

## Request for Tenders

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Contracting Authority</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               | Galway and Roscommon Education and Training Board (GRETb)                                      |
| <b>Nature of Procurement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               | Multi-party framework agreement for the Provision of Videography Services to GRETb             |
| <b>Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Services                                                                                       |
| <b>Procedure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Open - OJEU                                                                                    |
| <b>Stage in Procedure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Single Stage Tender Procedure                                                                  |
| <b>eTenders CFT ID</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 8441087                                                                                        |
| <b>Issue Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Wednesday 17 June 2026                                                                         |
| <b>Closing Date for Queries</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            | Monday 13 July 2026 - 12:00                                                                    |
| <b>Contact for Queries</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Questions and Answers facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> |
| <b>Closing Date /<br/>Deadline for receipt of Tenders</b>                                                                                                                                                                                                                                                                                                                                                                                                                  | Monday 20 July 2026 – 12:00                                                                    |
| <p><i>Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> . Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i></p> |                                                                                                |

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## Disclaimer

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

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. Summary

|                              |                                                                                                                                                                                                                              |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contracting Authority</b> | <b>Galway and Roscommon Education and Training Board</b>                                                                                                                                                                     |
| <b>Nature of Procurement</b> | <b>Multi-party framework agreement for the Provision of Videography Services to GRETB</b>                                                                                                                                    |
| <b>Type</b>                  | <b>Services</b>                                                                                                                                                                                                              |
| <b>Procedure</b>             | <b>OPEN - OJEU</b>                                                                                                                                                                                                           |
| <b>Stage in Procedure</b>    | Single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria. |

## 2. About the Contracting Authority

**Education and Training Boards (ETBs)** are statutory authorities which have responsibility for education and training, youth work and a range of other functions. Formerly known as Vocational Education Committees (VECs) ETBs manage and operate second-level schools, further education colleges, multi-faith community national schools and a range of adult, further education and training centres delivering education and training programmes, including 19 (former FÁS) training centres. There are 16 Education and Training Boards spread throughout Ireland with over 650 sites under their remit. The Chief Executive (CE) of each ETB carries out the executive functions of the ETB, including those in relation to procurement.

**Galway and Roscommon Education and Training Board (GRETb)** offers an extensive range of education and training services across locations in Galway and Roscommon including Primary Education, Post Primary Education, Further Education and Training, Outdoor Education, Music Education and Youth Services.

For more information visit [www.gretb.ie](http://www.gretb.ie) and [www.etbi.ie](http://www.etbi.ie).

## 3. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-party framework agreement for the Provision of Videography Services to GRETb. These services are described in more detail in sections 5.1, 5.2, 5.3 and 5.4 below.

Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the framework.

### 3.1. Numbers Admitted to the Framework

The framework agreement will be established as a **multi-party framework agreement** with a minimum of two (2) operators, subject to that number meeting the minimum criteria and rules.

### 3.2. Duration of Framework

Each framework lot agreement will be for two (2) years duration, with the option to extend for 2\*12 months, totalling a maximum of four (4) years subject to satisfactory performance, business needs and budgetary constraints.

For the avoidance of doubt, the GRETb 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

The estimated total value of purchases pursuant to the framework agreement (ex VAT) is in the region of €350,000 for the duration of the framework. This figure is provided strictly for indicative purposes only, based on current and future expected provisions and there is no guaranteed expenditure under the framework agreement.

### 3.4. Awarding Contracts under the Framework

In the case of a multi-party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the framework member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

#### 1. Direct Draw-down

Without re-opening competition amongst framework members, on foot of the original tenders received using a Cascade 'call-off' approach - according to the ranking of the suppliers on the framework. Initial contract offered to the first ranked tenderer. If the party is not able to perform the contract, the next ranked firm will be approached moving in ranked order through the framework members until the contract can be awarded.

