Comhairle Cathrach Bhaile Átha Cliath
Dublin City Council

# INVITATION FOR PANEL MEMBERSHIP

| | |
|---|---|
| **Title:** | Establishment of a Panel for the provision of Event Management Services for Seasonal Arts and Cultural Family Friendly Activations and Pop-ups within the public domain including parks, and public spaces, on behalf of the North East Inner City Initiative (**in particular the city centre**) **with less than 5,000 attendees** in any one place at any one time. |
| **Contracting Authority:** | Dublin City Council |
| **Procedure:** | Panel under Restricted Procedure on the basis that the service comprises a Title III Service in accordance with Directive 2014/24/EU. |
| **Duration of Panel** | The Panel will be established for six (6) years with the option for additional annual advertising to recruit certain skills if required.<br>**Applications can be received at any time over the life of the Panels, any party who fails to qualify may re-apply at any time.** |
| **eTenders Ref** | 7889684 |
| **Issue Date:** | April 23rd, 2026, at 13.00 |
| **Closing Date for Queries:** | May 7th, 2026, at 13.00 |
| **Contact for Queries** | Questions and Answers facility on www.eTenders.gov.ie |
| **Closing Date / Time for receipt of Completed Applications for initial work:** | May 21st, 2026 at 13.00. |
| **Submissions via:** | eTenders only – you must upload your response as a **ZIP FILE** to protect the integrity of the file names |
| Please note that information relating to this Application, 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. | |

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## 1. Disclaimer

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

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

The Contracting Authority reserves the right to discontinue the procurement process at any time prior to the formal expiry as advertised – to end the Panel before the expiry, all applicants will be notified and an award notice of Panel termination will be published on eTenders.

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Dublin City Council

## 2. Summary

| | |
|---|---|
| **Contracting Authority** | Dublin City Council |
| **Nature of Procurement** | Establishment of a Panel for the provision of Event Management Services for Seasonal Arts and Cultural Family Friendly Activations and Pop-ups within the public domain including parks, and public spaces, on behalf of the North East Inner City Initiative (**in particular the city centre**) **with less than 5,000 attendees** in any one place at any one time. |
| **Type** | Title III Services |
| **Procedure** | Panel under Restricted Procedure on the basis that the service comprises a Title III Service in accordance with Directive 2014/24/EU.<br><br>Panel under Restricted Procedure using the Dynamic Purchasing System tool on eTenders.<br><br>Applicants should note that this Competition is being run under Regulation 74 of the European Union (Award of Public Authority Contracts) Regulations 2016 (the "Regulations") and accordingly is subject only to limited aspects of the Regulations. |
| **Stage in Procedure** | This is the pre-qualification stage for inclusion on the Panel. |

## 3. Selection Criteria

The table below summarises the requirements for information for those interested in applying for membership of the Panel. To apply, you are required to complete the Appendix A Application Form.

| Ref | Pass/Fail Criteria | Pass Requirement |
|---|---|---|
| **A1** | **Applicant Summary** | Applicants must complete this section. If the Applicant is a grouping, then each group member must be clearly identified in all relevant locations of the questionnaire. . |
| **A2** | **Tax Compliance** | Applicants must provide information regarding their tax compliance. Please note rules on tax compliance. Applications must complete the self-declaration |
| **A3** | **Financial Capacity** | Confirmation of financial standing ensuring the applicant 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. Applications must complete the self-declaration<br><br>Evidence will be required prior to confirmation as a member of the Panel. |

| | | |
|---|---|---|
| **A4** | **Insurance** | Applicants must provide information regarding the insurances in place and are asked to note that the levels required must be in place prior to the award of any contract under this Panel. Applications must complete the self-declaration |
| **A5** | **Declaration of Bona Fides** | Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified. |
| **A6** | **Personnel and Skills** | Applicants must demonstrate access to the minimum number of skillsets/roles set out in section A6. Please note that the skills outlined may reside in the same person e.g. The Health and Safety Specialist and Risk Specialist could be the same person. |
| **A7** | **Previous Experience** | Applicants must refer to instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature, scope, scale and complexity on four (4) occasions. The contracts referenced for consideration s must provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and cover events with attendees less than 5,000 people in any one place at any one time and located in outdoor events in the public domain, parks and public spaces. |

