



OLLSCOIL NA GAILLIMHE
UNIVERSITY OF GALWAY



BE3606F – Request for Tender to Establish a Single-Supplier Framework Agreement for the Provision of Catering Services Concession for the University of Galway

Scope of Framework	BE3606F – Request for Tender to Establish a Single Supplier Framework Agreement for the Provision of Catering Services Concession for the University of Galway
Procedure	Single Stage Process with Negotiation* (Open National)
Tender Reference	BE3606F
Issue Date	MONDAY 23 RD OF FEBRUARY 2026
Site Visit Confirmation Date	Monday 9 th of March 2026 @ 17:00 Hrs
Site Visit Date	Friday 13 th of March 2026 @ 17:00 Hrs
Closing Date for Queries	Monday 23 rd of March 2026 @ 12:00 Hrs
Contact for Queries	CLARIFICATIONS THROUGH ETENDERS
Closing Date / Time for receipt of Tenders – to be submitted via www.etenders.gov.ie ONLY	TUESDAY 31 ST OF MARCH 2026 @ 12:00 HRS

Please note that information relating to this Request 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 the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

* As the subject matter of this competition is defined as a Concession within the context of Directive 2014/23/EU, where the choice of procedure is open to the Contracting Authority, the procedure chosen on this occasion is a single-stage procedure involving negotiations. The Contracting Authority reserves the right to enter negotiations with some or all tenderers who submit a valid responsive tender. Negotiations may be held on all aspects of the service under each of the published Award Criteria. The Contracting Authority also reserves the right to award the concession contract directly following receipt of initial tenders without recourse to negotiations with individual tenderers.

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The following documents are to be completed at contract finalisation and are provided for information purposes.

Appendix 5:	Framework Agreement
Appendix 6:	License Agreement Contract (Attached as a separate PDF document)
Appendix 7:	Confidentiality Agreement
Appendix 8:	General Data Protection Regulation (Regulation (EU) 2016/679)

Part 1: Introduction

1.1 The Education Procurement Service (EPS) on behalf of the University of Galway (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the appointment of to a Single Supplier Framework Agreement for the provision of the services as described in the Appendix 1 within the TRD to this this RFT (the “Services”).

1.2 In summary, the Services comprise:

This Service Concession at the University of Galway, will involve a contract or contracts for pecuniary interest concluded in writing between **University of Galway and the successful tenderer, to be known as “the Concessionaire.”**

The Concessionaire will be appointed under a single-party framework agreement and will be responsible for the operation, management and development of Saol Café, the University’s Social Enterprise Café located in the ILAS Building, together with the provision of associated hospitality catering services. The Concessionaire shall operate the service in accordance with social enterprise principles, including inclusive and supported employment, environmental sustainability and community engagement, while assuming the commercial risk of the operation and complying with all contractual, legislative and University policy requirements.

1.3 *Not Used*

1.4 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”). Any license agreement that may result from this Competition will be issued for a term of **three (3)** years (“the Term”).

During this period regular reviews will take place based on service level, price, performance and any market changes with the successful tenderer(s). Should the review prove successful, the Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to **Twenty-four (24)** months with a maximum of **two (2)** such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The Term will not exceed **Seven (7)** years in aggregate.

- 1.5 The Contracting Authority estimates that the aggregate expenditure on the Services to be covered by the proposed Service Succession may amount to some **€1.4m** (excl. VAT) over the lifetime of the agreement. Tenderers must understand that this figure is an estimate only based on current and future expected usage under this License agreement.
- 1.6 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Framework Agreement and/or a Licence Agreement. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Licence Agreement.

No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

No contractual rights in relation to any Framework Client will exist unless and until a formal written Licence Agreement has been executed by or on behalf of the Framework Client.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition (or, for the avoidance of doubt) at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Licence Agreement under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that neither the Contracting Authority shall be under any obligation to purchase any minimum value of Services under any Framework Agreement.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data 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 RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

- 2.1.5** The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

- 2.1.6** Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

2.2 COMPLIANT TENDERS

- 2.2.1** If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's 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 Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a)** 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 PROVIDED THAT they confirm

that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;

- (b). To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK AND LICENSE AGREEMENT

- 2.3.1 The award of License Agreement under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers should also note the terms and conditions of the License Agreement set out at Appendix 6 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the License Agreement at Appendix 6 to this RFT by signing the Tenderer's Statement at Appendix 3.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 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 in response to this RFT, the Contracting Authority 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 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 appointment to any Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework

Agreement and any License Agreement (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the “paper plane” icon first and then on the “Submit” button. After the “Submit” button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than **12:00Hrs on Tuesday 31st of March 2026** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

- 2.6.3 Tenders must be submitted in **English**.

- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using the following formats for example, Word, Excel and/or PDF Reader.

Tenders must submit the **Tender Response Document (TRD)** duly completed.

The TRD comprises of the following documents:

TRD Section A: Selection Criteria

A.1 - A.2: Economic & Financial Standing

A.3 – A.6: Technical & Professional Ability

Appendix 3: Tenderer’s Statement

Appendix 4: Declaration of Personal Circumstances of Tenderer

Tenderers **MUST** meet and Pass all of the requirements in Section A to be evaluated under Section B of the TRD.

