



Comhairle Cathrach na Gaillimhe
Galway City Council

**Request for Applications to Participate
(RFATP) in a
Dynamic Purchasing System
for the Provision of**

**Supply, Delivery and Installation of New and Used Mobile Units for
Traveller Halting Sites to Galway City Council**

Tender Procedure: Restricted

Procedure Publication Date: 15 April 2026

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2 Introduction

- 2.1 Galway City Council (the “Contracting Authority”) is issuing this Request for Applications to Participate in the Supply, Delivery and Installation of New and Used Mobile Units for Traveller Halting Sites to Galway City Council.

Galway City Council on behalf of:

- Galway County Council
- Mayo County Council
- Sligo County Council
- Donegal County Council
- Monaghan County Council

- 2.2 This public procurement competition (“Competition”) is being conducted in accordance with the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. 284 of 2016) (the “Regulations”).

- 2.3 The Contracting Authority invites requests to participate (“Applications”) from economic operators (“Applicants”) for appointment to a Dynamic Purchasing System (“DPS”) for the provision of the services described in Appendix 1 to this RFATB (the “Services”).

- 2.4 In summary, the Services shall comprise of:
Supply, Delivery and Installation of New and Used Mobile Units for Traveller Halting Sites for the 6 Local Authorities. See 10.1 of this document.

2.5 Overview of Admittance to the DPS and Award of Contracts

Admittance to the DPS and the subsequent award of any contract(s) thereunder, as set out at Appendix 6 of this competition ("Contract(s)), shall be conducted as follows

3 Stage 1 - Admittance to the DPS:

Galway City Council invites Applications from Applicants in response to the Compliance and Selection Criteria at paragraphs 3.1 and 3.2 of Part 3 of this RFATP. While Applicants are required to submit a response to and fulfil the Compliance and Selection Criteria, Applicants are not required to submit either a tender proposal or a pricing submission at this Stage 1 of the Competition. Tender responses and pricing submissions will instead be required in response to future (Stage 2) mini- competitions conducted under the DPS. All Applicants that meet the Compliance and Selection Criteria will be admitted to the DPS after completion (execution) of the DPS Agreement as set out at Appendix 5 to this RFATP ("DPS Agreement") along with the Contracting Authority.

3.1 Ongoing application process to become a DPS Member

Economic operators may apply for admission to the DPS or re-apply in the case of Applicants who failed to satisfy the Compliance or Selection Criteria, at any point throughout the Term (as defined in paragraph 1.8 below) of the DPS. Regardless of when they submit their application, in order to be admitted to the DPS, Applicants must fulfil all Compliance and Selection Criteria set out in this RFATP.

4 Stage 2 – Award of Contracts:

All Applicants that enter into a DPS Agreement with the Contracting Authority at Stage 1 (each a "DPS Member") will be invited to future Stage 2 competition(s) ("Mini-Competitions") to submit a tender response based on the requirements set out in the relevant Stage 2 Request For Tenders ("RFT"). Mini-Competition(s) will be conducted in accordance with the procedures set out at clauses 5 and 6 of the DPS Agreement. Each Local Authority will publish and be responsible for their own mini

competitions.

After the assessment of the tenders received in response to an RFT, the DPS Client(s) may decide to award a Contract to the DPS Member that has submitted the most economically advantageous tender based on the award criteria set out in the RFT.

4.1 Overview of Application Process

The DPS will be hosted on the eTenders web platform www.etenders.gov.ie (the “Electronic Platform”). All communications arising out of or in connection with the DPS will be by electronic means. No hard copy documents will be issued or accepted by the OGP and all communications with the Contracting Authority must be via the Electronic Platform.

The following is an overview of the electronic process that Applicants must follow when submitting an Application for admittance to the DPS.

- 4.1.1 Applicants must register with E-tenders and/or login to the Electronic Platform.
- 4.1.2 Applicants must review in full and comply with all requirements for this Competition set out in the RFATP and any published DPS documents for this Competition.
- 4.1.3 Applicants must complete and upload the electronic European Single Procurement Document (“eESPD”) to the Electronic Platform.
- 4.1.4 Applicants must complete and submit the DPS Applicant Response Document (“ARD”) for each Category applied for. The ARD is available to download from the Electronic Platform. Applicants must respond to the Selection Criteria as detailed at section 3.2 of Part 3 of this document and upload their response to the Electronic Platform by the Application Deadline. Applicants are not required to submit a tender proposal or pricing schedule in response to the Appendix 1 requirements at this Stage 1. The tender proposal and pricing schedule will instead be required to be submitted in response to future Stage 2 Mini Competitions that may be conducted under the DPS.

