



Comhairle Cathrach Chorcaí
Cork City Council

RESTRICTED PROCEDURE - Stage 1

REQUEST FOR TENDER FOR A CONTRACT

Scope of Contract	Provision of Services for Coordination of Creative Places Knocknaheeny
Procedure	Restricted Procedure (2 Stage) – National Level
Key Dates	
Issue Date	17th June 2026
Closing Date for Queries	12pm 24th July 2026
Closing Date for Tender Submissions	12pm 27th July 2026
Contact for Queries	Messaging 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.	
Please note that the Contracting Authority has supplied a Tender Response Document (and where relevant a separate pricing document) which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.	

CONTENTS

1	ABOUT THE CONTRACTING AUTHORITY	4
1.1	The Contracting Authority	4
1.2	Disclaimer	4
1.3	Use of eTenders	5
1.4	Use of a Tender Response Document	5
1.5	Small and Medium Enterprise Participation.....	5
1.6	Tender Structure	6
2	OVERVIEW OF THE REQUIREMENT	7
2.1	High Level Scope.....	7
2.2	Anticipated Timeline.....	7
2.3	Termination of Contract	7
2.4	Compliance with the Terms and Conditions	7
2.5	Award to Runner Up	8
3	DETAILED SPECIFICATION OF REQUIREMENTS	9
3.1	Specification	9
3.2	Details of Options	19
3.3	Site Visits	19
3.4	Duration	19
3.5	Indicative budget.....	19
3.6	Contract Management	19
4	SELECTION CRITERIA	20
4.1	Use of the European Single Procurement Document	20
4.2	Relying on the Standing of Other Entities.....	20
4.3	General, Legal and Financial Requirements	20
4.4	Technical Capacity Requirements.....	22
5	AWARD CRITERIA.....	24
5.1	Methodology for Calculating the Cost Score	26
5.2	Methodology for Calculating Scoring of Qualitative Criteria.....	26
5.3	Post Tender Clarification.....	27
5.4	Verification Meetings.....	27
5.5	Clarification of Abnormally Low Tenders	27
5.6	Right to Confirm Suitability	27
6	INSTRUCTIONS FOR TENDERERS	28
6.1	Submission of Tenders	28

6.1.1	Accessing Documents	28
6.1.2	Submitting your Response	28
6.2	Closing date for Tenders.....	29
6.3	Queries	29
6.4	Extension of Tender Period.....	29
6.5	Tender Validity Period.....	29
6.6	Discrepancies between Documents	29
6.7	Formatting of Tenderers / Amendment of Tender Documentation	30
6.8	Collusive Tendering	30
6.9	Confidentiality	30
6.10	Clarification of Tenders	30
6.11	Correction of Errors.....	30
6.12	Change in the Composition of a Tenderer.....	31
6.13	Interference and Inducement to Purchase	31
6.14	Conflict of Interest.....	31
6.15	Publicity	32
6.16	Right Not to Award.....	32
6.17	Notification of Tender Evaluations.....	32
6.18	Award Notices.....	32
6.19	Policy on Personal Debriefings	32
6.20	Copyright	32
6.21	Brand Names, etc.	33
6.22	Environmental Aspects	33
6.23	Knowledge and Skills Transfer.....	33
6.24	Currency and Payment	33
6.25	Irish Legislation and Law.....	33
6.26	Anti-Competitive Conduct	33
6.27	Accessibility / Dignity at Work	33
6.28	Withholding Tax	34
6.29	Freedom of Information.....	34
6.30	Late Payment.....	34
6.31	Data Protection	34
6.32	Changes in Legislation.....	35
6.33	International Procurement Instrument-IPI.....	35
6.34	Responsibility of Successful Party	35

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

Cork City Council is the Local Authority for the administrative of Cork City. Cork is located in the south-west of Ireland, in the province of Munster, since an extension to the city's boundary in 2019, the city area increased from 39 km² to 187 km², and the population within the city bounds increased from 125,000 to 210,000. Cork City Councils significant economic advantages include Cork Port, fast access to rail, road, and power and telecommunications infrastructure.