Section B: Appendix 1 Specification & Supplier Response

Appendix 1: Specification & Tender Response

Appendix 2: Pricing Schedule

The completed TRD must be returned in accordance with Section 2.6 of the RFT.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt. Documents should not be saved with a filename containing any of the following characters: ~ " # % & * : < > ? / \.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **12:00 Hrs on Monday 23rd of March 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority 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.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Expression of Interest" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
 - (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

- (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the License Agreement shall be borne by the Tenderer.
- 2.10.5 Tenderers should note that menu prices may be increased only on the twelve-month anniversary of start date of the provision of the services and on subsequent twelve-monthly anniversaries thereafter, only in agreement with University of Galway. A breakdown of cost drivers with Verifiable evidence in writing justifying these changes must be submitted with any price change request.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any License Agreement awarded, the successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the regulations.
- 2.11.2 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 S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any License Agreement pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any License Agreement entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or Consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision

on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any License Agreement pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information.

Prior to the award of any License Agreement arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently.

In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any License Agreement entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

- 2.20.1** A Site Appraisal can be facilitated for the purposes of an assessment. Tenderers wishing to avail of this opportunity must confirm their interest by contacting the EPS by **Monday 9th of March 2026 @ 17:00 Hrs** via eTenders - competition reference BE3606F. All Site Appraisals **MUST** be completed by **Friday 13th of March 2026 @ 17:00 Hrs**. Tenderers will be allocated a maximum of 45 minutes for their site visit. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.21 INSURANCE

- 2.21.1** The successful Tenderer(s) shall be required to hold for the term of the License Agreement, **insurances of the type and to the minimum level specified in this RFT.**

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million
Public & Product Liability	€6.5 million
Motor TPPD Insurance	€2.6 million
Cyber Insurance	€500,000

- 2.21.2** By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a License Agreement

- (i) they will, from the Effective Date of the License Agreement (as defined in the License Agreement), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1,
- (ii) the territorial limits and jurisdiction of its insurance policies include the Republic of Ireland and
- (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any License Agreement.

- 2.21.3** The successful Tenderer will, during the term of the Services Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate ESPD in respect of such Subcontractor completing those sections of the ESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the "Exclusion Grounds") and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

All Tenderers must declare by selecting appropriate boxes set out in the table below that they can meet the following financial and economic standing requirement(s) and must be able to furnish the following documentation at award stage should they be successful. Tenderers will either Pass OR Fail this qualification criterion.

Ref	Pass/Fail Criteria	Pass Requirement
A1	Company Summary	Please complete the table provided in the Tender Response document (TRD) with your Company Summary. If the Tenderer is a grouping, then separate information must be completed for each group member.
A2	Financial Capacity	A2.1 Insurance: Details of the level of Insurances in place In accordance with that stipulated in Section 2.21. A2.2 Up to date Tax Clearance Certificate or Online Verification details. A2.3 Statement of Turnover: Candidates must be able to provide objective evidence on request from an independent source (e.g. an auditor's statement) confirming that during any of the three previous financial years the Candidate's annual turnover exceeds €600,000 for 2022/2023/2024. In the absence of turnover, candidates must be able to demonstrate financial viability via access to funding, or equivalent evidence. Audited accounts must be provided to support the turnover statement. In line with current legislation, where a company has an annual turnover of less than €12 Million then audited accounts are not necessary. In these instances a statement of accounts from the company's

Tenderers must provide the supporting documentation specified above without delay 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 the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

Tenderers must declare that they satisfy the technical and professional requirement(s) tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Ref	Pass/Fail Criteria	Pass Requirement
A3	Previous Experience	Tenderers must provide information clearly demonstrating successful delivery of three (3) previous comparable experience involving the features as defined in the TRD.
A4	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.
A5	Food Safety Management System	Tenderers must provide below information which demonstrates adherence on their own part and that of their suppliers, to a regulatory system such as hazard analysis and Critical Control Point (HACCP) which provides a systematic preventative approach to biological, chemical and physical hazards in food production and processing.
A6	Environmental Management System	Tenderers must demonstrate compliance with all the relevant Environmental legislation and guidelines. The Contracting Authority reserves the right to seek further information to verify compliance.

Tenderers must provide the supporting documentation specified above without delay 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 the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

- 3.2.C Where the Tenderer is unable, for a valid reason, to provide the documentation required under the Accreditation Criterion, the Tenderer must inform the contracting authority of that valid reason and provide such other suitable alternative documentation to prove, to the satisfaction of the contracting authority, their ability to provide the proposed solution for the duration of the Contract.
- 3.2.D The Contracting Authority may seek further supporting documentation in relation to the requirements specified in clause 3.2.A, at its sole discretion.
- 3.2.E Tenderers relying on the paragraph 3.2 capacities 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.

3.3 AWARD CRITERIA

- 3.3.1 The Services Contract will be awarded on the basis of the most advantageous tender(s) as identified in accordance with the following criteria:

NOTE: Tenderers should note that they must achieve the minimum Score for section A, B, & C below. Tenderers who do not meet the minimum score for any one of the criteria's will be eliminated from the competition.