**ALL CRITERIA ARE ASSESSED ON A PASS/FAIL BASIS.**

## 4. About the Contracting Authority

Dublin City Council is the largest Local Authority in Ireland, employing approximately 5,900 staff. The 2024 Revenue Budget amounts to €1.34 billion, while the Capital Programme 2024 to 2026 amounts to €3.348 billion.

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

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

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

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

Further information on Dublin City Council is available at our corporate website: http://www.dublincity.ie

## 5. Scope of Requirements

The Contracting Authority proposes to engage in a competitive process for the establishment of a Panel for the provision of Event Management Services for Seasonal Arts and Cultural Family Friendly Activations and Pop-ups within the public domain including parks, and public spaces, within Dublin's North East Inner City with less than 5,000 attendees in any one place at any one time.

The events are aimed at celebrating and promoting community and cultural cohesion and diversity, and to raise awareness and understanding of these concepts for wider social cohesion within Dublin City. This could include events such as pop-up community events, youth concerts, cultural celebrations and seasonal events such as Easter, Halloween, Christmas etc.

Successful Panel members will be required to deliver services in various locations and venue types including Civic Centres and amenities, public open green spaces, community buildings and local parks are examples of locations that may be used, depending on specification of event. Other locations could also be utilised.

### 5.1 Scope of Activities

Successful Panel members may be required to deliver all aspects of an event such as but not limited to the following:

- Devise an overall creative direction and theme for the event.
- Programming and sourcing of event content.
- Apply for an outdoor event license if necessary.
- Provide general event management production and co-ordination services for the necessary event, including all aspects of crowd management, public safety, traffic management and comply with all relevant legislation and codes of practice in relation to outdoor events.
- Provide an Event Management Plan / Health & Safety Plan/ Risk Assessment/ Child Protection/Insurance (Indemnifying Dublin City Council up to €6.5 Million) any other logistical, technical and other requirements necessary to ensure the safe running of the event.
- Provision of all relevant personnel necessary to deliver the event safely including provision for First Aid/Emergency.
- Provision of all appropriate and required infrastructure necessary to deliver the event.
- Liaise and attend meetings with Dublin City Council, statutory agencies and other key stakeholders who will be involved in the delivery of these events, as required;
- Intensive notification/liaison with all stakeholders, including businesses and residents;
- Promotion and Marketing of event as appropriate to the size, scale, location and capacity of event site.
- Work as part of a team, including a member of Local Area to plan, manage and produce the events.
- Engage in post event evaluation with nominated local area staff.
- Any other related tasks as part of delivering effective event management services

### *5.2* Access to Minimum Personnel and Skills

The situation may arise where a Panel member has already been appointed to manage an event or aspects of an event, and another event is proposed on the same date(s), for example at festive periods such as Halloween or Christmas, the resource requirements will be required in multiple locations. To facilitate this Dublin City Council have included additional minimum requirements where applicants are applying for activations in multiple locations.

It is also requirement of the Contracting Authority to be informed by the Panel member approached if they have a prior engagement on the dates and may not be in a position to provide the required level or quality of resource support. It will be at the discretion of the Contract Authority to move to the next member without a formal offer being made to the member approached first. If deemed

necessary, the Contracting Authority will continue through the Panel until the requirement is fulfilled. If asked to Tender the same duty applies to members.

Applicants must demonstrate access to the skills sets set out below and the minimum numbers of skilled personnel stated. Applicants are reminded that they may rely on the resources of other entities (3rd parties) on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required (see Section 5.8 below). In addition, please note that the skills outlined may reside in the same person e.g. The Health and Safety Specialist and Risk Specialist could be the same person.