Local Authorities are the closest and most accessible form of Government to citizens. They have responsibility for delivery of a wide range of services in their local area with a focus on making cities, towns and countryside attractive places to live, work and invest. These services generally include housing; planning; infrastructure; environmental protection; and the provision of recreation and amenities and community infrastructure. Local Authorities also play a key role in supporting economic development and enterprise at a local level.

Further information is available at our corporate website www.corkcity.ie

1.2 Disclaimer

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

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising 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.

1.3 Use of eTenders

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. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

1.4 Use of a Tender Response Document

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Appendix 1 – Contract Terms and Conditions
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a Zip file in order to protect the integrity of file names.

1.5 Small and Medium Enterprise Participation

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

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

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

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

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

1.6 Tender Structure

This tender competition will consist of two stages:

1. Stage 1: Consists of this phase of the competition, managed by Cork City Council. This RFT, the TRD and any supplementary Appendices and Clarifications will comprise the documentation at this phase. Submissions at this phase will consist of the return of the TRD and any other required materials. Submissions at this phase will be assessed firstly on Selection Criteria, then ranked based on the Award Criteria. The top 5 ranked submissions will be invited to Stage 2.
2. Stage 2: The top 5 ranked tenderers will be invited to Stage 2. Where an invited tenderer decides not to proceed to Stage 2, Cork City Council reserves the right to invite the next highest ranked tenderer in their place. Stage 2 will be overseen by Cork City Council but the evaluation structure and final award of contract will be determined by a panel of stakeholders, comprised of members of some of the organisations listed under section 3.1.

2 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

Cork City Council is seeking the provision of coordination services for Creative Places Knocknaheeny.

Coordination will involve the development, implementation, and delivery of Creative Places Knocknaheeny, a programme of socially engaged arts, collaborative arts commissions and creative community consultations in partnership with local partners, stakeholders and Cork City Council for the local community and arts practitioners. This initiative is funded by the Arts Council of Ireland Creative Places Scheme and supported by Cork City Council and local partners.

Coordination will involve taking leading role in all areas of project management, programme delivery, producing, marketing, and communicating with artists, community members and local and national stakeholders, ensuring that the programme reflects the values of socially engaged arts and community development.

Any submission on behalf of a joint venture/consortium must indicate a lead applicant and contact person.

A full outline of coordination services requirements is contained in Section 3.1

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Dates for Site Visit (if applicable)	N/A
Closing date for Receipt of Tenders	As specified on title page

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

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive. Termination of any Contract will be carried out in accordance with the Terms and Conditions of the relevant contract.

2.4 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as appended at the relevant Appendix.

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

2.5 Award to Runner Up

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3 DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority invites tenders for the award of a contract as specified hereunder.

3.1 Specification

Cork City Council is seeking the provision of coordination services for Creative Places Knocknaheeny for the initial of period September 2026 until August 2027, with potential extension of at least one 2 year period until Summer 2029.

Coordination will involve the development, implementation, delivery and reporting of Creative Places Knocknaheeny, a programme of socially engaged arts, collaborative arts commissions and creative community consultations in partnership with local partners, stakeholders and Cork City Council for the local community and arts practitioners. This initiative is funded by the Arts Council of Ireland Creative Places Scheme and supported by Cork City Council and local partners.

Coordination will involve taking leading role in all areas of project management, programme delivery, producing, reporting, and communicating with the public as well as artists, community members and local and national stakeholders, ensuring that the programme reflects the values of socially engaged arts and community development.

The partners named in the Seed Funding application submission to the Arts Council of Ireland are listed below. Many local residents and members of local groups informed the submission content:

Seed Funding Application Named Partners

- Cork City Council Arts Office (Lead Applicant, Creative Places Seed Strand)
- Cork City Council Community Section including RAPID, Sláintecare
- Cork City Council Library Service (specifically Hollyhill Library)
- Cork City Council North West Regeneration Office
- Cork City Council Traveller Accommodation Unit
- Cork City Council Partnership SICCAP
- Cork Community Art Link
- Cork Midsummer Festival
- Creative Tradition
- Foróige Youthlink UBU Project
- Graffiti Theatre Company
- Le Chéile School Completion Programme
- Let's Grow Together
- Musical Neighbourhoods
- NICHE
- Promenade
- Sample Studios
- The Canteen (Knocknaheeny Hollyhill Youth and Community Centre and Café)
- The Kabin Studio