BE3606F - Catering Services Concession for the University of Galway				
Section	Award Criteria: All sub criteria carry equal weight/marks	Weighting	Total Maximum Score	Minimum Score (60%)
A. Quality of the Food and Beverage Concept Proposed and Innovation Strategy				
A	Marks will be awarded based on the information provided in relation to the requirements covered In <u>Quality of the Food and Beverage Concept Proposed and Innovation Strategy</u> :	15%	150	90
B. Sustainability, Environmental Impact, and Corporate Social Responsibility (CSR)				
B	Marks will be awarded based on the information provided in relation to the requirements covered in <u>Sustainability, Environmental Impact, and Corporate Social Responsibility (CSR)</u> .	20%	200	120
C. Social Enterprise Staffing, Training, Mentoring and Supports				
C	Marks will be awarded based on the information provided in relation to the requirements covered in <u>Social Enterprise Staffing, Training, Mentoring and Supports</u>	25%	250	150
D. Service Delivery and Flexibility				
D	Marks will be awarded based on the information provided in relation to the requirements covered in <u>Service Delivery and Flexibility</u> :	20%	200	120
E. Total Cost				

E	Please see Appendix 2 – Pricing Schedule for details.	20%	200	Not Applicable
	• Capital Investment Value and Concession Fee	15%	150	
	• Tariff (Café + Hospitality)	5%	50	
Total Maximum Score Available		100%	1000	

Tenderers must achieve a minimum of 60% on all tender award criteria above, excluding Capital Investment Value and Concession Fee, in order to avoid elimination from the competition. Only tenderers who have achieved the 60% will be evaluated against ultimate Cost. Appendix 1 contains individual award weightings including the 60% minimum score requirement.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any tender.

Suppliers please note:

- This specification document is designed to assist the contracting authority in its evaluation of your tender and to enable suppliers to provide structured responses to key deliverables. It is structured to reflect the award criteria as set out in the RFT.
- Please note responses to individual questions will **NOT** be scored separately but collectively they will provide a basis for assessing the merits of the tenderer's overall response to each award criterion and sub-criterion.
- Where abnormally low tenders are received the Evaluation team shall require the tenderer to explain the price proposed in Appendix 2 (per Article 69 of the EU Procurement Directives 2014/24). Where the tenderer cannot provide a sufficient explanation, the contracting authority is entitled to reject the tender
- **Next Ranked Supplier** – The award of any contract is subject to the successful tenderer meeting the required specification and standards as set out in this RFT and Appendix 1. Should the required specification and standards not be met, EPS reserves the right, in consultation with the Contracting Authority, to award any contract to the next highest-ranked Tenderer.
- **Tie Break** – If the evaluation outcome results in a tie between two or more Tenders, then the Tender with the highest score for the highest weighted criterion shall be deemed the most economically advantageous tender. If the score remains in a tie, the remaining criterion will be assessed by the highest weighted until there is no longer a tie. If the score remains a tie after all criteria are assessed, the tenderers will be asked to submit a Best and Final Offer (BAFO).

A failure to answer question(s) may leave the contracting authority with insufficient information on which to base a thorough evaluation and in turn may result in loss of marks in respect of the relevant Award Criterion. Therefore, please ensure you complete ALL sections of this questionnaire.

Tenderers must use Appendix 1: Specifications & Supplier Response Document to structure their response on how they meet the requirements.

The Highest Capital Investment Value and the Concession Fee will receive the maximum score achievable under this criterion.

$$\text{Pricing Score} = \frac{\text{Concession fee being evaluated} \times \text{Maximum points available for Concession fee}}{\text{Highest Concession fee}}$$

Note: The above formula includes Capital Investment & Concession Fee

$$\text{Pricing Score} = \frac{\text{Max Marks Available} \times \text{Lowest Tariff Offered (Saol Café \& Hospitality)}}{\text{Cost of bid being evaluated}}$$

Responses for the Award Criteria items will be scored using the following matrix:

Scoring Range		Meaning
Excellent	91% – 100%	Excellent response that fully meets and exceeds requirements, providing comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an exceptional standard.
Very Good	80% – 90%	A very good response that demonstrates real understanding and fully meets the requirements and provides convincing assurance that the Tenderer will deliver to high standard.
Good	60% – 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and provides reasonable confidence that the minimum requirements will be delivered. However, it does not provide sufficiently convincing assurance to award a higher mark.
Fair	30% - 59%	A response where reservations exist due to a lack of convincing details and comprehensive credibility. There is a significant risk that the requirements will not be delivered to a satisfactory standard.
Poor	1% – 29%	A response that raises significant reservations, due to insufficient detail, critical or notable deficiencies, that seriously lacks credibility, presenting a high risk of non-delivery.
0	0%	No Response or partial Response that completely fails to address the criterion under consideration.

The scoring of the Qualitative Award Criteria including all sub-criteria will be based on an assessment of the information provided by Tenderers, which **MUST** be supplied by Tenderers via the completed Tender Response Document. The Evaluation Group will assess the information provided and each response element will be awarded marks using the scoring methodology set out above.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the License Agreement to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.
- (c) The award of any contract is subject to the successful tenderer meeting the required specification and standards as set out in this RFT and Appendix 1. Should the required specification and standards not be met, the EPS reserves the right, in consultation with the Contracting Authority, to award any contract to the next highest-ranked Tenderer.
- (d) If the evaluation outcome results in a tie between two or more Tenders, then the Tender with the highest score for the highest weighted criterion shall be deemed the most economically advantageous tender. If the score remains in a tie, the remaining criterion will be assessed by the highest weighted until there is no longer a tie. If the score remains a tie after all criterion are assessed, the tenderers will be asked to submit a Best and Final Offer (BAFO).

