

OPEN PROCEUDRE

REQUEST FOR TENDER

MULTI-OPERATOR FRAMEWORK AGREEMENT

Anticipated Number in Framework		Minimum of 3
Scope of Framework		
Maintenance, repair and replacement of heating systems as required for initial 2 year contract subject to renewal for 3 X 12 months		
Procedure		
Open Procedure – National Level		
Key Dates		
Issue Date		
Closing Date for Queries	12.00 17/07/2026	
Closing Date for Tender Submissions	12.00 31/07/2026	
Contact for Queries		
Questions and Answers facility on www.etenders.gov.ie		
Format for submission of tenders		
Via www.etenders.gov.ie only		
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie . Registration is free of charge and there is no charge for documents.		

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

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1. ABOUT THE AWARDING AUTHORITY

1.1 The Contracting Authority

Limerick City and County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority is to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

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

If the tender is from a consortium / joint venture, Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

This competition relates to a

Multi-Operator Framework

The Framework Agreement will be established with a minimum of 3 economic operators. Thereafter contracts will be awarded in accordance with the rules contained herein.

2.2 Scope of Requirements under the Framework

Brief Description of Initial Contract

Repair and replacement of heating systems generally Gas or Oil. These requirements will occur following a report of an issue and works will be allocated by LCCC when reported.

Details of contracts under the Framework

Works will be awarded based on their tender ranking position subject to contractor availability and time constraints. Should the No.1 ranked Contractor not be able to fulfil the Council requirements at any given stage the Council reserves the right to proceed to offer the works to the next ranked tender. The Council reserve the right to review the process of allocation of works at any stage and will carry out periodic performance reviews for the duration.

Works will consist of the repair or replacement of heating systems as required.

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

2.3 Detailed Specification of Requirements

Limerick City and County Council hereinafter referred to as LCCC are establishing a Tender for the maintenance/repair of existing boilers (gas, oil) on a reactive basis across its Local Authority housing stock. This tender will create a framework subject to sufficient qualifying tenders. Works will be awarded based on their tender ranking position subject to contractor availability and time constraints. Should the No.1 ranked Contractor not be able to fulfil the Council requirements at any given stage the Council reserves the right to proceed to offer the works to the next ranked tender. The Council reserve the right to review the process of allocation of works at any stage and will carry out periodic performance reviews for the duration.

The works will be reactive in nature and will be allocated to the Contractor by LCCC. It is anticipated that these works should commence within 24 hours of receipt of instructions. As this may involve heating supply and hot water supply the works are required in an urgent timeframe and delays cannot be allowed. The works may include but not be limited to those found in the pricing schedule, All Data will have to be uploaded to LCCC **Addjust Platform**, Access to this software will be provided by LCCC, The Contractor will be responsible for all relevant licences and training of their team for the duration of their works.

The contractor shall notify LCCC immediately of any item requiring urgent attention.

The Contractor shall allow for all labour, supply of materials, tools, plant and testing equipment necessary for the execution of all of the requirements of the Agreement.

All materials shall conform to the requirements of the relevant Irish Standard, shall meet the specification of the appliance manufacturer and shall be the best of their kind available.

Fully competent and qualified operatives who must be fully accredited with Safe Energy Ireland, RGII, OFTEC or any other relevant body required and a registered Installer or other approved body shall execute all works. Such operatives shall display at all times proof of such accreditation that will describe their levels of competency and shall only work in the areas of competency so described.

Child Protection Policy : The Contractor shall comply and strictly adhere to LCCC Policy & Procedures for Protection and Safeguarding of Children . In this regard all personnel employed by the contractor will be in a position to obtain Garda clearance if requested to do so at any time during the Contract if applicable.

The contractor shall include in their rate repeat visits and Saturday calls when tenant is not present on weekdays.

It is envisaged that all tenants will remain in the dwellings while repairs takes place, the Contractor shall allow for all costs associated in meeting this restriction.

The Contractor shall at all times protect and make good any damage at completion to existing features to be retained. They shall protect and maintain all existing services, take all necessary precautions working at or near them and make good any damage on completion.

The Contractor shall include in their price for the locating and the taking of necessary precautions against any damage to existing services.

The prices quoted will remain in force for the duration of the Contract.

The Contract may be terminated at any time during the period and any other 12 month extensions at the sole and absolute discretion of LCCC.

The Contractor will be paid at the prices quoted in this document and these rates shall cover all labour, materials, transport, out of normal hours work, repeat visits, Saturday calls, overheads, profit, etc. required to carry out the necessary works listed in this Schedule.

The Contractor shall include in these rates for all costs associated with carrying out the works while the dwellings are occupied, protecting carpets, house furnishings and private possessions from any damage and reinstating and decorating the final works to the satisfaction of LCCC.

The Contractor shall also make allowance for carrying out the works in a manner and during working hours as agreed with the Council so as to prevent undue interruption to the occupants of the dwellings.

The property shall not be used for any purpose other than for carrying out the works. The property shall be left in a clean and tidy manner at the end of each day of work/service.

The Contractor shall not store inflammable liquids or compressed oils within the property.

The Contractor shall not display any advertisements on site.

LCCC reserve the right to appoint an independent Registered installer to undertake intermittent inspections of works undertaken as part of this Tender.