3.1a Background

Creative Places is a national initiative that seeks support areas that have not received significant investment in the arts in a consistent way previously. To understand more about Creative Places, go to <https://artscouncil.ie/developing-the-arts/flagship-programmes/creative-places/> An award of 3 Year 'Seed' funding has been made to Creative Places Knocknaheeny on the strength of a proposal by local residents of Knocknaheeny working with partner organisations including Cork City Council.

Knocknaheeny is a long-established community shaped by public housing developments of the 1970s. Today, it is home to 4,049 residents across 1,382 households and is currently undergoing major transformation through Cork City Council's City Northwest Quarter (CNWQ) regeneration masterplan. The 2024-2026 Creative Places Knocknaheeny R&D phase was delivered through a partnership between local organisations alongside citywide arts and community development organisations, artist networks, coordinated by an Engaged Researcher, Community Artist Noeline Kavanagh.

3.1b Vision and Mission

Creative Places Knocknaheeny is an ambitious community-based artistic programme for Knocknaheeny developing inclusively through partnership for maximum artistic, cultural and social impact. Underpinned by socially engaged art practice and community development principles, it will be informed by the community's stories, lived experience, and Knocknaheeny's social, economic, artistic, and cultural traditions.

Our collective vision is for Knocknaheeny to continue developing, through partnership and a ground-up approach, as a place that is synonymous with excellent, people-led arts, where our pride of place is expressed through the arts for all to see. Through Creative Places, our mission is to ensure that existing examples of quality arts engagement are amplified and normalised, while developing a dynamic, rich, inspiring and inclusive range of arts activities that reflect the traditions, imaginations and aspirations of Knocknaheeny residents.

We want a Creative Places programme that is equitably developed through community leadership and supported by strategic partnership, working together on a common purpose to sustain and evolve arts engagement for years to come. This includes deepening trust, nurturing creative energies through mentorship and resourced practice, and focusing on legacy through skills transfer, ethical documentation and inclusive participation, ensuring that creative opportunities remain rooted in the lived experience of residents.

Creative Places Knocknaheeny is supported by the Arts Council of Ireland Creative Places programme and Cork City Council with local partners.

3.1c About Creative Places Knocknaheeny

The proposal for the Creative Places Knocknaheeny Seed Strand is a work in progress and outlined in the Creative Places Knocknaheeny pdf enclosed in this set of tender documents. Specifically on The Coordination Services provider will be expected to work according to Themes, Priorities and Governance Structure, details of which are summarised in this section.

Themes

This three-year Creative Places Knocknaheeny programme of activities will be grounded in three themes which were identified during the R&D phase:

- **Identity** — reclaiming and celebrating Knocknaheeny's story
- **Place** — understanding the area's physical and social geography
- **Perception** — challenging misconceptions and stereotypes

Priorities

Consent-driven, non-colonial and non-extractive principles will guide the Creative Places Knocknaheeny Seed Phase priorities which are to:

- Deepen trust and empower local leadership through a Local Group and Buddy model;
- Nurture creative energies by progressing from taster sessions to sustained mentorship, development for future production, and fair-paid artistic practice;
- Build on artistic legacy through skills transfer.

The 6 priority areas for Creative Place Knocknaheeny, identified with local residents, are listed below. How these priorities will be actioned will be decided through equitable consultative processes as part of the coordination of the Creative Places Knocknaheeny Seed Strand. The priority areas are listed here:

1. **Arts Facilitation** – building local capacity through training, mentorship, and skills development. This priority area should focus on supporting residents, youth leaders, community workers, and emerging creatives to develop the confidence and skills needed to facilitate socially engaged arts activity within the community.
2. **Creative Production** – supporting new work rooted in lived experience through Producer Mentorships and Placements. This priority area will nurture creative leadership within the community, enabling residents and local artists to develop, produce, and present new artistic work that reflects Knocknaheeny's identity, stories, and collective imagination.
3. **Early Years Arts** – a continued and deepened focus on expanding creative opportunities for children aged 0–3. This work should support families, early-years practitioners, and community partners to embed creativity in the earliest stages of life, ensuring that young children in Knocknaheeny have access to high-quality, developmentally appropriate arts experiences.