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderer(s) must sign and return the License Agreement and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than fourteen (14) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed License Agreement returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the License Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed License Agreement and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the License Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

In response to this Competition, Tenderers are required to complete the Tender Response Document (“TRD”) which is provided as a separate attachment to this RFT.

Provision of Catering Services - Saol Café Social Enterprise Café, University of Galway

1. SUBJECT MATTER OF THE SERVICE CONCESSION

University of Galway (the Contracting Authority) invites tenders for the establishment of a single-party Service Concession for the management and operation of Saol Café, the University’s Social Enterprise Café located within the Institute for Lifecourse and Society (ILAS Building), together with the provision of hospitality catering services in support of meetings, conferences, summer schools and events hosted within the ILAS Building and on campus.

The successful Tenderer (the Concessionaire) shall be responsible for delivering the services in a manner that protects, sustains and develops the social enterprise ethos of Saol Café, including inclusive employment practices, community engagement, environmental sustainability and the provision of high-quality, good-value food and customer service.

2. NATURE OF THE CONCESSION

This Service Concession involves a contract for pecuniary interest concluded in writing between University of Galway and the Concessionaire.

The consideration for the Concession shall consist of:

- the right to exploit the café and hospitality services; and
- payment of an agreed concession fee and/or hospitality referral fees to the University, as specified in the Contract.

The Concession involves the transfer of operating and commercial risk to the Concessionaire. The University does not guarantee volumes, turnover, footfall or profitability.

3. SCOPE OF SERVICES

3.1 ILAS Building, Saol Café and Customer Profile

Location and Context

Saol Café is located within the Institute for Lifecourse and Society (ILAS) in the ILAS Building at University of Galway. ILAS is a major interdisciplinary research institute and is home to a number of research centres and initiatives, including:

- Centre for Disability Law and Public Policy (CDLP)
- Community Engaged Research in Action (CORA)
- Community Knowledge Initiative (CKI)
- Health Economics and Policy Analysis Centre (HEPAC)
- Irish Centre for Social Gerontology (ICSG)
- Irish Centre for Autism and Neurodevelopmental Research (ICAN)
- PPI Ignite Network
- UNESCO Child and Family Research Centre (UCFRC)
- Centre for Applied Linguistics and Multilingualism

The building accommodates academic staff, researchers, undergraduate and postgraduate students, visiting scholars and members of the wider university community on a daily basis.

Saol Café and Community Use

Saol Café opened in 2015 and has established a strong reputation for modelling inclusive employment practices, engaging local producers and suppliers, and delivering quality food and customer service. In addition to serving the university community, the ILAS Building hosts a range of community-based and outreach activities, including adult learning initiatives, community groups, language classes, evening programmes and workshops. As a result, Saol Café serves a diverse and inter-generational customer base, including staff, students, visitors and members of the local community.

3.2 Café Operations – Saol Café

The Concessionaire shall be responsible for the day-to-day operation of Saol Café, including:

- Operation during agreed opening hours, including flexibility to support pre-booked evening and weekend business
- Provision of a social enterprise-style café offering, including:
 - Fresh sandwiches, salads, soups, quiches
 - Hot and cold beverages
 - Scones, baked goods and snacks
- Delivery of nutritious, competitively priced food suitable for a diverse university and community customer base
- Maintenance of a welcoming, inclusive and community-oriented café environment
- Opening Hours - Saol Café currently operates during the following standard opening hours:

Monday to Friday: 08:00 – 14:00

These hours generally apply throughout the academic year and during the summer period. In addition, Saol Café opens outside standard hours, including evenings and weekends, to support pre-booked hospitality, meetings, events and conferences, as required.

The café typically closes for a limited period of two to three weeks during August; however, this is subject to operational requirements and confirmed summer hospitality business.

Tenderers should note that academic term dates for University of Galway (including 2025/26) are published on [Academic Term Dates - University of Galway](#).

Tenderers must demonstrate flexibility in opening hours to respond to academic schedules, community use and hospitality demand, in consultation with the University.

3.3 Hospitality and Event Catering

The Concessionaire shall provide hospitality catering services to support activities within the ILAS Building and on campus, including:

- Meetings, conferences, summer schools and academic or community events
- Catering services ranging from tea and coffee breaks to full-day catering packages

- Capacity to support hospitality events of up to approximately 200 delegates
- Hospitality business may be referred via University-appointed channels and shall be subject to referral fees as set out in the Contract. Hospitality business is primarily referred from Atalia Student Residences DAC, a wholly owned subsidiary company of the Contracting. Tenderers should factor in a minimum 6.25% referral fee to be paid on Atalia referred hospitality business.

3.3.1 Additional Service Requirements:

A: Campus Hospitality Services:

- Teas/Coffees delivery to offices (may include homemade scones/sandwiches/cold plates including healthy options)
- Canapé receptions (Minimum of 2 healthy options at all times)
- Buffets/reception volume events for up to 200+
- Washable/reusable crockery/tableware to be provided for all hospitality service provisions at all times. The use of single use solutions are not permitted.
- Important Note:
Campus hospitality services are shared across all catering operators on campus under the quotation process. Service requirements and menu pricing will be agreed on contract award.