- 4.1.5 Following the Application Deadline (as specified at Section 2.6 of this RFATP) and the evaluation of the Applications, the Contracting Authority will inform the Applicants who fulfil the Compliance and Selection Criteria in this RFATP that they are the initial applicants identified for admission.
- 4.1.6 The initial applicants identified for admission (that fulfil the Compliance and Selection Criteria in this RFATP) will receive such notification via the eTenders web platform and they will be required to sign the DPS Agreement at Appendix 5 to this RFATP prior to being admitted to the DPS.
- 4.1.7 The Contracting Authority will then proceed to execute (sign) a DPS Agreement(s) with those initial applicants identified for admission. The DPS will be deemed to be established upon the date on which the last DPS Agreement has been executed by both the Contracting Authority and an initial applicant identified for admission (the Establishment Date'). The Establishment Date will more specifically be set out in the contract award notice for this Competition published on OJEU and eTenders which shall also include the Establishment Date.
- 4.1.8 Applicants that do not meet the Compliance and Selection Criteria in this RFATP will not be admitted to the DPS and will be notified accordingly via the eTenders web platform.
- 4.1.9 Unsuccessful Applicants may re-apply for admission onto the DPS at any stage throughout the Term (as defined in paragraph 1.8 below) of the DPS, following the Establishment Date of the DPS.
- 4.1.10 Economic Operators that did not submit an application in response to this RFATP by the application deadline specified in paragraph 2.6 of this RFATP may apply for admittance onto the DPS at any stage throughout the Term (as defined in paragraph 1.8 below) of the DPS, following the Establishment Date of the DPS.

4.1.11 It is envisaged that all successful Applicants will be invited to future Mini-Competitions conducted under the DPS in respect of those categories in which they may have been successfully admitted to the DPS.

4.1.12 All future Mini-Competitions will be conducted in accordance with the terms of the DPS Agreement at Appendix 5 and contracts will be awarded in accordance with clauses 5 and 6 of the DPS Agreement

4.2 Term

Any DPS that may result from this Competition will, subject to paragraph 1.9 below, have a period of validity of 5 years from the Establishment Date of the DPS (the “Term”). Further, any DPS Agreement that may be completed (executed) under the DPS will, subject to paragraph 1.9 below terminate on the fifth anniversary of the Establishment Date of the DPS.

4.3 Termination of DPS

The Contracting Authority would refer all Applicants to clause 17 of the DPS Agreement at Appendix 5. The Contracting Authority reserves the right to terminate the DPS Agreement at any stage throughout its Term in accordance with the termination provisions set out at clause 17 of the DPS Agreement.

4.4 Estimated Value of Contracts to be Awarded

Galway City Council estimates that the aggregate expenditure on the Services to be covered by the proposed DPS Agreement may amount to some **€2,000,000 in** total (excl. VAT) over the Term. Applicants must understand that the figure is an estimate only based on current and future expected usage. Please see below estimated value breakdown by Category.

4.5 SME Participation

Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Application to Participate in the DPS and, if successful, in future Mini-Competitions. SMEs that believe the scope of this Application 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 Application and therefore increase their social and economic benefits. Larger enterprises are also encouraged, 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 Application.

5 Instructions for Applicants

- 5.1 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. Applicants must form their own conclusions about the solution needed to meet the requirements set out in this RFATP and may wish to consult their legal advisers.
- 5.2 The Contracting Authority does not bind itself to accept any Application. This RFATP does not constitute an offer or commitment to establish a DPS and/or to enter into a DPS Agreement or a Contract. Admittance of an Applicant to the DPS will not take place unless and until a DPS Agreement has been signed by the Applicant and the Contracting Authority. Admittance of an Applicant to the DPS does not guarantee the award of any Contract.
- 5.3 No contractual rights in relation to any DPS Client will exist unless and until a formal Contract has been executed by or on behalf of the DPS Client. Any notification of preferred bidder status by the Contracting Authority / a DPS Client at Mini Competition shall not give rise to any enforceable rights by the Applicant.
- 5.4 The Contracting Authority reserves the right to cancel this Competition at any time prior to executing a formal DPS Agreement or to terminate a DPS Agreement at any time during the Term in accordance with the termination provisions set out at clause 17 of the DPS Agreement.