Not all events will require all the skilled personnel or quantities listed and some events will require more. However, to ensure the scope of services can be met, the following have been identified as minimums. Applicants must guarantee that the personnel/skillsets listed below shall be fully available:

| **Skillset Required**<br><br>Please note that the skills outlined may reside in the same person e.g. The Health and Safety Specialist and Risk Specialist could be the same person. | **Minimum Number** |
|---|---|
| **Event Manager**: Responsible for managing the event which includes planning and co-ordinating. | 1 |
| **Event Controller**: Responsible for ensuring the event is executed on site as planned and agreed to the appropriate standards including Health and Safety | 1 |
| **Health & Safety Officer**: Responsible for assessing and advising on matters of Health and Safety protection and compliance as part of event planning. This person can also act as the Health and Safety Officer on site. | 1 |
| **Risk Specialist**: Responsible for conducting complete risk assessment of events and provide a written report with recommendations. Ability to carry out relevant technical checks as part of risk assessment. | 1 |
| **Marketing and promotion of events personnel (includes social media)**: Responsible for marketing and promotional activities including on social media and through print media, including leaflets and posters | 1 |
| **Technical support**: Responsible for providing the necessary technical support in event set up, deliver including in areas of sound and lighting | 1 |
| **Steward**: Responsible for ushering/ticketing, directing attendees. | 1 |
| **Event Security Personnel**: Responsible for event security either a door supervisors or security guards | 1 |
| **First Aid**: Responsible for providing the relevant first aid response at the event | 1 |

### 5.3 Numbers Admitted to the Panel

There is no maximum limit to the numbers of Applicants that can be admitted to this Panel.

### 5.4 Duration of the Panel

The Panel will be established for **six (6) years.**

There will be an initial call for applications as per the dates above which will be subject to an initial deadline to allow for processing of applications. However, the Panel will remain open for applications for its duration. All subsequent applications after the initial call will be processed at periodic intervals.

Contracts may extend past the life of the Panel.

### 5.5 Estimated Value of the Panel

The level of expenditure cannot be guaranteed in any given year. The likely value of contracts to be awarded under the Panel may be in the region of €20,000 to €80,000. However, this is for indicative purposes only and not guaranteed.

The estimated total value for the duration of the Panel is €5,000,000.

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

### 5.6 Admission to the Panel

Admission to the Panel is subject to the Applicant passing the Pass / Fail Criteria A1 to A7 as set out in Appendix A. Applicants who meet the minimum qualifying requirements will be placed on the Panel subject to verification of self-declared information. For inclusion Applicants must also agree to the terms and conditions of the Panel, a copy of which will be provided on admission to the Panel and which will including to:

- Confirm that all staff must be Garda vetted and have received training in child protection prior to being put on a DCC project if successful. DCC can request all required evidence at any stage of the process including after establishment of the Panel.
- Inform the Contracting Authority if they are prior engaged in another event with a dates conflict when approached for work as part of their membership of the Panel.
- Inform the Contracting Authority of any change in personnel put forward for work after being awarded work from the Panel and seek approval for alternative staff members to be assigned.
- Provide the Contracting Authority with copies of the relevant insurances on the anniversary of their renewal.
- Confirm that at least one member of the team of site-based staff (per site) must be competent and certified to administer first aid in accordance with relevant legislative and regulatory requirements. DCC can request all required evidence at any stage of the Panel including after establishment.

- Confirm that security personnel coming within the remit of the Private Security Authority must be compliant with all registration and regulatory requirements applicable. DCC can request all required evidence at any stage of the process including after establishment of the Panel.