**OR**

#### 2. Mini Competition

Based on further competition where multiple suppliers have been appointed to each category Lot inviting all the members of the category to participate for new requirements as they arise. Request for Quotation will be issued detailing a more precise scope of requirements, the award criteria and a closing date and time for responses.

| e.g. Mini Competition - Indicative Award Criteria/Terms   | Sub-Criteria | Weighting |
|-----------------------------------------------------------|--------------|-----------|
| Cost                                                      |              | 100%      |
| Lead Time                                                 | Pass / Fail  |           |
| Confirmation of Standards as set out in the specification | Pass / Fail  |           |

**Note:** On occasions and at the discretion of the Contracting Authority additional scoring criteria may be used.

### 3.5. Review of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member. The Service Level Agreement and agreed Key Performance Indicators will be the main criteria for measuring performance.

The precise KPIs for performance monitoring will be agreed with the framework members. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

### 3.6. Account Management

#### 3.6.1. Account Manager

The Contracting Authority requires tenderers to nominate a dedicated account 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 the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority.
- Meet as and when required to review the relationship and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

**NOTE:** Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful tenderer and delegate as required.

#### 3.6.2. Replacement Personnel

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

#### 3.6.3. Invoicing

Invoices shall be submitted on completion of order by the supplier monthly for all costs incurred in the preceding month. All official invoices must quote a Contracting Authority purchase order number, and the Contracting Authority's Site Ordering/Manager Name and email address. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

The Contracting Authority operates a decentralised purchasing system; therefore, it is critical that the supplier has the ability to invoice each of the Contracting Authority's individual sites with these terms.

#### 3.6.4. Award to Runner Up

If for any reason it is not possible to establish the framework or award an initial contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful tenderer has not met its obligations, 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. 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.

#### 4. 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.

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework terms and conditions (Appendix 2).

**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 Appendix 1 Section (c) of this document.**

#### 5. Specification of Requirements

The framework agreement will be established on foot of this tender competition.

**The successful tenderer will have a track record of recording high quality digital content within an educational or training environment.**

Galway and Roscommon Education and Training Board wish to engage a full-service video production company to plan, develop and produce high quality video content. This may include but not limited to; promotional videos, educational videos, video case studies, testimonials, explainer videos, TED talks, virtual open days, graduation live stream, school musical videography, other ad hoc live stream events, Podcasts, Vlogs and animation for internal use, across social media platforms, YouTube and the GRETB website.

The successful Tenderer will be required to provide a detailed budget breakdown for all costs associated with the video content creation in accordance with the GRETB payment approvals system prior to commencement of design or production work and provide GRETB with periodical, timely and accurate reporting of work in progress and costs for all video projects, offering effective resource allocation, value for money and are client-centred.

The video content must reflect the advanced and dynamic nature of our schools and learning centres, it must be appealing to our target audiences, be visually pleasing, interactive and user focused. It is our aim to produce accessible video content and strive to make our video content accessible to all across a range of devices.

A primary objective of this tender is to create content that will generate awareness for the organisation and all it encompasses and reflect on the ever-progressing nature of the organisation and the range of services on offer.

Every video produced on behalf of GRETB should aim to:

- Create a better understanding of GRETBs role and function throughout the counties of Galway and Roscommon

- Showcase the wide range of schools, FET Centres and youth services on offer from the GRETB
- Showcase the range of youth services on offer from Music Generation.
- Show the diverse pathways available to those wishing to progress through education or employment
- Help increase the number of website visitors
- Increase the amount of time spent on the GRETB Website and/or social media platforms
- Increase the number of goal completions such as downloads, registrations and enquiries through the website for the relevant sections / departments
- Attract new learners to our post-primary schools, further education centres, traineeships and apprenticeships
- Increase the number of views, likes/followers/subscribers, shares/retweets and comment across our online platforms
- All objectives will be measurable, using enrolment figures, contact enquiries, analytical data from Google Analytics and Facebook pixel and any other recommendations

It is proposed that this Framework Agreement will take effect from Quarter 3 2026 and will be subject to yearly performance reviews.

### **Target Audience**

GRET offer a wide array of services. The Target audience will depend on the purpose of the video and the platform it is created for.