- 5.5 Admission to the DPS or award of a Contract under a Mini-Competition does not confer exclusivity on the successful Applicant(s).
- 5.6 Applicants should note that the Contracting Authority or DPS Clients shall be under no obligation to purchase any minimum value of Services under the DPS Agreement or any Contract.
- 5.7 This RFATP supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Applicants, and Applicants should place no reliance on such previous documentation and correspondence.
- 5.8 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.
- 5.9 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 Applicant in response to this RFATP.
- 5.10 The Applicant, as Data Controller in respect of any Personal Data provided by it in its Application, 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 Applicant have consented to the processing of such Personal Data by the Applicant, the Contracting Authority, the Evaluation Team and the

supplier of the etenders.gov.ie website, for the purposes of the participation of the Applicant in this Competition or that the Applicant otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purpose of participation in this Competition.

6 Compliant Applications

If an Applicant fails to comply in any respect with the requirements of this paragraph.

6Galway City Council reserves the right to reject the Applicant's Application 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 (electronic) clarification from the Applicant;
- seeking further information from the Applicant;
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Applicants are required:

(a) To complete and submit with their application the electronic version of the European Single Procurement Document ("eESPD") which is available to download separately from www.etenders.gov.ie. Alternatively, Applicants 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 DPS as set out at part 3.2

below;

(b) To submit all documentation which this RFATP requires to be submitted;

(c) To follow the format of this RFATP and respond to each element

in the order as set out in this RFATP

- (d) To conform to and comply with all instructions and requirements set out in this RFATP;
- (e) To submit the Applicant's Statement (Appendix 2) required under paragraph 2.4, below;
- (f) Not to alter or edit this RFATP in any way; and
- (g) To complete and submit with their application, the individual Category specific DPS Applicant Response Document ("ARD"). The individual ARDs must be completed in line with the instructions provided in each Category specific ARD document. The Category Specific ARD documents are available to download from www.etenders.gov.ie.

Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6 below will render the Application non-compliant and it will be rejected.

6.1 DPS Agreement and Contract

6.1.1 Applicants should note the terms and conditions of the DPS Agreement and the Contract set out at Appendix 5 and Appendix 6 to this RFATP respectively.

6.1.2 Applicants are required to confirm their acceptance of the DPS Agreement and the Contract in the Applicant's Statement at Appendix 2. Applicants may not amend the DPS Agreement or the Contract.

6.2 Acceptance of RFATP Requirements

Each applicant is required to accept the provisions of this RFATP. ALL APPLICANTS MUST RETURN, with their application, a scanned signed copy of the Applicant's Statement, as set out in Appendix 2, printed on the Applicant's letterhead. The Contracting Authority must be able to read the scanned signature of the Applicant. If possible, please sign documents using blue ink. If the Contracting

Authority cannot read the scanned signature, Applicants may be requested to resubmit. Applicants may not amend the Applicant's Statement.

6.3 Consortia and Prime / Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit an application in response to this RFATP 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 and who will carry overall responsibility for the DPS Agreement and performance of any Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

The Applicant must provide details of all members of the group of undertakings and their role in the Application and clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Applicant and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

6.4 Application Submission Requirements

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

6.4.2 Applicants must ensure that they give themselves sufficient time to upload and submit all required Application documentation before the initial Application Deadline (as defined in paragraph 2.6.2) has passed. Applicants should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic

post-box. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Applicants should be aware that the “Submit Response” button will be disabled automatically upon the expiration of the response deadline.

6.4.3 Application Deadline

Applications must be received not later than stated on notice on etenders (the “Application Deadline”). Please note that this deadline is an administrative date to establish the DPS. Applicants are reminded that applications will continue to be accepted in line with Clause 1.6, once the DPS has been established.

6.4.4 Applications must be submitted in English.

6.4.5 Each Applicant is limited to submitting one Application per Category in its own capacity and one Application per Category as part of a consortium/group of undertakings under this RFATP for admittance to the DPS. Categories for this DPS are set out at 1.4 and at Appendix 1 of this RFATP.