4. **Local Arts** – cultivating creativity for all ages living locally. This priority area should focus on strengthening existing creative activity, supporting new opportunities for participation, and ensuring that residents of all ages can access meaningful, high-quality arts experiences within their own community.
5. **Professional Practice Development** – offering residencies, CPD, internships, and placements for local artists, arts workers, emerging producers, and collaborators. This priority area aims to establish and enrich cultural and artistic practice in Knocknaheeny, ensuring that local creatives have opportunities to grow, develop, and contribute to the long-term cultural life of the area.
6. **Resident-Led Art Commissioning** – enabling residents to shape and commission artistic programme activities taking place in their area. This priority area will support the Local Group and wider community to identify themes, select artists, and guide the development of new work that reflects local priorities, values, and lived experience.

Governance Structure

The provider(s) of Coordination Services will report to Cork City Council Arts Office (lead applicant for Creative Places Seed Strand funding). The Coordinator and Cork City Council will be accountable to the governance representatives for Creative Places Knocknaheeny.

The governance for the Creative Places Knocknaheeny Seed Strand is the structure through which decisions are made and plans are agreed. The governance representatives are the people involved in the governance structure, which is evolving.

The governance structure in place for the Creative Places Knocknaheeny R&D phase consisted of a Steering Group of stakeholders largely consisting of workers in local community and arts organisations (see Seed Strand Application Partners listed in the introduction of Section 3.1 Specification). The Steering Group met every two months to discuss progress. By the completion of the R&D, some local residents that participated in the R&D came together to discuss establishing a Local Group made up of residents that would be involved in decision making for the Creative Places Knocknaheeny Seed Strand.

It is proposed that the members of the Local Group will be supported by ‘Buddies’ ie mentors from the locality or outside, including community workers, artists and others. The stakeholders, that have been supporting Creative Places Knocknaheeny up to this point, are committed to adapting around the emerging model and supporting local leadership. This process will require time and will benefit from reflection and facilitation. A requirement of the provider(s) of Coordination Services will be to support this change and help identify the right people and processes that will enable it.

It is important that the provider(s) of Coordination Services are comfortable working in a changing environment and can be flexible to accommodate the collective learning curve that is anticipated. It is also desirable that the provider(s) of Coordination Services understand the intention of enshrining community-led processes, and demonstrate appreciation for the time and care they require. Creative Places Knocknaheeny will be the first step in a long-term initiative that will support the development of the arts in the area and, as such, will benefit from strong relationships and local connections.

3.1d Coordination Services Required

The following are required from the provider(s) of Coordination Services;

- Collaboration & Community Engagement
- Supporting Local Skills & Participation
- Administration & Reporting
- Working Responsibly in the Local Context
- Planning, Evaluation & Learning
- Risk, Policy & Environmental Responsibility
- Communications & Presence in the Community

These requirements are outlined in more detail below.

Collaboration & Community Engagement

- Work closely and respectfully with everyone involved in the Knocknaheeny area—especially local residents—to agree on the workplan and decide what Creative Places Knocknaheeny should focus on.
- Make sure local people have a real and fair say in decisions by helping to set up a simple, clear way for the community to guide the project.
- Create a programme of activities for Creative Places Knocknaheeny that supports what is already happening locally and reflects the artistic ideas and ambitions of the community.
- Support the evolution of the governance structure with a view to moving towards a community-led governance model over time.
- Identify whether the project needs extra community-development or other types of support and, if so, help arrange whatever is needed, such as training or outside services.
- Work with residents and other partners to design and review the Seed Phase through regular conversations, meetings, and other accessible ways of gathering community input, ensuring the programme meets local needs within the available resources.
- Plan for sustainability; approaches that support local leadership and creative autonomy in the long term while respecting, people, place and environment.

