration of the Framework Agreement and Pursuant Contracts

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

It is envisaged at this stage that there will be an initial contract of two (2) years with one possible extension of two (2) years making a total possible contract period of four (4) years.

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €700,000 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.

The likely value of contracts to be awarded under the framework will be in the region of €600,000 to €700,000

2.7 Awarding Contracts under the Framework Agreement

Single-party 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.

2.8 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(s). Admission to a framework does not guarantee the award of any contract to any Economic Operator, nor does it give the member(s) the right to be consulted in respect of, or tender for, any contract.

2.9 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 as appended at Appendix 2.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation regarding these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 6*) of this document.

In addition, indicative terms and conditions are also provided at Appendix 2a which tenderers should also review.

2.10 Award to Runner Up

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

3 Specification of Requirements

3.1 Scope of Requirement under the Framework Agreement including the Initial Contract

The framework agreement will be established on foot of this tender competition with the initial contract being awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

The initial contract relates to the provision of maintenance and support services for its Fire and Intruder Alarm, CCTV and Emergency Lighting Systems to commence in January 2026.

The services to be delivered by the successful tenderer will include both proactive and reactive elements to include the following: -

a. Services Required in Respect of All systems

- Provision of hourly call-out rates (see Pricing Schedule) both within and outside office hours to cover both reactive maintenance and emergency call-out (24/7/365)
- Maintenance of a full log to cover all servicing and any other works on the relevant templates in line with current standards and best practice.
- The reporting of any anomalies noted by the contractor with appropriate recommendations for remediation and the submission of associated costs.
- The Contracting Authority prefers an electronic field service reporting system to be utilised by the Contractor's service team while on-site. Such a system would record maintenance / call outs and would allow for immediate access to relevant information for management purposes. The potential for the Contractor's system to link with the Contracting Authority's Building Management or Facilities Management Systems through an API should be provided for. Trackplan is the system currently in use in the Contracting Authority's premises.
- Tenderers will be required to clarify, as part of their tender proposal, how they will protect the Contracting Authority's data during the transition from the existing service provider and thereafter in accordance with the provisions of data protection legislation including GDPR. The type of information referred here relates to address-related information such as site security codes and possible personal information contained on technician job sheets.

b. Services Particular to Electronic Security and Intruder Alarm Systems Maintenance (see appendix) to include: -

- c. Maintenance of external and internal CCTV and intruder alarm systems and components thereof by way of two six-monthly visits to be carried out in accordance with I.S. EN 50131:2006, I.S. CLC/TS 50131-7:2003, and PSA 74:2019. This should include the testing of I/O's to ensure proper interoperability between it and the fire alarm system. CCTV PSA 2006-12. Access control PSA 67:2021.

d. Services Particular to Fire Alarm Systems Maintenance (see appendix), to include: -

- Annual servicing and maintenance of fire alarm systems, in accordance with IS: 3218:2024 requirements.
- A total of four (quarterly) preventative maintenance inspections/tests per annum per system.
- Testing of other inputs/outputs on the system such as door closers, keypads, lifts, automatic doors, access control systems and gas shut offs which are linked to fire alarm systems to ensure that they are operating satisfactorily.
- Ensuring that operating instructions for the system are displayed prominently adjacent to the fire panel for the safety and convenience of staff.
- Ensuring that fire alarm systems are linked through the intruder alarm system for external monitoring where in place.

e. Services Particular to Emergency Lighting Maintenance, to include: -

- Annual servicing of emergency lighting systems, in accordance with IS 3217:2023 requirements consisting of four (4) quarterly maintenance visits. These visits to include testing for proper operability of the systems.

Note – The number of properties included in the scope of the services to be provided may increase or decrease over the lifetime of the framework and pursuant contract in accordance with changes to the Contracting Authority’s business and service needs.

The current sites included in the scope of this framework are detailed below:

Breakdown of sites:

Name of Service	Circa Number of Units -
SMH Dublin South	24
SMH Dublin North	124
SMH Meath	2
TOTAL	150

Whilst every effort has been made to provide comprehensive and accurate background information and specifications, tenderers must form their own conclusions in terms of the solution to be proposed to meet the Contracting Authority’s requirements as set out above.

3.2 Type of Sites

The Contracting Authority has predominately the following types of sites.

A – Campus sites

These large campus sites are in Dublin and have the following general characteristics

- Open access 24 hours a day.
- Mix of people on site at any time including service users, staff, and visitors.