### 5.7 Awarding Contracts under the Panel

Qualifying for the Panel, does not constitute an award of a contract nor does it indicate that any contract will be awarded. When contracts arise over the duration of the Panel they may be awarded in accordance with the following:

(a) For contracts with a value of less than €12,500 (excl. VAT) these may be awarded directly by the application of specific criteria to invite the most appropriate Panel member to carry out the work including:

a. nature of the event/programme

b. audience profile

c. creative profile of Panel member(s)

d. availability

However, the Contracting Authority reserves the right to conduct a mini-tender with two (2) or more Panel members at their discretion.

(b) For contracts with a value of €12,501 to €49,999 (excl. VAT) at least three (3) tenderers subject to that number qualifying will be identified by selection of the most qualified members on the Panel using the criteria set out above. These Panel members shall be invited to tender on the basis of a specification.

(c) For contracts with a value greater than €50k (excl. VAT) at least five (5) tenderers subject to that number qualifying will be identified by selection of the most qualified members on the Panel using the criteria set out above. These Panel members shall be invited to tender on the basis of a specification.

Please note that contracts may include single or multiple events in accordance with the value thresholds above.

In the case of mini tenders, Panel members shall be invited to tender, and contracts will be awarded to the most economically advantageous tender evaluated through the application of the following award criteria:

| Criterion | | Range |
|---|---|---|
| 1 | Technical Merit of Team Proposed | 0% – 50% |
| 2 | Approach and Methodology for Delivery Services specific to the event | 0% – 50% |
| 3 | Sustainability | 0% – 50% |
| 4 | Ultimate Cost | 20% – 50% |

### 5.7.1 Right to use Different Types of Contracts and Contracting Models

The Contracting Authority reserves the right to award a contract, contract with options, or a single party framework on foot of the Panel competition.

### 5.7.2 Right to Contract outside of the Panel

The Contracting Authority also reserves the right to contract with individuals outside of the Panel for special projects, by applying the most relevant procurement process linked to the contract value.

## 5.8 Reliance on the Capacity of other Entities

Applicants are reminded that they may rely on the resources of other entities in order to meet criteria and/or deliver elements of the contract requirements on condition that they can prove to the satisfaction of the Dublin City Council that they will have these resources at their disposal when necessary.

Therefore, an Applicant may consist of a grouping of any number of economic operators[1] where a group come together in whatever form i.e. consortium, joint venture, subcontractors etc. to submit an application in response to this Pre-Qualification Questionnaire (PQQ)[2] and regardless of the legal relationship between them, the Contracting Authority will deal with all matters relating to this competition through the entity (the "Prime Applicant") who will carry overall responsibility for the performance of the contract only, if successful irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

The Prime Applicant must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel 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 or responded to.

All Prime Applicants relying on the capacity of other entities must:

a. Identify in Section A of the PQQ as the Prime Applicant for the grouping with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made if successful.
b. Identify in Section A of the PQQ the relevant 3rd parties upon whose capacity the Prime Applicant is relying upon to meet criteria and/or deliver elements of the contract and identify the relevant criteria and elements of the contract.
c. Ensure Section A of the PQQ including all subsections are completed and submitted for all relevant 3rd parties upon whom the Prime Applicant is relying on to meet criteria and/or deliver elements of the contract if awarded.

[1] 'Economic operator' means any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

[2] Pre-Qualification Questionnaire / Application Form are the same document.

d. In all applications, the Prime Applicant must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in section B of the PQQ of the Prime Applicant. If more reference contracts are provided than required only the first listed reference contracts to the number specified (e.g. 3 reference contracts) will be considered. Where relying on the experience of others, at least one of the references provided should include reference to the relevant experience.

Where the Applicant consists of a grouping of economic operators and the Applicant is subsequently successful at tender stage the Contracting Authority may require the members of the Applicant to enter into a formal arrangement that can support the provision of collateral warranties to the Contracting Authority for the Applicant members' performance, etc. of the contract.