Each video will cater towards one or more of the following:

- **Key stakeholders**
  - Government agencies
  - Industry Bodies
  - Management
  - Employees
- **Learners**
  - Early school leavers between the ages of 15-21, looking to obtain recognised qualifications and training
  - Those between the age of 18+ who wish to progress to higher education and/or employment.
  - Those in employment and wish to upskill or retrain
  - Specific Skills Development Learners
  - Adults who wish to improve their literacy skills
- **Parents / guardians and grandparents**
  - Of early school leavers, looking for information on alternative training / qualifications
  - who wish to enrol their child/children in a Post-Primary School within the geographical area
- **Employers / Potential employers**
- **Media**

- **Members of the public seeking information**

## **5.1. Specifications of Requirements under Framework Agreement**

The selected partner(s) will work with GRETB to plan, create, produce and edit video content to support marketing, communications and PR activities throughout the organisation. Although the list is extensive, it is not limited to the elements listed below and we are open to suggestions and recommendations on how best to portray our services and give us a competitive edge. GRETB reserves the option of drawing down additional videographer services of a similar type for other campaigns in the area of employer and employee engagement which may arise during the period.

### **Pre-Production:**

- Aid in the planning, design, develop, and provide storyboards and voiceover scripts for video content of videos (specifications will be outlined in detail at drawdown stage)
- Meetings to discuss the video specification and requirements
- Logistics

### **Production:**

- Live shoots/ Recordings (e.g., recording of school GAA matches or sporting activities)
- Photography (if required)
- Film and edit video content for use in a range of campaigns
- Camera operators and all other staff required to produce the required video content to ensure all objectives are met
- Produce videos in a format and specific time duration that is relevant to the platform it is intended and complies with best practice guidelines
  - Versions or snippets of each video may be required for specific use, such as social media stories
- All lighting and equipment, cameras and equipment, audio equipment and microphones required to be supplied – For the avoidance of any doubt, all equipment required for the production of the video must be provided by the company and no additional costs will be accepted unless agreed by the Contracting Authority
- Teleprompter
- Use of Drone footage may be required in the production of the videos. Tenderers must comply with all current Irish legislative requirements with respect to drone registration/licensing. Operators must be trained in drone operation and the necessary insurances must be in place to cover all drone activities. Proof of insurances must be supplied

### **Post Production:**

- Editing of video content to ensure all objectives are met.
- Videos should be created using GRETB logo, colours, typography and adhering to our brand guidelines.
- Music and Voice Over recording as required.
- Any supplementary stock footage should include unlimited access, across a range of media.

- Any Copyright, Licencing, and any other third-party fees should be agreed upon with GRETB prior to use.
- Delivery of draft video and any additional drafts which may be required.
- Provide the videos in a format and aspect ratio that is compatible with the specified channels.
- Visual Effects, Motion Graphics/Bespoke Graphics, Text Graphics, Still Graphics/Artwork.
- GRETB to be supplied with a copy of all raw unedited footage taken on our behalf in both video and still and any other format that may be produced.
- File size of videos to be appropriate for sharing through digital transfer.
- Consideration should be given to accessibility in relation to video content, through the use of closed captions and subtitles. GRETB is open to recommendations from the selected partner on how to best achieve accessibility.
- Sound Mixing.
- Practical work that students complete as part of their programmes. Such recordings will be put online for our students and will complement the teaching of the practical elements of the programmes.
- Promotional material that may be produced from time to time. Such promotional material may be required by the GRETB.
- Material required for specific purposes, such as open days, career days, graduation days and other similar events.
- Communication material – recordings may be required to aid in communication to staff, students, or other stakeholders.
- The Tenderer must ensure that all videos produced under the framework do not contain any offensive, inappropriate, or otherwise objectionable material, including graphics, symbols, or similar content.