- Mix of buildings on site. These include office buildings, residential homes, leisure facilities, storage areas, catering facilities and open spaces (e.g. parkland, public realm).

B – Residential sites

These are houses classed as the service user's home and are community based. They would have certain times that where it would not be suitable to complete service such as 9-10am in the morning when service users would be getting up or at weekends. The Contracting Authority would expect the successful contractor to work closely and be advised by service staff as to the most appropriate times for call-out services to be provided. Identification will be necessary to gain access to all sites with signing in as appropriate.

C- Day Services provided in HQ buildings

These are a mix of service types that range from autism support services to larger training centres and HQ buildings. They operate in office hours Monday to Friday.

As part of contract mobilisation, the successful contractor will be required to attend an induction meeting with the Contracting Authority and the current contractor to ensure a seamless transition to the new service. Due to the vulnerability of our services all technicians will be required to be Garda vetted, the process to complete will be initiated on contract award.

3.3 Details of Contracts arising over the life of the Framework Agreement (only if Initial Contract)

In addition to the initial contract, additional contracts include

- (a) extensions of the initial contract;
- (b) addition of existing facilities / locations;
- (c) ad-hoc support services which clearly fall within the scope of supplies and services outlined.

3.4 Disposal of Redundant Equipment

When supplying new and replacement equipment and where requested by the Contracting Authority the contractor shall dispose of all redundant equipment in a licenced recycling facility, so that they cannot be re-used.

The contractor will be required to remove all waste material and packaging from Contracting Authority premises and recycle and/or dispose of same in an environmentally friendly manner.

Disposal of redundant or damaged equipment shall be in accordance with the Waste Management (Licensing) Regulations 2004 to 2011 as amended, and all applicable environmental standards and legislation at the time of disposal. As part of the disposal process, the successful contractor shall:

- Ensure that all materials/equipment are disposed of by using a Licensed Waste Disposal company.
- Provide a method statement upon request from the Contracting Authority detailing the method of disposal in a manner which mitigates any negative environmental effects, providing proof of disposal measures undertaken (see **Award Criterion E.**)

3.5 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 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

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. To demonstrate a tenderer's 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.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the standing of other Entities

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 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.

4.3 General Declarations and Financial 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.

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.

Financial and Economic Standing

Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	(a) Confirmation that the tendering party turnover exceeded [€200,000] during each 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. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:

Insurance Type

Required Level

Employer's Liability

€13 million

Public Liability

€6.5 million

Product Liability

€6.5 million

Declaration

Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.

Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

Complete the Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

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.

4.4 Technical Capacity Requirements

Personnel and Skills

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
Management Personnel	2

Technicians for the Maintenance and Support of Fire, Intruder Alarm, CCTV and Emergency Lighting Systems	4
Admin Support Staff	2
Previous Experience	
Tenderers must provide information clearly demonstrating successful delivery of three (3) previous experience/projects, similar in scope, scale and complexity involving the features as defined in this Request for Tender document.	
Health & Safety Management System	
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.	

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 based on the most economically advantageous compliant tender considering the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini tenders under the framework agreement.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	30%	3,000	n/a
Title	Cost of the Services over the period of the initial contract based on the Pricing Schedule . Tenderers must complete and sign the Pricing Schedule and Form of Tender contained within the Tender Response Document (TRD) as part of the completion of that document.		
Description			
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2,000	1,000
Title	Implementation Plan/Proposed Programme/Technical Support & Assistance		
Description	Tenderers should set out their proposal for the mobilisation and implementation of the contract at all the Contracting Authority's sites. Tenderers should consider but are not limited to the following elements in their response: - Proposed timelines involved including handover - Resources assignment - Liaison with existing contractor to facilitate a smooth transition - Submission of a list of perceived internal and external risks to the successful delivery of the project along with proposed risk mitigation strategies. This analysis should address the		