6.4.6 All parts of the Applications must be submitted in soft copy to the Electronic Platform and must be compiled such that they can be read immediately using a PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

6.5 Queries and Clarifications

6.5.1 All queries relating to any aspect of this Competition or of this RFATP must be directed to the messaging facility on the Electronic Platform www.etenders.gov.ie. Queries must be submitted no later than outlined on the etenders notice. For the avoidance of doubt, Applicants may not contact potential DPS Clients regarding any aspect of this Competition.

6.5.2 All responses to queries will be issued by the Contracting Authority via the

messaging facility on the Electronic Platform www.etenders.gov.ie Where appropriate, queries may be amalgamated. Applicants should note that the Contracting Authority will not respond to individual Applicants privately.

6.5.3 The Contracting Authority reserves the right to issue or seek written clarifications via the Electronic Platform.

6.5.4 The Contracting Authority reserves the right, at any time before the Application Deadline, to update or amend the information contained in this document and/or to extend the Application Deadline. Participating Applicants will be informed of any such amendment or extension through the Electronic Platform.

Applicants should ensure that they register their interest in this Competition, by clicking on the “Accept” button on the Electronic Platform, to receive all responses to queries and other updates in relation to this Competition.

6.6 Applications for Admittance to DPS and Applicant Costs

6.6.1 Notwithstanding the Application Deadline and the deadline for submission of clarification queries both unsuccessful Applicants that submit an Application but fail to fulfil the Compliance and Selection criteria in this RFATP, and economic operators that did not submit an Application in response to this RFATP by the Application Deadline may raise clarification queries relating to any aspect of this Competition or of this RFATP and apply / re-apply and submit an Application in response to this RFATP at any stage throughout the Term of the DPS, once established. The Contracting Authority shall evaluate any such Application(s) against the Compliance and Selection Criteria set out in this RFATP and shall duly notify the Applicant of the outcome of that Application.

6.6.2 All costs and expenses incurred by Applicants relating to their participation in this Competition shall be borne by and are a matter for discharge by the Applicants exclusively.

6.6.3 All documentation, drawings, data, statistics, information, patterns, samples or

material disclosed or furnished by the Contracting Authority to Applicants during the course of this Competition:

- (a) are furnished for the sole purpose of replying to this RFATP 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 Applicant and by any third parties (including subcontractors) engaged or consulted by the Applicant; and
- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

6.6.4 Applicants are reminded that they are not required to submit a Pricing Schedule in response to this RFATP. Successful Applicants appointed to the DPS will however be required to submit pricing in response to future Mini-Competitions conducted under the DPS.

6.6.5 All prices quoted in any subsequent Mini-Competitions 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.

6.6.6 Any currency variations occurring over the term of any Contract shall be borne by the Applicant.

6.6.7 Payments for Services provided pursuant to this RFATP shall be made subject to and in accordance with the Contract at Appendix 6 to this RFATP and the terms of any subsequent RFT.

6.7 Environmental, Social and Labour Law

- 6.7.1 In the performance of any Contract awarded, the successful Applicant(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 goods or related 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.
- 6.7.2 Applicants 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.
- 6.7.3 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), Applicants should ensure that they consider their obligations under the 2012 Act when pricing their Application. 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.

6.8 Publicity

No publicity regarding this DPS or any DPS Admission, Agreement, Mini-

Competition, or Contract pursuant to this DPS is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

6.9 Registrable Interest

Any Registrable Interest involving any Applicant or Subcontractor and the Contracting Authority, any DPS Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or the DPS Clients and their relatives must be fully disclosed in the Application or, in the event of this information only coming to the notice of the Applicant or Subcontractor after the submission of an Application, must be communicated to the Contracting Authority immediately upon such information becoming known to the Applicant/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 this Applicant from this Competition or a Mini-Competition or terminating any DPS Agreement and / or Contract entered into by such Applicant.

6.10 Anti-Competitive Conduct

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

6.11 Industry Terms Used in this RFATP

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

6.12 Freedom of Information

- 6.12.1 Applicants should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be

liable to be disclosed.

- 6.12.2 Applicants are asked to consider if any of the information supplied by them in their Application should not be disclosed because of its confidentiality or commercial sensitivity. If Applicants consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Applicants must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Applicants do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Applicant. The Contracting Authority will, where possible, consult with Applicants about confidential or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act. 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.