No Access to Dwellings :

It is likely that there will be dwellings that may be unoccupied when the Contractor calls to carry out the service. In such cases, the Contractor shall therefore engage with the occupant to ensure access for repairs.

Refusal of Entry:

In some cases a tenant may refuse the Contractor entry to carry out the service. In this scenario the Contractor shall notify the LCCC Housing Section in writing and provide details of same.

CPD Training to be carried on all installer products and certification to be provided.

2.4 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

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

NOTE: Tenderers will note that contract management activities will be non-billable.

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	16 th June 2026
Closing date for Queries	17 th July 2026
Closing date for Receipt of Tenders	31 st July 2026
Clarification meetings (if anticipated)	n/a
Award decision	TBD
Framework Agreement Commencement	TBD

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

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-operator framework agreement with **3 number** of operators, subject to that number meeting the minimum criteria and rules.

3.2 Duration of the Framework Agreement

The framework agreement will be for an initial period of **2** years with 3 renewals of 1 year subject to performance.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed TBD

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

3.4 Awarding Contracts under the Framework Agreement

In the case of a multi-operator framework agreement contracts may be awarded as follows:

Use of Cascade Method

Through application of the cascade method whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not able to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

3.5 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member[s]. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions (Appendix 1).

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation about these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers.

3.7 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period.

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

4. SELECTION CRITERIA

The Contracting Authority is using the **open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

Alternatively, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Section 4.1.1 (a).

[Note: not all of the selection criteria may be relevant. Ensure that each of the criteria and rules you use is relevant and proportionate to the initial contract and will not result in the inappropriate inclusion/exclusion of tenderers]

4.1 Relying on the Standing of Other Entities

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

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

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

4.2 General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in your tender being considered inadmissible.

General Information

Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Legal Compliance

- Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document.
- Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.

Financial

Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Turnover	Confirmation that the tendering party turnover exceeded €1,000,000 during one 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 12 months.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Product Liability - €6.5 million • Professional Indemnity - € 6.5 million • Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination) - €6.5 million. • Cyber Liability - € n/a • [Other relevant insurances]

4.3 Technical Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in your tender being considered inadmissible.

Manpower Levels

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.

Skillset Required	Minimum Number Required
SAFE ENERGY IRELAND REGISTERED	1
RGII REGISTERED	1
RGI CERTIFIED	1
OFTEC	1
it should be noted that this is a non-exhaustive list of certificates. Any omission shall not absolve the Contractor from their obligation to provide any and all certificates required in order to ensure that the completed development achieves compliance with the Building Regulations via the Building Control (Amendment) Regulations Framework.(Sd, Si, & Sc)	
Technical Resources	
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.	
Technical Resource Required	Minimum Requirement
Gas boiler servicing engineer and installer	2
Oil boiler servicing engineer and installer	2
Electrician	1
Plumber	1
Previous Contracts	
Tenderers must provide information clearly demonstrating successful delivery of 1 previous comparable contracts, involving the following features:	
Maintenance , repairs, replacement of heating systems consisting of a minimum of 100 properties.	
Health & Safety	

Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

Quality Assurance

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD.

5. AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A	Weighting	Maximum Marks	Minimum Required	Marks
	70%	70	50%	
Title	THE COST CRITERION			
Description	Pricing Schedule total, 70 marks for lowest price			
Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%	Marks
	30%	30	50%	
Title	Technical			
Description	TECHNICAL EXPERTISE (INCL CERTIFICATIONS AND PREVIOUS EXPERIENCE)			

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	70*
Formula employed	$\frac{70*}{B} \times A$

5.2 Methodology for Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	An outstanding response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		
25 – 49%	Poor	A poor response demonstrating limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.
1 – 24%	Very Poor	A very poor response demonstrating very limited understanding of the requirements with fundamental flaws and a significant risk of non-delivery. This is unacceptable and a fail.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and a fail.

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

5.3 Clarification and Verification Meetings

Award of contract/membership of the framework may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

INSTRUCTIONS FOR TENDERERS

(a) Submission of Tenders via www.etenders.gov.ie

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

To submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process.

(b) Closing date for Tenders

The closing date for tenders	is 31/07/2026 at 12.00am
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline.

(c) Queries

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

The closing date for queries	Is 17/07/2026 at 12.00am
Process for submitting queries	Via www.etenders.gov.ie only

In circulating responses, queries will be edited to avoid disclosing the identity of the querist, and will be circulated to all parties who have expressed an interest in the procurement on the etenders website.

(d) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

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

(e) Tender Validity Period

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

(f) Amendment of Tender Documentation

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration.

(g) Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(h) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(i) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. 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 a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(j) Anti-Competitive Conduct

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

(k) Freedom of Information Acts

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of 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. 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.

(l) Data Protection

Tenderers are required to comply with all directions of the Contracting Authority with regard to:

- (i) the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- (ii) local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities

- (iii) comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
- Data Protection Acts, 1988 and 2003 and
 - All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

(m) Publicity

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

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

(n) Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. Where a discrepancy arises between any figure submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

In the case of manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(o) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret with the name of the winning tenderer(s) and the scores of the tenderer and the winning tenderer.

GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS

(i) 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.

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

(ii) Withholding Tax

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

(iii) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by Irish law.

(iv) Dignity at Work

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

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

(v) Change in Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfill the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.