Supporting Local Skills & Participation

- Help build skills and confidence among local artists, creatives, producers, and community arts facilitators so they feel ready and supported to take part in opportunities that arise through the programme.
- Work with partners to write clear and accessible briefs for artistic opportunities such as call-outs, residencies, bursaries, commissions, training, and placements. Make sure information is easy to understand and shared through local channels, including word of mouth.

Administration & Reporting

- Report to the Cork City Council Arts Office; manage project expenses responsibly; keep clear financial records; and submit invoices on time.
- Engage and manage creative and other personnel as required.
- Ensure that timelines, plans, and promotional needs for the Seed Phase are met.
- Keep stakeholders updated at agreed intervals and identify any extra support needed to keep the programme on track.
- Build respectful relationships and ensure that anyone taking part in documentation or photography understands and agrees to how their involvement will be used.

Working Responsibly in the Local Context

- Work in a way that is sensitive to the realities of a community facing social and economic challenges and be aware of the complexities of working in an area undergoing regeneration.
- Work with partners to create accessible mentorship opportunities and support skill-building for artists, creatives, producers, and community arts facilitators.
- Support artists-in-residence to create socially engaged work with the community and support local groups and individuals to take part in ways that follow best-practice guidelines, including acknowledging participants appropriately.
- Support artists and the community through locally led commissioning processes that reflect strong knowledge of the arts sector and good practice.
- Work with groups, advocating for local leadership at all times.
- Show a strong commitment to supporting artists and programmes that reflect inclusion and cultural diversity.
- Develop and maintain positive, collegial relationships with Creative Knocknaheeny stakeholders and residents.

Planning, Evaluation & Learning

- Contribute to the development of a long-term vision for Creative Places Knocknaheeny beyond June 2029, based on what is learned during the Seed Phase.
- Help create a simple, accessible evaluation framework from the start so that progress and learning can be captured and shared.
- Work with independent evaluators and take an active role in documenting and evaluating the programme, ensuring others involved can do the same.
- Take part in information-sharing and support opportunities offered by the Arts Council through the Creative Places Coordinators' network, including occasional travel outside Cork.

Risk, Policy & Environmental Responsibility

- Assess risks for programme activities and manage any related insurance needs.

- Be familiar with Cork City Council's arts and culture strategies and relevant local and national arts policies.
- Use environmentally friendly practices throughout the work.

Communications & Presence in the Community

- Support the development of a clear identity, brand, and social-media presence for Creative Places Knocknaheeny that grows at a pace that suits the community and allows for local input.
- Develop and deliver marketing and PR plans that focus on local communication through accessible methods such as posters, flyers, newsletters, and social media. Keep websites and online platforms updated.
- Maintain a regular presence in Knocknaheeny and be flexible with working hours, including some evenings and weekends, to support community engagement.

3.1d Tender Assessment

This tender process has two stages.

A separate Tender Response Document is provided for responses to Stage 1. It contains instructions about the format required for submitting the required information ie i) minimum criteria, ii) references and iii) evidence of meeting the Tender Assessment Criteria.

5 tenders will be shortlisted and the tenderers will be invited to provide more detailed information in person at a date TBC in September. Instructions for this stage will be provided with time allocated to prepare. Expenses incurred in participating in Stage 2 will be reimbursed, within limits.

The following is an overview of Stage 1 criteria.

i) Stage 1: Minimum 'Pass/Fail' Criteria

The Minimum Criteria includes:

- Financial Requirements
- Insurances
- Personal Circumstances
- Statutory Obligations
- Previous Experience
- Health and Safety

Please Note: Tenderers can provide details regarding Minimum Criteria in the Tender Response Document. Please note that failing to meet the minimum requirements outlined in each of the above areas will result in that tender being ineligible for assessment.

ii) Stage 1: References

Providing references will ensure that the tenderer's level of experience is fully understood. For this tender opportunity, two references are requested. Some details on experience are required on 3 areas relevant to Creative Places Knocknaheeny Coordination Services:

- **arts project management** – experience managing timelines, budgets, activities and personnel.
- **arts engagement coordination** – experience coordinating the engagement of communities or groups in the arts in collaborative and socially engaged ways;
- **recognising the voice of lived experience*** – experience in ensuring that lived experience is taken into consideration in artistic decision-making processes;

** Lived experience is the direct, firsthand knowledge and personal insight gained by an individual who has personally navigated a situation, illness, or systemic challenge. (HSE, 2025)*

Please Note: Tenderers can provide details regarding References in the Tender Response Document. Please note that failing to provide an adequate number of relevant references will result in that tender being ineligible for assessment.

iii) Award Criteria

There are 3 Award Criteria areas which are listed as A, B and C below. Each of these Criteria are marked out of 100%. The weighting of marks allocated to each criteria reflects the priorities of Creative Places Knocknaheeny. note that failing to provide requested information will affect the marking of the tender.

Full details of Award Criteria marks can be found in section 5 of this document.

Criterion A. Costs [30% MARKS]

Tenderers should provide the **Cost Breakdown** in the Tender Response Document

Criterion B. Qualifications, Experience & Expertise [30% MARKS]

Tenderers should enclose the following items separately to accompany their completed Tender Response Document:

B1. CV per person

Tenderers should provide CVs for each member of personnel that will be involved in delivering Coordination Services for Creative Places Knocknaheeny. Each CV should contain relevant qualifications and experience.

B2. Samples

Tenderers should also enclose 3 examples that demonstrates their expertise. At least one of these examples should be relevant to the samples of experience outlined in the References section of Tenders Response Document. The examples could be in any format such as a report, presentation, portfolio, publication or other format related to similar past initiatives. The example(s) may be enclosed separately.

Criterion C. Approach, Methodology, & Suitability [40% MARKS]

Tenders should respond to the following prompts in plain English:

C1. Suitability

Tell us what motivates you to get involved Coordination Services for Creative Places Knocknaheeny, in the form of a statement or letter.

C2. Approach & Methodology

Tell us how you would approach coordinating Creative Places Knocknaheeny. For example, what kinds of methods would you use to get to know people, encourage creativity etc that best suit the context of Knocknaheeny, the priorities of Creative Places Knocknaheeny, and the coordination requirements.

Tenderers can respond by writing directly into the space provided in the Tender Response Document (max 1000 words) or provide your response in the form of a video or audio recording (max 1000 words), noting the following guidance:

- A video or audio recording will be accepted, not both;
- A video recording must be submitted in mp4 format with the tender response materials;
- A video recording must depict the head and shoulders of the respondent(s) and not include any B Roll or additional video footage;
- An audio recording must be submitted in mp3 format with the tender response materials;
- An audio recording must depict only the voice of the respondent(s) and not include any music tracks, sound effects or additional audio material;
- Links to video or audio recordings uploaded online will not be permitted.

3.2e Supports for Delivery of Coordination Services

Given the substantial demands involved in delivering Coordination Services for Creative Places Knocknaheeny, the facilitating will be facilitated to ensure the benefit of all:

- The tender process will accommodate two stages to ensure ample time and opportunity to respond fully to the opportunity.

- Up to 5 tenders will be shortlisted following Stage 1. A small number of stakeholders, including representatives of Knocknaheeny residents, will outline the evaluation structure for Stage 2. It is envisioned that Stage 2 will involve an in-person interaction in response to the tender evaluation requirements.
- On acceptance of award of the tender, the tenderer will be supported to prepare with the following:
 - Introduction to partners and local residents
 - Tour of Knocknaheeny
 - Garda Vetting
 - Child and Vulnerable Person Safeguarding Training
 - Trauma Sensitive Cities Training
 - Traveller Culture Awareness Training
 - Planning Meetings
- It is not anticipated that much of Autumn 2026 will be dedicated to getting to know one another, initiating the process for structuring the governance of the programme and making plans based on the Creative Places Knocknaheeny Seed Proposal.
- A budget has been ringfenced to assist the coordination of Creative Places, for requirements arising that fall outside of the scope of the coordination services requirements as outlined in this document, subject to availability of funds. The budget will be separate to the fee for the delivery of Coordination Services. Allocation of the budget will be approved by the governance representatives.
- Access requirements can be accommodated, subject to available resources.