	perceived risks to the programme and budget and potential risks to the project delivery. • Back-up arrangements to ensure continuity of service • Consultative approach to be taken with Contracting Authority staff • Decision making protocols • Proposal for commencing Contracting Authority site audits • Procedure for dealing with urgent requirements during the commencement phase. Tenderers should also submit a list of perceived internal and external risks to the successful delivery of the project along with proposed risk mitigation strategies. This analysis should address the perceived risks to the programme and budget and potential risks to the project delivery. Tenderers must address, in their response, all the above requirements to reach the minimum score required to remain in the competition. Marks will be awarded based on the totality of the response. A page limit of up to 10 A4 pages applies using Calibri 11 font. – any additional pages will not be read or considered.		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	25%	2,500	1,250
Title	Proposed Delivery of Services		
Description	Tenderers should provide in comprehensive detail the range of services to be provided and the means of delivery. This should include but not be limited to the following: • Details on technical support and assistance • Engineers C.V.'s • Call Logging (Helpdesk Facilities) • Response times • Escalation processes • Liaison with local Contracting Authority staff Tenderers must address, in their response, all the above requirements to reach the minimum score required to remain in the competition. Marks will be awarded based on the totality of the response. A page limit of up to 10 A4 pages applies using Calibri 11 font (ex CV's). – any additional pages will not be read or considered.		
Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	15%	1,500	750
Title	Contract Management Proposal		
Description	Tenderers should provide comprehensive information on how they propose to manage all aspects of the Contract for the Contracting Authority This should include but not be limited to:		

	• Communications protocol • Response times to queries • Approach to dealing with technical queries • Warranties proposed for new equipment provided • Bespoke reporting format and frequency (to be agreed) • Provision of transparent and accurate billing • Service Level Agreement. A draft Service Level Agreement (SLA) should be submitted for the Contracting Authority's consideration. Appendix in the TRD includes minimum baseline requirements. The response should include examples of servicing and certification reports where applicable. Details on the person who will be the overall point of contact for the contract with the Contracting Authority and what procedure will be put in place for the provision of replacement contract management personnel if required Tenderers must address, in their response, all the above requirements to reach the minimum score required to remain in the competition. Marks will be awarded based on the totality of the response. A page limit of up to 10 A4 pages (excluding draft SLA) applies using Calibri 11 font – any additional pages will not be read or considered.		
Criterion E	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1000	250
Title	Environmental Characteristics		
Description	Tenderers should set out their proposal for the delivery of products and services to the Contracting Authority that demonstrate a commitment to supporting sustainability and protection of the environment throughout their business model. Tenderers should address but are not limited to the following elements in their proposal. • Procedure for the disposal of obsolete product in compliance with the requirements of the Contracting Authority and outlined at section 2.3 of this document. • Transportation initiatives that support a greener environment across the supply chain for the Tenderer. • Recyclable and or re-usable content of all portable fire equipment proposed for this contract at end of life. Tenderers must address, in their response, all the above requirements to reach the minimum score required to remain in the competition. Marks will be awarded based on the totality of the response. A page limit of up to 8 A4 pages applies using Calibri 11 font – any additional pages will not be read or considered.		

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

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	C
Formula employed	$\frac{A \times C}{B}$

5.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible for further consideration		

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

5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

5.4 Verification

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

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority 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 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.

5.6 Right to Confirm Suitability

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 establishment of the framework and award of any contract.

6 Instructions for Tenderers

6.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.2 Submission of Tenders

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

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

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

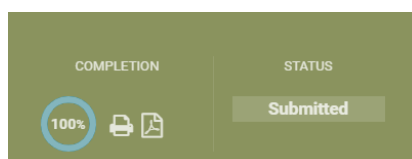
6.2.1 Accessing Documents

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

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

6.2.2 Submitting your Response

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



If you do not receive a message similar to above and an email to the address of the person who submitted the tender response, you have not submitted your response.

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

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.3 Queries

The closing date for submitting queries is specified on the title page.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

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.

6.4 Extension of the Tender Deadline

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 calendar days before the original closing date.

Tenderers will be responsible for any costs incurred by them if they are required to attend clarification or other meetings or make a presentation of their proposals.

6.5 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.

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenders / Amending Tender Documents

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

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

6.8 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 party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation, and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns during the evaluation process. 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 the Contracting Authority.

6.11 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 as between the total cost in the Form of Tender and the individual prices in the Pricing Schedule. 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 Form of Tender 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.

6.12 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 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. 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.

6.15 Publicity

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

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

6.16 Right Not to Award

The Contracting Authority 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 to source the requirement with more than one service provider.

The Request for Tender is issued in good faith; however, the Contracting Authority 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.

6.17 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) calendar days from the date of notification of unsuccessful tenderers (‘standstill period’).

6.18 Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority 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.

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

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

6.23 Knowledge and Skills Transfer

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

6.24 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 euro (€).

All prices and rates quoted should be based on both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 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.

6.26 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the “2002 Act”), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

All responses to this Request for Tender 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 Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or during any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority’s obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered because of such disclosure.

6.30 Late Payment

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

6.31 Data Protection

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

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

The tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the tenderer in this Competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including supply chain and related risk factors.