6.13 Tax Clearance

It will be a condition of admission to the DPS and any Contract resulting from a Mini- Competition that the successful Applicant(s) shall, for the term of such Contract(s), comply with all EU and domestic tax laws. Applicants are referred to www.revenue.ie for further information. Prior to the award of any DPS Agreement or Contract arising out of a Mini- Competition, the successful Applicant 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 Applicant acknowledges and agrees that the Contracting Authority has the permission of the successful Applicant to verify its tax cleared position online.

6.14 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of an Applicant, Subcontractor or individual employee(s) or agent(s) of the Applicant or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Applicants to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating an Applicant from this Competition or any Mini-Competition or terminating any DPS Agreement or Contract entered into by an Applicant.

6.15 Withdrawal from participation in this DPS

Applicants are required to notify the Contracting Authority immediately, via the Electronic Platform, if at any stage they decide to withdraw from participation in this Competition.

6.16 Site Visit

Not Used

6.17 Insurance

6.17.1 The successful Applicant(s) shall be required to hold, for the term of any Contract awarded pursuant to a Mini-Competition, insurances of the type and to the level specified in each Mini-Competition. Applicants should note that they are not obliged to have insurance in place in order to enter into a DPS Agreement with the Contracting Authority. The types of and levels of insurance required are not likely to exceed the following insurances:

Type of Insurance	Indemnity Limit	
Employer's Liability	€12.7m	
Public Liability	€6.5m	

Product Liability	€6.5m	
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6.17.2 By signing the Applicant's Statement at Appendix 2, Applicants confirm, that if awarded a Contract arising from a Mini-Competition pursuant to the DPS Agreement, (i) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified in the relevant RFT (ii) confirm that the territorial limits and jurisdiction of the insurance policies will include Ireland and (iii) confirm that 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 Applicant's insurance company or broker to this effect will be requested from the successful DPS Member(s) prior to the award of (and shall be a condition of) any Contract.

- 6.17.3 The successful Applicant will, during the term of any Contract, be required to:
- (a) immediately advise the Contracting Authority and the DPS Client 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.

7 Selection Criteria

Only those Applicants who have:-

- (a) Submitted compliant Applications pursuant to part 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no grounds for exclusion of the Applicant pursuant to Regulation 57 of the Regulations (the “Exclusion Grounds”) apply to them, or
 - (ii) where any such Exclusion Grounds apply, and where the Applicant is not precluded from doing so under Regulation 57(17) of the Regulations, it can provide evidence to the effect that measures taken by the Applicant are sufficient to demonstrate its reliability despite the existence of any relevant Exclusion Ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 6.2below (the “Selection Criteria”),

will be admitted to the DPS.

Applicants should note that where an Applicant (Prime Contractor) is relying on the capacity of other entities (Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 6.2below it must:

- (i) complete and submit a separate eESPD in respect of each such Subcontractor and
- (ii) submit proof, to the satisfaction of the Contracting Authority, that each such Subcontractor will place the necessary resources at the disposal of the Prime Contractor.

Where an Applicant (Prime Contractor) intends to subcontract any share of any 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 6.2below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in

section [2.D] of the eESPD for this Competition.

In order to ensure the proper conduct of the procedure, Applicants are required to submit with their Application any or all of the following for the purposes of verification of the status of the Applicant (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) all or any of the supporting documents specified at paragraph 6.1 below.

If an Applicant does not 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 RFATP and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall not be admitted to the DPS.

If an Applicant does not 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 RFATP 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, it shall be excluded from participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFATP.

Subcontractors nominated and relied upon by the DPS Member in their Application for admission to the DPS may not be changed throughout the Term of the DPS without the prior consent in writing of the Contracting Authority. The DPS Member must set out the rationale for the proposed change in Subcontractor. The responsibility will be on the DPS Member to demonstrate to the satisfaction of the

Contracting Authority, including by way of submitting updated documentary evidence as set out in clause 6.1 of the DPS Agreement, that by changing Subcontractor the DPS Member continues to fulfil the Compliance and Selection requirements specified at part 6 of the RFATP.

Where an Applicant is not relying on the capacity of a Subcontractor to fulfil the Selection Criteria in paragraph 6.1 of this part 3 of the RFATP, but intends relying on Subcontractors to deliver a share of any Services Contract that it may be awarded, the Applicant must in so far as known, identify such Subcontractor(s) in their eESPD which accompanies their Application for admittance to the DPS. Only where such Subcontractors are unknown at the time of submission of their Application and will instead be known or determined at a later stage such as at Mini Competition stage, the DPS Member must instead identify such Subcontractors when they become known, for example, upon submission of a tender response at Mini Competition stage.