Videography services that the GRETB have availed of in the recent past include:

### **Educational Videography Services**

- Film Production/Movie project workshops for Transition year students – for these projects the following services were specifically required:
  - ✓ Supply of camera and audio recording including x2r, shot gun microphone and boom, Go Pros, editing, audio fixing, colour correction, rendering and exporting, editing and use of edit suite.
- Film Production for Transition Year students – creating film copies for Galway Film Fleadh, Fresh film Fleadh and future Film festivals. For this project the following services were specifically required:
  - ✓ Delivery of videos and forms packaged to film fleadh.
- Videography day workshops in media studios and film making working
- Filming, editing and digital delivery – teaching students to produce and edit a short film.
- Use a videographer to produce clips of students work as part of the transition year programme

## **Promotional Videography Services**

- Open day/night promotional videos
- School promotion videos
- Promotional videos for the GRETB Training Centre individual classes and apprenticeships
- Promotional videos for Galway Technical Institute and Galway Community College PLC courses
- Graduation live streams and video graduations
- Virtual open evening
- Ad Hoc Promotional School events and activities

## **Video Production Services for**

- School musicals
- Adhoc events eg bike week
- TED Style talks
- BT young scientist competition
- Carol Service
- Casting Videos
- Adhoc live stream events
- Music Generation Education Programme Impact videos
- Music Generation Youth Music Vide
- Learner, staff or employer testimonials
- Educational or instructional videos for learners
- Internal communications videos
- Podcasts, vlogs or simple animations

Some videography Services that may be required in future include, (this list if not all inclusive but indicative of the services that maybe required):

- Production of short videos by Subject departments to promote their subjects on subject choice nights
- Videos of any school finals
- Video of induction day activities
- First year sports day

## **Process:**

Editing of the recording may be required afterwards in order to create a professional recording, and the inclusion of the GRETB logo may be required.

GRETB will require the following types of services to be delivered at the listed GRETB campuses.

- recording of content with no scripting or direction
- editing of recordings
- provision of stock images and content

- provision of scripting, direction and voice-over as required

The content must be recorded to broadcast standard, and the provider must keep a copy of the material as back up.

The content must be compatible with the GRETb virtual learning environment (Moodle), and the general GRETb IT systems and relevant websites.

The response time to a request for work will typically be expected to be within three days, and the provider will work with and report to the GRETb personnel organising that particular activity.

It will be a mandatory requirement that the framework operator will fully comply with all statutory requirements (including but not limited to Health and Safety) in the delivery of the services required under the framework.

GRETb will require the provision of videography services that comply fully with Garda Vetting procedures for all staff proposed by the successful tenderer to deliver services at GRETb specified campuses.

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of the personnel nominated to perform this work. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

## **Pricing**

The tender shall include details regarding all the following elements:

- Daily Costs
- Planning, scripting, storyboarding and editing
- 3rd party costs incurred
- Travel costs, travel time, subsistence and other incidental expenses will not be reimbursed by GRETb and must be included in the tender pricing
- All Tenders must be presented in Euro
- Prices quoted must exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- Where a specification quoted is for greater than 1 item, the price quoted shall be for the total number of items
- The attached Pricing Schedule must be completed in full and submitted in excel format
  - The fee for the provision of voice over audio should include the cost of the voice over artist and the recording of the voice over artist. It is anticipated that the activity would take place at the Tenderers location.
  - For simple recording, e.g. recording of the activity of one person, it would be assumed that the direction would be incorporated into the recording, i.e. a separate activity of direction does not really take place.
  - GRETb may request work where there are multiple actors, e.g. several staff and students, and in such case, a separate director may be required. Hence GRETb are looking for the hourly rate for such direction activity.
  - Editing of recordings will be required, and you are asked to provide an hourly rate for such editing work.

The other activities listed – Scripting for a video, provision of voice-over audio may also be requested from time to time, so Tenderers are requested to provide an hourly cost for these activities also. Please enter your hourly fee for all activities and complete the table fully to calculate your overall notional fee. This is the fixed fee referred to in Table 1 Appendix 2, and thus the overall fee should be entered accordingly in that table. The figures are notional volumes and provide no guarantee of work to be awarded under this framework agreement. It is being used purely to enable assessment.