### 5.9 Contract Management

Performance of service providers will be continually monitored over the term of any contract awarded under the Panel. If a service provider's performance is deemed unsatisfactory and the short comings cannot be addressed, then they will lose that contract and it will be awarded to the next highest scoring submission under the mini competition. Removal from a contract can result in the service provider being removed from the Panel, which will continue with the remaining members. Quality of service, lead times & user satisfaction will be the main criteria for measuring performance. It is expected that the successful Tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of contracts awarded under the Panel. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the event management services for community, and cultural events in the public domain required. The duties of the contract manager will include the following:

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

# 6. Instructions to Applicants

## 6.1 Queries

An application means the submission by an Applicant of a completed Qualification Questionnaire and associated appendices.

Every effort has been made to ensure that this Document contains all the necessary information for the completion of applications. The Contracting Authority does not warrant or represent that this Document, or any other information given to Applicants, is accurate or complete. No liability is accepted for any error, misstatement or omission (negligent or otherwise) in this Document or any other information given to Applicants.

Requests for additional information and clarification on any matters must be made by via e-mail to the messaging portal on eTenders on www.etenders.gov.ie. All clarifications/additional information will be issued via the eTenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the eTenders website.

All queries should be submitted on or before the date on the front cover to enable clarifications to be issued to all interested Applicants prior to the deadline date for the receipt of applications.

## 6.2 Completing the Qualification Questionnaire

When completing the Qualification Questionnaire contained in Appendix 1 to this Document, Applicants should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasized that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to Panel. In order to ensure that entry to the Panel is fair and consistent to all Applicants, you are instructed to respond to the technical questions by giving details of your skill and experience, accurately, honestly and succinctly.

Where a 'Rule' is associated with a particular criterion, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

The Pre-Qualification Questionnaire must be completed in English or Irish and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided, or the documents will not be considered during the evaluation process.

All financial information should be denominated in Euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail, or to explain adequately any relevant matters, may result in such data or information not being taken into account during the evaluation process.

Applicants may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful must establish legal personality in order to enter into the contract.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of The Contracting Authority that they will have these resources at their disposal when necessary.

If the application is from a consortium / joint venture, Applicants must ensure that all the relevant information is provided and where necessary provide the information requested separately for each party. The consortium must appoint a single supplier who will assume overall responsibility for delivery, and who is authorised to sign a contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of project consortia.

The Contracting Authority reserves the right, subject to procurement regulations and directives, to request clarification of any matter set out in your responses to the Qualification Questionnaire or to request additional information from a Service Provider after the date for submission of completed Qualification Questionnaires has expired.

This document is not a contract, or part of a contract, or an offer to make a contract. The procuring entity has no obligation to enter into a contract with any Applicant.

Applicants are strictly prohibited from discussing any aspect of their application to the Qualification Questionnaire with other Applicants or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.

The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, The Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by The Contracting Authority. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an application or in participating in this process and competition.

## 6.3 Submission of Applications

Applications must be submitted electronically via the eTenders electronic tender facility on www.etenders.gov.ie only. Only Applications submitted through the electronic tender facility

will be accepted. Applications submitted by any other means (including but not limited to by email, post or hand delivery) will not be accepted.

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

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

The Contracting Authority will not be responsible if an economic operator fails to upload their documentation or if the uploaded file(s) is/are corrupted and cannot be read by Dublin City Council.
In order to facilitate assessment, Applicants are kindly requested to submit a single attachment inclusive of the completed questionnaire(s)/ tender(s) and all related appendices.

Economic Operators should note the following when making their submission:

- There is a maximum upload limit of 500MB per submission.
- After submitting a response, the response may be modified and re-submitted as many times as may be necessary until the CfT deadline has expired.
- The 'Submit' button will be disabled automatically upon the expiration of the response deadline.