The Contractor and Subcontractors shall have the use of sufficient appropriate resources to satisfy the delivery of Services to meet the requirements of all DPS Clients for the duration of any Services Contract awarded under the DPS.

8 Selection Criteria for Admittance to DPS

Applicants will either PASS or FAIL each of the Selection Criteria in this part 6.1. An Applicant who fails any one of the following Selection Criteria will be eliminated from this Competition in respect of each Category for which the Selection Criteria are not met and shall not be admitted to the DPS for the relevant Category, subject to the Applicant's right to re-apply. As stated in Paragraph 1.6 of this RFATP:

- Applicants that fulfil the Compliance and Selection Criteria in this RFATP will be sent confirmation via the eTenders web platform of their identification for admission to the DPS and will be required to sign the DPS Agreement at Appendix 5 to this RFATP.
- Applicants that do not meet the Compliance and Selection Criteria in this RFATP will not be admitted to the DPS and will be notified accordingly via the eTenders web platform.
- Unsuccessful Applicants may re-apply for admission onto the DPS at any stage throughout the Term (as defined in paragraph 1.8) of the DPS, once the DPS has been established.

Applicants must declare by way of eESPD that they satisfy the Financial and Economic standing and Technical and Professional ability requirement(s) set out below for each Category applied for.

In addition to the eESPD, Applicants must complete and submit the relevant sections of the DPS Applicant Response Document ("ARD"), for each Category for which an application is being made: the ARD is available to download from the Electronic Platform, in line with instructions provided in that document, and upload it to the Electronic Platform by the Application Deadline.

Applicants are reminded that they may (1) rely on the capacities of other entities in order to meet any of the Selection Criteria, and (2) re-apply for admittance onto the DPS at any stage throughout the Term of the DPS, once the DPS has been established.

In order to ensure the proper conduct of the procedure, the Contracting Authority requires Applicants to submit all supporting documentation (as set out section 3.2 below) with their Application.

8.1 Financial and Economic Standing - Evaluation – Pass / Fail

Applicants must confirm and declare by way of eESPD and ARD that their turnover when averaged over the three most recent years of financial accounts, equals or exceeds the minimum annual turnover level in the table below in respect of EACH Category applied for.

To demonstrate this turnover requirement, Applicants must declare by way of eESPD they fulfil the turnover requirement for EACH Category applied for.

Alternatively, if the date of establishment of the Applicant is more recent, the Applicant must declare by way of eESPD that their average annual turnover in each of the financial reporting years (prior to the application date) since the Applicant has been established is equal to or exceeds the minimum turnover level in the table below.

In the case of the Applicant being a consortium, this financial criterion may be fulfilled by the consortium members as a whole.

Turnover	(a) Confirmation that the tendering party turnover exceeded €100,000 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
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EVIDENCE REQUIRED: Note to Applicants re Financial and Economic Selection Criterion Applicants must submit with their Application audited financial statements for each of the last three financial years (or where the date of establishment is more recent, for each year the Applicant has been established), which must include an unqualified audit report on financial statements to confirm the Tenderer's turnover for each of the three most recent financial years (for which audited accounts are available).

NOTE to Applicants: For the avoidance of doubt if an Applicant is submitting a response for multiple Categories they must submit an eESPD, ARD and Documentary Evidence of Financial and Economic Standing for all Categories applied for.

However, where the Applicant is unable, for a valid reason, to provide the documentation specified, the Applicant must inform the Contracting Authority of the reason 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.

8.2 Technical and Professional Ability– Pass / Fail

Applicants must declare by way of eESPD and in the ARD that they satisfy the technical and professional requirement(s) set out below in respect of each Category applied for and must provide the information (and, where indicated, documents) below to demonstrate that they satisfy the technical and professional requirement(s) as set out. Applicants must demonstrate in a clear and comprehensive manner that they have the level of experience and capacity necessary to deliver the services required under the relevant categories of this DPS, for which they intend to submit an application.

To demonstrate experience, Applicants must complete the Applicant Response Document (ARD) . Applicants must provide details of three (3) reference contracts

relating to the provision of Supply and delivery of new and used mobile homes. Each of the three reference contracts must be of a similar nature, scope and complexity to the Services sought in respect of each Category applied for as set out in this RFATP.