3.1f Tender Timeline

This tender process will involve two stages. After the first stage, up to 5 tenders will be shortlisted and those tenderers will go through to the next stage. That second stage will involve some interaction in person in Knocknaheeny with local stakeholders, including representatives of Knocknaheeny residents (date likely to be in September). Instructions for Stage 2 will be provided to shortlisted tenderers in August.

Below is an outline of the tender timeline, indicating the timeframe for each stage. Please be aware that Stage 2 dates may be subject to change.

2026 Key Dates	Activity
16 th June	Tender Published
27 th July	Deadline for Stage 1 Tender Responses

28 th July	Shortlisting Process Commences
August	Stage 2 Tender Process Commences
October	Tender Award Announced

3.2 Details of Options

Not Used

3.3 Site Visits

Not Used

3.4 Duration

The initial contract will be for a period of one year.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and duration of extensions will be 2 extensions of up to a maximum of 2 years each, should an extension(s) be offered (subject to external funding), with a maximum overall contract duration of 5 years.

3.5 Indicative budget

The indicative budget for the initial (one year) contract is €46,800, inclusive of relevant taxes and VAT, if applicable.

3.6 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 contract. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the **services** required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review and examine performance in adherence to an agreed Service Level Agreement and Key Performance Indicators (KPIs);
- 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.

4 SELECTION CRITERIA

The Contracting Authority is using the **restricted** procedure for the award of this contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity in Stage 1 will have their tender considered for Stage 2. 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.

4.1 Use of the European Single Procurement Document

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

4.2 Relying on the Standing of Other Entities

Small and Medium Enterprises (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 contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.3 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 organization: • Company Name, if applicable • Address • Contact Details for individual responsible for this tender • Company Overview, if applicable • Information on sub-contractors and/or consortium members, if applicable.	
Declarations	
• 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. • If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition. • If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.	
Tax compliance, Financial Capacity and Insurances	
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 and in their country of establishment.
Financial Standing	Evidence of professional experience in the management of budgets and processing of payments.

Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million, if applicable • Public Liability - €6.5 million

4.4 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.

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of 2-3 instances of previous comparable experience/programmes, involving the features as defined in the TRD. These programmes should be within the last five (10) years. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise.

Note #1: All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.

Note #2: In completing the table for each reference project/programme, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

Note #3: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects/programmes must be from the 3rd party identified in the TRD.

Note #4: Tenderers will note that they are to provide contact details for referees for each reference project/programme. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only. Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Health & Safety Management System

Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation.

Please complete the TRD. Evidence of compliance will be required as condition of contract award.

5 AWARD CRITERIA

Only tenders that 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 contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

Please note that the maximum marks available is 10,000.

Criterion A		Weighting	Maximum Marks	Minimum Marks Required
		30%	2000	N/A
Title	Cost			
Description	Complete the annual fee table in the TRD. Please note the following: - As per the Request for Tenders Document, the indicative annual budget for the initial contract is €46,800 inclusive of relevant taxes and VAT, if applicable. - The number and duration of extensions will be 2 extensions of 2 years in duration each up to a maximum of 4 years in duration, should an extension be offered (subject to external funding), with a maximum overall contract duration of 5 years.			
Criterion B		Weighting	Maximum Marks	Minimum Marks
		30%	3000	1500
Title	Qualifications, Experience & Expertise			
Description	Tenderers should enclose the following items separately to accompany their completed Tender Response Document: B1. CV per respondent Tenderers should provide CVs for each member of personnel that will be involved in delivering Coordination Services for Creative Places Knocknaheeny. Each CV should contain relevant qualifications and experience. B2. Samples Tenderers should also enclose 3 examples that demonstrates their expertise. At least one of these examples should be relevant to the samples of experience outlined in the References section of TRD. The			