## 5.2. Application of Variants

Where variant offers are acceptable under the terms of this tender competition, tenderers must note that they must comply with the minimum requirements laid down in the specification. The Contracting Authority is open to looking at alternative methods of delivery of the contract under the variant rule.

## 5.3. Delivery Locations

The overall scope of the framework will be to provide Videography services as and when required at all GRET B Sites. This tender encompasses all elements of the supply, delivery, full setup, installation and transport costs, including the support of experienced skilled staff both pre and post event. GRET B reserves the right to add any new locations or sites to the framework. Below is a list of current GRET B sites – this list may change slightly from time to time.

| List of Schools |                       |                      |                           |                  |          |
|-----------------|-----------------------|----------------------|---------------------------|------------------|----------|
| 1               | Coláiste na bPiarsach | An Gort Mór          | Ros Muc                   | Co. na Gaillimhe | H91 R838 |
| 2               | Coláiste Cholmcille   | Aille                | Indreabhán                | Co. na Gaillimhe | H91 YH30 |
| 3               | Coláiste Ghobnait     | Inis Oírr            | Oileáin Árann             | Co. na Gaillimhe | H91 V215 |
| 4               | Coláiste Naomh Eoin   | Ceathrú an Teampaill | Inis Meáin, Oileáin Árann | Co. na Gaillimhe | H91 V2R4 |
| 5               | Coláiste Naomh Éinne  | Cill Ronáin          | Inis Mór, Oileáin Árann   | Co. na Gaillimhe | H91 K5K8 |
| 6               | Coláiste an Chreagáin | Mountbellew          | Ballinasloe               | Co. Galway       | H53 XT54 |
| 7               | St Brigid's College   | Mount Pleasant       | Loughrea                  | Co. Galway       | H62 XF63 |
| 8               | St Killian's College  | New Inn              | Ballinasloe               | Co. Galway       | H53 KW93 |
| 9               | Merlin College        |                      | Doughiska Road            | Galway           | H91 309Y |

|    |                                    |                             |                  |                  |          |
|----|------------------------------------|-----------------------------|------------------|------------------|----------|
| 10 | Galway Technical Institute         | Fr. Griffin Road            | Claddagh         | Galway           | H91 KA49 |
| 11 | Coláiste na Coiribe                | Bóthar Bhaile na mBúrcách   | Cnoc na Cathrach | Gaillimhe        | H91 RC97 |
| 12 | Galway Community College           | Moneenageisha               | Wellpark Road    | Galway           | H91 K642 |
| 13 | Coláiste Naomh Feichín             |                             | Corr na Móna     | Co. na Gaillimhe | F12 YV84 |
| 14 | Archbishop McHale College          | Athenry Road                | Tuam             | Co. Galway       | H54 KC66 |
| 15 | Coláiste Bhaile Chláir             |                             | Claregalway      | Co. Galway       | H91 XY8V |
| 16 | Clarín College                     | Newford                     | Athenry          | Co. Galway       | H65 KC65 |
| 17 | Coláiste an Eachréidh              | Bóthar Thuama               | Baile Átha an Rí | Co. Galway       | H65 WD54 |
| 18 | Abbey Community College            | Marian Road                 | Boyle            | Co. Roscommon    | F52 HK46 |
| 19 | Elphin Community College           |                             | Elphin           | Co. Roscommon    | F45 NF83 |
| 20 | Roscommon Community College        |                             | Lisnamult        | Co. Roscommon    | F42 P959 |
| 21 | Ábalta Special School,             | Parkmore East Business Park | Parkmore         | Co. Galway       | H91V9K4  |
| 22 | Lecarrow Community National School |                             | Lecarrow         | Co. Roscommon    | F42 HC83 |

| GRET B Training Centre |                        |                      |               |        |          |
|------------------------|------------------------|----------------------|---------------|--------|----------|
| 1                      | GRET B Training Centre | Mervue Business Park | Wellpark Road | Galway | H91 CDW6 |