8.3 Previous Contracts

Previous Contracts / Experience

Tenderers must provide information clearly demonstrating successful delivery of 2 (Two) previous comparable contracts / experience, involving the features as defined in the ARD.

8.4 Presentation of Proposals

Not Used

8.5 Notification and Admittance to the DPS

8.5.1 The Contracting Authority will notify Applicants of its decision in relation to the establishment of the DPS and/or of the outcome of their Application to participate in the DPS.

8.5.2 Admittance to the DPS will be conditional upon the successful Applicant(s) (including the Prime Contractor and any Subcontractors) having submitted the following to the Contracting Authority along with their Application:

- (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 evidence and supporting documents specified at paragraphs 3.1 and 3.2 above.

8.6 DPS Agreement

8.6.1 The successful Applicant(s) must sign and return the DPS Agreement(s) to the Contracting Authority no later than seven (7) calendar days from the date of request by the Contracting Authority. A signed DPS Agreement returned by the successful Applicant(s) is not binding on the Contracting Authority until the Contracting Authority has signed the DPS Agreement in accordance with paragraph 2.1.2 above.

9 Award Criteria

9.1 Call-Off from the DPS.

Call-off from the DPS will be by means of mini-competition. When call-off from the DPS is required, a Supplementary Request for Tender (SRFT) will be issued to all members of the DPS. All contracts shall be offered to the highest placed tender of the mini competition by application of the terms laid down in this DPS Agreement.

10 Requirements and Specification

10.1 Description of the works

The unit must fit onto the bay without any structural work being required on the bay e.g widening gates, knocking walls etc.

The works involve the mobile unit to be lifted into place and levelled for habitation. All reconnection of gas and electrics including drainage (if required) by others. Commission and certification required and Safety File developed. No ground works or digging will be required in the existing hard stand for services.

All waste materials to be disposed of by a licenced waste collector to a licenced waste facility.

Tenderer to provide a detailed programme of delivery and will work in conjunction with a separately appointed Waste Disposal contractor who will be responsible for the removal of old mobile units off-site to registered landfill. All removal and deliveries to be executed on the same day.

A site-specific Method Statement will also be required for delivery for the Galway City Area and environs.

Manufacturer's brochure to be supplied with each mobile unit for review by Galway

City Council to include but not limited to the following information:

[Mobile Home Specification:](#)

Thermal Insulation:

The insulation levels for roof, walls and floors must be clearly stated and sufficient for the use of the units for showering and toileting.

The minimum requirements for insulation are set out below.

Component	U-value (W/m ² K)
Roof	0.35
Walls	0.35
Floor	0.35
Windows	1.6
External Door	1.9

Roof and ceilings:

- Heavy duty roof to withstand rainwater ingress.
- All ceilings to have panelled and washable Unplasticised Polyvinyl Chloride (uPVC) whiterock sheeting (or equivalent).

Structural Loads:

The unit must be fit for purpose and have a floor load bearing capacity of 4.0kN/m².

The unit must also be capable of withstanding wind force and snow loads.

Minimum Specifications required as follows:

Floors: R11 Pendulum wet test 36 Floor covering throughout to Kitchen and Bathroom.

Walls:

- Walls are to be of durable construction, low maintenance, plastisol-coated, galvanised steel cladding.
- Panelled and washable Unplasticised Polyvinyl Chloride (uPVC) whiterock sheeting (or equivalent) to be applied to all internal walls and ceilings.

Windows:

- Double Glazed), uPVC / Aluminum frame windows.

Kitchen Living area:

- Provide worktop and kitchen units. All carcasses to be WBP plywood or equivalent, incl. for handles and drawers.
- Fix stainless steel sink with 2 no. pillar taps.
- Fix 1 no. mechanical extractor 30L hood over cooker space with a humidity stat timer placed at this allocation.
- Heat detector as per Regulations to be installed.
- Fix Fire Blanket to wall beside cooker space.
- Fix splash back to kitchen area including stainless steel around cooker space. Mastic seal along all worktops.
- Ecco electric panel heaters to suit each room size.
- Provide sufficient double electrical sockets throughout:

Bathroom area:

- Provide 30L extractor fan with over-run draught shutter & humidity stat.
- Provide waterproof LED light with sensors/timers.
- Smoke detector as per Regulations to be installed.
- Fix 1 no. straight chrome electric heated thermostatic towel rail, wall mounted to suit room size.
- Fix porcelain sanitary ware; shower tray, wash basin, toilet.
- Provide for electric shower and shower rail & curtain.