B: Conferences & Events Hospitality Solutions (including over the summer period):

- Lunches, receptions, canapé receptions and buffets for up to 200+ (Minimum of 2 healthy options at all times)
- Teas/Coffee stations for event breaks (variety for all services)
- Washable/reusable crockery/tableware to be provided for all hospitality service provisions at all times. The use of single use solutions are not permitted.
- Important Note: Conferences and events hospitality are shared across all catering operators on campus under the quotation process. Service requirements and menu pricing will be agreed on contract award.

C: Hospitality personnel:

- As with all our hospitality venues on campus, the quality, commitment, and motivation of the personnel in all catering operations at University of Galway are key to the customer experience for our students, staff and visitors. Friendly, professional staff who will develop a good rapport with customers will be an essential prerequisite. The successful applicant must demonstrate a proven track record in motivating a team to provide an exceptional quality food proposition with outstanding customer service. They must also include experience of operating within environments that require delivery at varying scales and service intensities.

3.4 Business Development Opportunities

- University of Galway continues to invest in the development of its campus infrastructure, including student accommodation located in close proximity to the ILAS Building.
- A new student residence comprising approximately 674 bed spaces is located adjacent to Saol Café. The residence is occupied by students during the academic year (approximately 36 weeks) and is operated for tourist, educational and conference use during the summer period.
- This development presents potential opportunities for increased footfall and additional business, particularly in relation to takeaway sales, extended trading periods and hospitality services.

- While no minimum volumes or turnover are guaranteed, the successful Concessionaire will be expected to demonstrate a proactive approach to business development, identifying and responding to opportunities to grow the service in a manner that aligns with the social enterprise ethos of Saol Café.

3.5 Social Enterprise and Inclusive Employment

Saol Café operates as a social enterprise. The Concessionaire must therefore demonstrate experience and capability in delivering catering services within a social enterprise or supported employment framework.

This includes:

- Delivery of inclusive and supported employment, including for individuals who face barriers to employment
- Provision of enhanced training, mentoring, supervision and workplace supports
- Demonstrated experience of managing staffing models that require additional supervision and supports
- Engagement with employability and disability support agencies where appropriate

The Concessionaire must recognise that social enterprise delivery has implications for staffing structures, operational approaches and cost models.

3.6 Staffing and TUPE

- TUPE applies to this contract
- The Concessionaire shall comply fully with all obligations under TUPE legislation
- The Concessionaire shall be responsible for all staffing required to operate the café and deliver hospitality services
- Adequate staffing levels and contingency arrangements must be maintained at all times
- A designated senior operational and Head Office contact must be provided to the University
- Note 3.2.2 in relation to scaling for hospitality events.

3.7 Food Production Facilities and Logistics

- Saol Café does not have a full production kitchen
- Back-of-house facilities are limited to preparation and wash-up functions
- All food, including hospitality catering, must be prepared off-site and transported to the café and event locations
- The provision and operation of an off-site production kitchen is the responsibility of the Concessionaire and does not form part of this tender
- All food production, transport and delivery must comply with food safety, hygiene and temperature control requirements

3.8 Sustainability and Environmental Management

The Concessionaire shall support the University of Galway Sustainability Strategy, including but not limited to:

- Waste reduction, segregation, recycling and composting
- Use of reusable crockery and glassware for dine-in and hospitality services
- Reduction of single-use packaging and plastics
- Single use cups are prohibited from use on the campus.
- Provision of milk alternatives
- Compliance with the Deposit Return Scheme (no requirement to provide a reverse vending machine)
- Provision of regular sustainability and waste reports to the University

3.9 Exclusivity Arrangements

- The University has existing exclusivity contracts, including for non-alcoholic cold beverages (soft drinks)
- Additional exclusivity arrangements may be introduced during the contract term

3.10 Marketing, Communications and Systems

The Concessionaire shall be responsible for:

- Actively promoting the café and hospitality services to the University community
- Maintaining a strong digital and social media presence
- Using or implementing appropriate systems where possible to support:
 - Online ordering (particularly for hospitality)
 - Inventory, waste management and reporting
 - Operational communication and performance monitoring

3.11 Maintenance, Equipment and Overheads

- The University shall be responsible for:
 - Maintenance of the building structure and external fabric
 - Replacement of heavy catering equipment, light equipment is the responsibility of the concessionaire.
- The Concessionaire shall be responsible for:
 - Planned and reactive maintenance of all catering equipment
 - Internal maintenance of the unit
 - Daily cleaning of café areas
 - Utilities, waste disposal, insurance and commercial rates (with certain utilities recharged by the University where applicable)

- The following is an indicative summary of catering equipment currently installed within Saol Café. This list is provided for information purposes only and does not constitute a guarantee as to condition, capacity or suitability:
 - Refrigerator KANECO PH:4565070 ITEM NO:22418
 - Freezer KANECO PH:4565070 ITEM NO:22190
 - Deli Refrigerator KANECO PH:4565070 ITEM NO:21962
 - Dairy Refrigerator KANECO PH:4565070 ITEM NO:21050
 - Drinks Refrigerator KANECO PH:4565070 ITEM NO:21506

Tenderers are responsible for satisfying themselves as to the adequacy of existing equipment and for the provision of any additional equipment required to deliver the services in accordance with this RFT.