| GRETB Administrative Offices |                  |                  |           |               |          |
|------------------------------|------------------|------------------|-----------|---------------|----------|
| 1                            | Headquarters     | Coilear Ban      | Athenry   | Co. Galway    | H65 AT81 |
| 2                            | Roscommon Office | Lanesboro Street | Roscommon | Co. Roscommon | F42 WK07 |

| GRETB's Further Education Centres |                                         |                                      |                 |                  |          |
|-----------------------------------|-----------------------------------------|--------------------------------------|-----------------|------------------|----------|
| 1                                 | Breacadh                                |                                      | Casla           | Co. na Gaillimhe | H91 E76C |
| 2                                 | Adult Education Centre – Ballaghderreen | Convent Road                         | Ballaghaderreen | Co. Roscommon    | F45 RX89 |
| 3                                 | Adult Education Centre – Portumna       | Old Vocational School                | Portumna        | Co. Galway       | H53 A263 |
| 4                                 | Adult Education Centre – Dunmore        | Tuam Road                            | Dunmore         | Co. Galway       | H54 Y827 |
| 5                                 | Adult Education Centre – Tuam           | Weir Road                            | Tuam            | Co. Galway       | H54 X938 |
| 6                                 | Adult Basic Education Service – Tuam    | Chapel Lane                          | Tuam            | Co. Galway       | H54 YC42 |
| 7                                 | Adult Education Centre – Loughrea       | Abbey Street                         | Loughrea        | Co. Galway       | H62 T262 |
| 8                                 | Adult Education Centre – Clifden        | 4/5 Sweeney Oil Complex, Galway Road | Clifden         | Co. Galway       | H71 HD68 |
| 9                                 | Adult Education Centre – Oughterard     | Faugh Ind. Est. Camp St              | Oughterard      | Co. Galway       | H91 ADW7 |
| 10                                | Galway Adult Basic Education Service    | 2nd Floor Seville House              | New Dock Street | Galway City      | H91 CKV0 |

|    |                                          |                |             |            |           |
|----|------------------------------------------|----------------|-------------|------------|-----------|
| 11 | Adult Education Centre – Headford        | Main Street    | Headford    | Co. Galway | H91 DD29  |
| 12 | Adult Education Centre – Moycullen       | An Fuarán      | Moycullen   | Co. Galway | H91 P XK4 |
| 13 | Adult Education Centre – Gort            | Ennis Road     | Gort        | Co. Galway | H91 W443  |
| 14 | Adult Education Centre – Casla           |                | Casla       | Co. Galway | H91 X P6E |
| 15 | Petersburg Outdoor Education Centre      |                | Clonbur     | Co. Galway | F12 X589  |
| 16 | Ballinasloe College of Further Education | Sarsfield Road | Ballinasloe | Co. Galway | H53 A5F1  |
| 17 | Adult Education Centre – Athenry         | An Coilear Ban | Athenry     | Co. Galway | H65 X051  |

| GRETB's Youthreach Centres |                              |                                      |                 |               |          |
|----------------------------|------------------------------|--------------------------------------|-----------------|---------------|----------|
| 1                          | Youthreach – Roscommon       |                                      | Lisnamult       | Co. Roscommon | F42 H985 |
| 2                          | Youthreach – Ballaghaderreen | Old Vocational School                | Ballaghaderreen | Co. Roscommon | F45 TX97 |
| 3                          | Youthreach – Portumna        |                                      | Portumna        | Co. Galway    | H53 VW99 |
| 4                          | Youthreach – Ballinasloe     | Unit 3, Poolboy                      | Ballinasloe     | Co. Galway    | H53 X9X0 |
| 5                          | Youthreach – Tuam            | Airglorney Business Park, Airglorney | Tuam            | Co. Galway    | H54 YD59 |
| 6                          | Youthreach – Galway City     | Centre 22a Liosbán Estate            | Tuam Road       | Co. Galway    | H91 E7DV |
| 7                          | Youthreach – Letterfrack     |                                      | Letterfrack     | Co. Galway    | H91 PA89 |