Service room:

- Smoke detector as per Regulations to be installed.
- Supply waterproof LED light to this area with sensor.
- Provide electric water heaters.
- Label all valves in service room.
- Including for all electrics required.

General:

- Electrical wiring to comply with current regulations i.e. Electro Technical Council of Ireland (ETCI) standards ET101:2008 or equivalent & certification required.
- Location of New ELCB Board to be located in Kitchen area as per Regulations. ELCB Board to have required main tripper to operate mobile unit and/or outdoor socket load only.

All plumbing works to comply with Current Regulations and all water pipe services to be insulated including hot and cold supplies. Include for isolation valves to all pipework domestic and water mains connections

10.1.1 All mobile homes must meet the following standards:

A specification of requirements was issued by the Department of Housing, Local Government & Heritage in Circular Housing 38/2024 for the National Preferential Caravan Loan Scheme for Travellers.

The following specifications should be considered as a necessary in the provision of caravans/mobile homes/trailers. If the specifications are not part of the proposed caravan purchase, please give an explanation.

Residential Specification BS 3632 is the British Standard industry norm for permanent residence mobile homes. The following specifications are considered necessary:

National Standards Authority of Ireland:

- I.S. 168: 1973 Ventilation of caravans & mobiles homes.
(Note: Statutory Instrument S.I. No. 111 of 1974 in relation to this Standard.)
- I.S. 806: 1988 Butane and gas burning installations in caravans, non-permanent dwellings, transportable site offices & cabins.

British Standards Institution:

- BS 3632: 1995 Specification for residential park homes.
- BS 5482: Domestic butane & propane gas burning installations.
Part 2: 1977 Installations in caravans and non-permanent dwellings.
- BS 5601: Code of Practice for ventilation and heating of caravans.
- Part 1: 1978 (1990) Ventilation.
- Part 4: 1980 (1990) Installation of electrical heating appliances.
- BS 6764: 1991 Specification for habitation and stability requirements for leisure accommodation vehicles: leisure homes.
- BS 6767: Transportable accommodations units.
- Part 1: 1992 Recommendations for design & construction.

10.1.2 **Warranty**

All mobile homes will be warranted for a minimum period of 1 year. Any mechanical or structural failure will be rectified at the expense of the supplier. All suppliers should explicitly state the warranty period from the time of purchase as well as any free servicing period that applies to the caravan and what is covered by the warranty terms.

10.1.3 Response Time:

Mobile homes should be delivered no later than up to a maximum of three (3) months from date of placing order. Agreement will be made by Galway City Council and the supplier about delivery deadlines.

10.1.4 Inspections:

If required by Galway City Council, tenderers must be available to facilitate a visit from local authority officials / Occupational Therapist prior to the award of the tender. If required by Galway City Council, units will be inspected prior to installation at the site.

10.1.5 Payment Terms

Payment for goods will be made once the goods have been delivered and the invoice has been received. All goods will be inspected as part of the evaluation.

10.1.6 Energy Efficiencies:

- Extra consideration will be awarded where tenderers show willingness to boost the energy efficiency of the mobile units. Examples of such efficiencies could be: Additional wall insulation, roof insulation and floor insulation
- Timer controlled space/water heaters.
- PIR sensors to control lights and extractor fans.
- Percussion taps or Dual flush toilets.

10.1.7 Unit dimensions

Two and three bedroom mobile homes will be required and should consist of the following:

Suppliers should list the following details, in their tender:

1. Bedroom capacity – two or three bedroom
2. Make and Model and Chassis Number
3. Year of Manufacture

4. Overall Dimensions – length x breadth. SPECIFY DIMENSIONS

5. Cost to remove and correctly dispose of old Mobile Home if required.

New and used mobile homes may be required. The exact requirements will be stated at the mini-competition stage

10.2 Inspection:

All mobile homes will be inspected by Galway City Council prior to purchasing. If the mobile home does not meet our criteria or fails inspection, Galway City Council reserves the right to move to the next ranking tender.

Price will be scored as: $(\text{lowest tender} \times \text{maximum marks}) / \text{tender under evaluation}$

- **Photos:**

Photos will be required as part of the SRFT submission

10.3 Delivery

Delivery charges must be specified and included in charges. Crane hire, if required to place the unit at the site must be included in delivery costs.