3.12 Financial Transparency and Open-Book Operation

- The Service Concession shall operate on **an open-book basis**
- The Concessionaire shall maintain accurate financial and operational records
- The University reserves the right to inspect records and seek independent verification of turnover
- Regular financial, management and sustainability reports shall be provided

3.13 Indicative Turnover Information (For Information Only)

Indicative historic turnover information for Saol Café and associated hospitality services is provided below for information purposes only, to assist Tenderers in understanding the current scale and profile of trading.

This information:

- is historic and non-binding
- does not constitute a representation or guarantee of future turnover, volumes or profitability
- does not limit the Concessionaire's responsibility to undertake its own due diligence

Actual Sales 2024/2025	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
Retail Sales - Net Of VAT	0	9,619	9,484	9,634	3,898	5,582	8,405	8,931	8,353	7,324	6,896	6,205	84,331
Hospitality Sales - Net of VAT	12,832	8,513	539	2,650	2,629	0	707	3,627	0	5,696	7,964	4,070	49,227
Total Sales 2024/2025	12,832	18,132	10,023	12,285	6,527	5,582	9,112	12,558	8,353	13,020	14,860	10,275	133,558

Actual Sales 2023/2024	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
Retail Sales - Net of VAT	0	7,418	8,393	7,613	4,422	8,647	8,470	8,979	7,686	7,487	6,494	6,195	81,804
Hospitality Sales: Net of VAT	601	862	11,276	9,553	9,681	2,633	2,695	314	2,172	4,947	33,491	18,640	96,865
Total Sales 2023/24	601	8,280	19,669	17,166	14,103	11,280	11,165	9,293	9,858	12,434	39,985	24,835	178,669

3.14 Use of the Irish Language (Gaeilge)

The Concessionaire shall support the use and visibility of Gaeilge within Saol Café and associated hospitality services.

In line with the public sector's commitment to promoting the Irish language and the obligations of the contracting authority under the Official Languages (Amendment) Act 2021, tenderers are required to ensure that they comply with the following, in respect of the provision of services on behalf of the public body:

All oral announcements (live or recorded) and the contents of any signage or advertisements must be in Irish or in Irish and in English. All communication received in Irish in writing, by

electronic mail or through social media posts, must be replied to in Irish. All communication in writing, by electronic mail or through social media posts with the general public for the purpose of furnishing information must be in Irish or in Irish and English.

Full fluency among all staff is not required, however, tenderers should outline how they will accommodate interactions in Irish, such as through trained staff, standard greetings, or available translation materials.

The contracting authority retains responsibility for compliance with the Act and may, over time, enhance Irish-language requirements in future contracts under this framework. Further information on the Act is available at: <https://www.irishstatutebook.ie/eli/2021/act/49/enacted/en/html>

4. EXCLUSION OF SCOPE

The following are expressly excluded from the scope of this tender:

- Provision or fit-out of a full on-site production kitchen
- Capital works to the building structure or external fabric
- Provision of a Deposit Return Scheme reverse vending machine
- Any guarantee of turnover, footfall or profitability

Tenderers are responsible for carrying out their own due diligence.

Appendix 2: Pricing Schedule

The Pricing Schedule provided in the Excel file attached must be completed for the services you are tendering for. This file is entitled:

BE3606F - Appendix 2 – Pricing Schedule

Request for Tenders for the Provision of Catering Service Concession for the University of Galway,

Please submit in excel format **as a separate document.**

The relevant Pricing Schedule must be completed in full, based on the proposed model and returned as part of the Tender submission. Insert “n/a” in the fields that are not applicable and include additional rows where space provided is insufficient.

Tenderers are reminded that the prices quoted must be in compliance with the requirements set out in paragraph 2.10 of this RFT, i.e.: they must be all-inclusive, fixed, expressed in **Euro** and **exclusive of VAT**.

Any particular and merits should be identified in the comments section to facilitate scoring under paragraph 3.3 Award Criteria.

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: University of Galway (the "Contracting Authority")

RE: BE3606F – Request for Tender to Establish a Single Supplier Framework Agreement for the Provision of Catering Services Concession for the University of Galway

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the License Agreement, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of:
 - a) the RFT;
 - b) the Framework Agreement and agree that, if appointment to the framework, we will execute the Framework Agreement at Appendix 5 of the RFT and the Confidentiality Agreement at Appendix 7 of the RFT;
 - c) the License Agreement Contract and agree if awarded any contract pursuant to the Framework Agreement to execute the License Agreement Contract at Appendix 6 of the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to supply the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any contract pursuant to a Framework Agreement that we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline, specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any License Agreement under the RFT, have in place on the Effective Date of the License Agreement all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our

participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the License Agreement) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: BE3606F – Request for Tender to Establish a Single Supplier Framework Agreement for the Provision of Catering Services Concession for the University of Galway

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

1. I, [Click here and insert name of Declarant], of [Click here and insert name of entity] and am authorised by [Click here and insert name of entity] to make this declaration which relates to a tender (“the Tender”) submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] (“the Contracting Authority”).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:

Ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

Ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.

Ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests.

Ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

Ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

Ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]
 - (a) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - (b) Has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]

- (a) Has in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the goods provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - (b) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - (c) Is not guilty of grave professional misconduct.
 - (d) Has not entered into agreements with other economic operators aimed at distorting competition.
 - (e) Is not aware of any conflict of interest due to its participation in the Competition.
 - (f) Has not had any prior involvement in the preparation of the Competition.
 - (g) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages, or other comparable sanctions.
 - (h) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - (i) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
 6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
 7. Any subcontractor, supplier, or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in

this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Declared before me by _____ who is personally known to me.

(or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

Appendix 5: Framework Agreement

Re: BE3606F – Request for Tender to Establish a Single Supplier Framework Agreement for the Provision of Catering Services Concession for the University of Galway

THIS FRAMEWORK AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20 [YEAR]:

(“the Framework Agreement”)

BETWEEN:

University of Galway, whose offices are located at [Address] (“the Contracting Authority”); and

[Insert name of Framework Member] whose principal place of business is at [Address] (“the Framework Member”)

(each a “Party” and together the “Parties”)

WHEREAS:

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] and entitled “[]” (“the RFT”) the Contracting Authority invited economic operators (“Tenderers”) to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the “Services”). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender] (“the Submission”). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means [];

“Contract” means a contract which is awarded in accordance with this Framework Agreement

“License Agreement” means the template contract attached at Appendix 6 to the RFT;

“Framework Client” means any party identified in Part 1, paragraph 1.4 of the RFT who may award Contracts pursuant to this Framework Agreement;

“Framework Term” means the period set out in Clause 2.5 of this Framework Agreement;

“Month” means a calendar month;

“Prime Contractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT;

“Subcontractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT;

Unless otherwise specified herein, a defined term used in this Framework Agreement shall have the same meaning as assigned to it in the RFT.

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire in four 4 years thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.
- 2.6 **Not Used**

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

4. LICENSE AGREEMENT CONTRACT

- 4.1 This Framework Agreement relates to the provision of the Services.
- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Framework Client(s) in accordance with the License Agreement. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Contract, the successful Framework Member shall be required to enter into the Contract with the Framework Client.

5. PROCEDURE FOR THE AWARD OF SUPPLEMENTARY TENDERS

- 5.1 **Not Used**

6. AWARD CRITERIA

6.1 *Not Used*

6.2 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Framework Client.

6.3 *Not Used*

7. APPLICABLE LAW AND JURISDICTION

7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and any and all Contract(s).

9. TAX CLEARANCE

9.1 The Framework Member shall comply with all EU and domestic taxation laws and requirements.

9.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Client. By supplying these numbers the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

10. ANTI COMPETITIVE CONDUCT

10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Subcontractor(s)) (a "Conflict") must be fully disclosed to the Contracting Authority and any relevant Framework Client(s) immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority and / or the Framework Client(s) may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Framework Client(s) will, in their absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

12.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority and / or Framework

Client(s) immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

13. CONFIDENTIALITY

- 13.1 All communications between the Contracting Authority or any Framework Client(s) and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority and any Framework Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member's employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority and/or the Framework Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority and/or the Framework Client(s).
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority and any relevant Framework Client(s) has given their prior written consent to the relevant communication.

14. NOTICES

- 14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- 14.2 All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email, on the next calendar day following transmission.

15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

- 16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. Neither the Contracting Authority nor any Framework Client shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

- 17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving one (1) months written notice to the Framework Member.
- 17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;
- 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.
- Without prejudice to the generality of the foregoing, the following shall be deemed to be a serious breach of a Contract awarded pursuant to this Framework Agreement:

Important Point to Note: Any repeat of moderate breaches will be treated as serious breaches.

- 17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
- 17.2.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply to the Framework Member;

- 17.2.5 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
- 17.2.6 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.4 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

- 18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- 19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- 19.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

- 19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- 19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- 19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within 30 days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the FRAMEWORK MEMBER in the presence of: _____ Witness
--	---

ANNEX 1 TO THE FRAMEWORK AGREEMENT

Review of Performance of Framework members

- Framework member's performance will be continually monitored over the term of the Framework Agreement. The format will be agreed between the Contracting Authority and the framework members. A formal annual review will take place on the anniversary of the establishment of the Framework. Cost competitiveness, quality of service and turnaround time will be the considered for measuring performance.
- **Please note: Frequent non-responses to requirements, or consistent poor performance issues may result in removal from the Framework.**

FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS Reporting to the Contracting Authority

Upon requested by the Contracting Authority, Framework Members will be required to provide the following **minimum** management information to the Contracting Authority on bi-annual basis:

Date:	
Framework Member:	
Framework Member's Key Account Manager:	
Framework Client:	
Client's Contact Email Address:	
Current Engagement Title and Short Description:	
Estimated € Value of Engagement:	€ Insert Amount
Start Date of Engagement:	
Proposed End Date of Engagement:	
Actual End Date (if completed):	
Amount Billed To Date:	€ Insert Amount

It is a condition of the Framework Agreement that additional and different reports may be requested and required during the lifetime of the Framework Agreement and any Contracts awarded.

All management information should be readily available for the Contracting Authority within five (5) working days from the written request. Reports shall be made available in such electronic and paper formats as may be requested by the Contracting Authority.