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

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

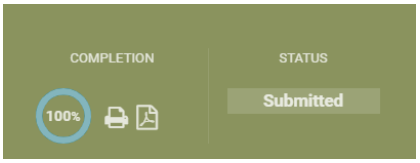
**Accessing documents**

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

(a) Log-in to the system;
(b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
(d) In the Show CfT Menu for the competition click on the "Expression of Interest" in the drop down menu

(e) Complete the "Association with the CfT" tab.
(f) This will then provide you with a link to "Tender" under the Show CfT Menu

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




## 6.4 Opening and Evaluation of Applications

Applications will be evaluated in accordance with the selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

Applications will be opened in a closed meeting after the closing date for receipt of Applications in the presence of such persons as The Contracting Authority, at its absolute discretion, considers appropriate. Applicants will not be present at the opening of applications.

## 6.5 Interference

Any effort by the Applicant to unduly influence The Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved

## 6.6 Inducement to Purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

(a) if the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with The Contracting Authority, or

(b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

## 6.7 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be **exclusive of VAT**.

A schedule of payments will be agreed with the successful Panel member. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by The Contracting Authority is normally Electronic Funds Transfer.

## 6.8 Conflict of Interest

Any conflict of interest involving an applicant (or applicants in the event of a consortium bid) must be fully disclosed to The Contracting Authority. Any registrable interest involving the applicant and The Contracting Authority or employees of The Contracting Authority or their relatives must be fully disclosed in the submission or should be communicated to The Contracting Authority immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of a bid and prior to admittance to the Panel. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

## 6.9 Freedom of Information Act

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. Applicants are asked to consider if any of the information supplied by them in response to this request should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by applicants, either in response to this request or while any contract awarded as a result thereof, will not be released pursuant to The Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

## 6.10 Tax Clearance Certificate

It will be a condition of award of contract that the successful Panel member 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 contract arising out of this competition, the successful Applicant shall be required to supply its Tax Clearance Access Number and Tax Reference Number, where relevant, to facilitate online verification of their tax status by The Contracting Authority. By supplying these numbers, the successful Panel member, acknowledges and agrees that The Contracting Authority has the permission of the

successful Panel member to verify its tax cleared position online. mailto:nonrestaxclearance@revenue.ie

### 6.11 Withholding Tax

Payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

### 6.12 Irish Legislation and Law

Applicants should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in delivering contracts awarded to The Contracting Authority.

The contract[s] awarded on foot of this process will be governed by Irish law.

### 6.13 Correction of Errors

In general, the following approach will be applied to manifest errors:

- Where there is a discrepancy between the hard copy and the electronic copy of the submission, the hard copy will take precedence.
- Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

### 6.14 Change in the Composition of a Qualification Questionnaire

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

### 6.15 Notification of Evaluations

All Applicants will be informed of the outcome of their proposals following evaluation and any necessary clarifications. Potential outcomes can be:

a) Letter of Intent of admittance to Panel.
b) Letter of Regret.

In the case of National value contracts awarded under the Panel, The Contracting Authority will issue a Letter of Regret with the names of the successful entrants to the Panel.

An award notice will be despatched to www.etenders.gov.ie for each contract awarded in excess of €25,000.

### 6.16 Policy on Personal Debriefings

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

### 6.17 Replacement Personnel

Notification must be sent in writing as soon as possible to The Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of The Contracting Authority. Replacement personnel must be of equal or better standing that the existing personnel in terms of qualifications and experience.

### 6.18 Copyright

The service provider will have copyright of all materials developed for programme delivery, but will provide the Contracting Authority with a perpetual licence to use such material but only for its own purposes (to be agreed with the successful Panel member).

### 6.19 Brand Names, etc.

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

### 6.20 European Single Procurement Document

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section A of the Questionnaire. However, the Contracting Authority requires evidence via completed submission of Section B relating to Technical Capacity. Mere confirmation **will not be** sufficient under these headings.

Progression to the Panel will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority when requested. Failure to provide appropriate evidence within the required timeframe specified will result in the Applicant being deemed inadmissible for the Panel but may apply again over the life-time of the Panel.