	examples could be in any format such as a report, presentation, portfolio, publication or other format related to similar past initiatives. The example(s) may be enclosed separately. Note that B1 and B2 are worth equal marks (i.e. 1,500 marks each).		
Criterion C	Weighting	Maximum Marks	Minimum Marks
	40%	4000	2000
Title	Approach, Method & Suitability to provide Coordination Services		
Description	In the space provided in the Tender Response Document, respond to the following prompts in plain English: C1. Suitability Tell us what motivates you to get involved Coordination Services for Creative Places Knocknaheeny, in the form of a statement or letter. C2. Approach & Methodology Tell us how you would approach coordinating Creative Places Knocknaheeny. For example, what kinds of methods would you use to get to know people, encourage creativity etc that best suit the context of Knocknaheeny, the priorities of Creative Places Knocknaheeny, and the coordination requirements. Tenders can respond by writing directly into the space provided in the Tender Response Document (max 1000 words) or provide your response in the form of a video or audio recording (max 1000 words), noting the following guidance: • A video or audio recording will be accepted, not both; • A video recording must be submitted in mp4 format with the tender response materials; • A video recording must depict the head and shoulders of the respondent(s) and not include any B-Roll or additional video footage; • An audio recording must be submitted in mp3 format with the tender response materials; • An audio recording must depict only the voice of the respondent(s) and not include any music tracks, sound effects or additional audio material; • Links to video or audio recordings uploaded online will not be permitted. Note that C1 and C2 are worth equal marks (i.e. 2,000 marks each).		

NOTE 1: Tenderers should ensure in their tender submission 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
Maximum Marks available for Cost	B
Cost for the tender being evaluated	C
Formula employed	$\frac{A \times B}{C}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Scoring Band	Description
1 (81% - 100%)	An excellent response that fully meets requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
2 (61% - 80%)	A good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
3 (41% - 60%)	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
4 (21% - 40%)	An average response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a significant risk that the delivery of the Contracting Authority's requirements will not be successful.
5 (1% - 20%)	A poor response where limited information was provided and serious reservations exist. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws, is seriously inadequate or seriously lacks credibility with a high risk of non-delivery of the Contracting Authority's requirements.
6 (0%)	No response or response completely fails to address the criterion under consideration.

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

Note: where there is a tie-break, the economic operator with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the economic operator with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the quotation process.

5.3 Post Tender Clarification

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

5.4 Verification Meetings

Award of contract may be subject to attendance at a 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.

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of 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 on the basis of it being considered abnormally low.

5.6 Right to Confirm Suitability

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

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

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

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

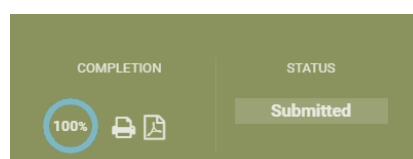
6.1.1 Accessing Documents

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

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

6.1.2 Submitting your Response

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



If you do not receive a message similar to above and a confirmation email, you have not submitted your response.

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

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

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

6.2 Closing date for Tenders

The closing date for tender submission	as specified on the title page
--	--------------------------------

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

The closing date for submitting queries	as specified on the title page
---	--------------------------------

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

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

6.4 Extension of 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.

6.5 Tender Validity Period

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

6.6 Discrepancies between Documents

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

to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenderers / Amendment of Tender Documentation

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

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.

6.11 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there

is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the 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.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

Once the tender submission deadline has expired, no new information can be introduced. This includes cost elements.

6.12 Change in the Composition of a Tenderer

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them. Where the original party to the tender was critical to the respondent meeting some or all selection criteria, any replacement party must meet or exceed the same selection criteria standard.

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

6.13 Interference and Inducement to Purchase

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

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.17 Notification of Tender Evaluations

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

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

Potential outcomes can be:

- Award of Contract
- Letter of Regret
- Decision not to proceed with the Award of Contract

6.18 Award Notices

Following the award of the contract, an award notice will be dispatched to eTenders announcing the results of the competition.

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in materials used.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of contracts awarded.

6.24 Currency and Payment

The currency in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT, with the applicable rate of VAT clearly indicated.

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

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

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

6.30 Late Payment

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

6.31 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 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"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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

6.32 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract.

6.33 International Procurement Instrument-IPI

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union’s public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, tenderers and tenderers should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6.34 Responsibility of Successful Party

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