Appendix 6: License Agreement

The License Agreement is attached as a separate PDF document)

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The University of Galway, of [insert Address] (hereinafter “the Contracting Authority”) of the one part; and

[Framework Member's legal name] of [Framework Member's address] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) to participate in a framework for the provision of the services described in Appendix 1 to the RFT (the “Services”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor and the Client have entered into a framework agreement dated [insert date] (“the Framework Agreement”).

- B. For the purposes of the tender process referred to in the RFT (the “Competition”), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) certain confidential information (the “Confidential Information”) as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority and the Framework Clients (as defined in the RFT).

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and/or the Framework Clients and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, any Framework Client, the provision of services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Framework Agreement and/or the Contract(s); and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

- 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 3.2 not, without the prior written consent of the Contracting Authority and any relevant Framework Client, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority and the Framework Clients; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Agreement will not apply to any Confidential Information:

- 4.1 in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority or the Framework Client, as applicable; or
- 4.2 which is or becomes public knowledge other than by breach of this clause; or
- 4.3 is independently developed by the Contractor without access to or use of the Confidential Information; or
- 4.4 is lawfully received from a third party (with full right to disclose).

5. The Contractor undertakes:

- 5.1 to comply with all directions of the Contracting Authority and the Framework Clients with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts 1988 and 2003);
- 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority and / or any Framework Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority and / or any Framework Client including by police authorities;
- 5.3 upon termination of the Competition (or the Framework Agreement or the Contract) for whatever reason to furnish to the Contracting Authority and / or the Framework Client, as applicable, all Confidential Information or at the written direction of the Contracting Authority and / or the Framework Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the

Contracting Authority and / or the Framework Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority and / or the Framework Client so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not; and

- 5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - i Data Protection Acts 1988 and 2003 and
 - ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.
6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority or any Framework Client and the Contractor so acknowledges and confirms.
7. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority or any Framework Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and/or the Framework Client, as applicable, and in the manner agreed in writing between the Parties.
8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.
9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Client _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

- 1. Processing by the Contractor**
 - 1.1 Subject matter of processing**
 - 1.2 Nature of processing**
 - 1.3 Purpose of processing**
 - 1.4 Duration of the processing**
- 2. Types of personal data**
- 3. Categories of data subject**

Appendix 8: Declaration Re Compliance with European General Data Protection Regulation

Candidates must confirm operation of Data Protection Management systems and procedures in line with all relevant Data Protection legislation and confirm that they agree to be bound by the University of Galway's terms below in respect of Data Protection.

Contractors/Suppliers must guarantee that in circumstances where they are acting as Data Processors (as defined in European General Data Protection Regulation (GDPR)) on behalf of the University (meaning University of Galway) or in any circumstances where they are handling Personal Data (as defined in the GDPR) on behalf of the University that they shall:

- implement appropriate technical and organisational measures that are sufficient to secure that the processing will (a) meet the requirements of the GDPR and (b) ensure the protection of the rights of the data subject.
- Comply with all reasonable instructions from University of Galway so as to allow University of Galway to comply with its obligations under the GDPR.

The Contractor shall notify University of Galway immediately if it considers that any of University of Galway's instructions infringe applicable Data Protection Legislation.

The Contractor shall provide all reasonable assistance to the University in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the University, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement: process that Personal Data only in accordance with the instructions of the University, unless the Contractor is required to do otherwise by EU and Irish law. If it is so required, the Contractor shall promptly notify the University before processing the Personal Data unless prohibited by EU and Irish law.

The Contractor shall ensure that it has in place protective measures, which can be reviewed by the University at the University's discretion as appropriate to protect against a personal data loss event having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a personal data loss event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

The Contractor shall ensure that:

- (i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement; and
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor

Personnel who have access to the Personal Data and ensure that they:

- are aware of and comply with the Contractor's duties under this clause;
- are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
- are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the University or as otherwise permitted by this Agreement; and
- have undergone adequate training in the use, care, protection and
- not transfer Personal Data outside of the EU unless the prior written consent of the University has been obtained and the following conditions are fulfilled.

The Contractor shall not transfer Personal Data outside of the EU unless the prior written consent of the University has been obtained and the below conditions are fulfilled:

- the University or the Contractor has provided appropriate safeguards in relation to the transfer as determined by the University;
- the Data Subject has enforceable rights and effective legal remedies;
- the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transfer; and
- the Contractor complies with any reasonable instructions notified to it in advance by the University with respect to the processing of the Personal Data;
- at the written direction of the University, delete or return Personal Data (and any copies of it) to the University on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

The Contractor shall notify the University immediately if it:

- (a) receives a data subject access request (or purported data subject access request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

The Contractor shall allow for audits of its Data Processing activity by the University or the University's designated auditor.

Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must notify the University in writing of the intended Sub-processor and processing; and obtain the written consent of the University.

The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

The Contractor accepts that University of Galway shall not accept any liability clauses where Personal Data Processors are indemnified against fines or claims under the General Data Protection Regulation.

I confirm that I have read this section and that the organisation which I represent in this tender process complies fully with all the requirements set out herein and agrees to be bound by these terms if successful.

Name of Economic Operator:			
Authorised Signatory:			
Title:		Mobile No.	
Email:			
Signature:			

End of Document