|   |                         |  |  |  |  |
|---|-------------------------|--|--|--|--|
| 8 | Youthreach –<br>Liosban |  |  |  |  |
|---|-------------------------|--|--|--|--|

| GRETB's VTOS Centres |                    |                  |             |                  |          |
|----------------------|--------------------|------------------|-------------|------------------|----------|
| 1                    | VTOS – Tuam        | Airglorney House | Tuam        | Co. Galway       | H54 C597 |
| 2                    | VTOS – Letterfrack |                  | Letterfrack | Co. Galway       | H91 FY9W |
| 3                    | VTOS – Rosmuc      | Glinn Chata      | Ros Muc     | Co. na Gaillimhe | H91 K761 |
| 4                    | VTOS – Galway City |                  | Tuam Road   | Galway           | H91 Y8C2 |
| 5                    | VTOS – Roscommon   | Lanesboro Street | Roscommon   | Co. Roscommon    | F42 NA72 |
| 6                    | VTOS – Boyle       | Marion Road      | Boyle       | Co. Roscommon    | F52 X580 |
| 7                    | VTOS – Castlerea   |                  | Castlerea   | Co. Roscommon    | F45 X431 |

## 6. Evaluation Criteria

### 6.1. Selection Criteria

All interested parties may submit a tender, only those demonstrating that they can comply with the required level of financial and technical competence will be eligible for full tender evaluation.

To demonstrate a tenderers' suitability, tenderers must respond to the information set out in this tender by completing the Tender Response Document (TRD). Tenderers will either Pass or Fail the Selection Criteria. A tenderer who fails a criterion will be excluded from participating further in the tender process. The purpose of these criteria is to assess the capability of each tenderer to carry out the requirements as specified. The pass/fail criteria concern the capabilities of the contractor, rather than the work to be carried out. Those who do not meet the requirements will not be evaluated against the award criteria.

### 6.2. General Information relating to the Tenderer

- (i) Please provide company name, address, and contact details for individual responsible for this tender and company overview. If the Tenderer is a grouping, then separate information must be completed for each group member.
- (ii) Tenderers must complete and sign the Form of Tenderers' Statement.

### 6.3. Legal Compliance

Tenderers must complete the Declaration of Bona Fides as per Article 57 of Council Directive 2014 / 24 / EC as implemented by SI 284 of May 2016. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law etc.

### 6.4. Financial Capacity

Tenderers must declare below that they satisfy the financial and economic standing requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to the Contracting Authority.

- (i) Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
- (ii) Insurance - Tenderers must declare below that they satisfy the minimum insurance requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to the Contracting Authority in each case:

| Insurance Type                                                                        | Minimum Indemnity Limit |
|---------------------------------------------------------------------------------------|-------------------------|
| (i) <i>Public Liability Insurance</i>                                                 | €6,500,000              |
| (ii) <i>Professional Indemnity Insurance</i>                                          | €1,000,000              |
| (iii) <i>Employer's Liability Insurance</i><br><b>not required for a sole trader.</b> | €13,000,000             |

**NOTE:** Tenderers must be willing to provide evidence of the self-declared information within seven (7) working days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

### 6.5. Technical Capacity

Tenderers must demonstrate that they have at their disposal effective and efficient technical systems to deliver the service.

**(i) Technical Systems** - Tenderers must demonstrate that they have at their disposal effective and efficient technical systems to deliver the service.

**(ii) Previous Experience** - Information demonstrating successful delivery of two (2) previous comparable contracts in the past 3 years - that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract:

- a. Recording of content with no scripting or direction
- b. Editing of recordings
- c. Provision of scripting, direction and voice-over as required
- d. Provision of short notice services
- e. Provision of services at multi-site locations

Be very clear what your organisation delivered under this contract.

**(iii) Health and Safety** - Tenderers must demonstrate that they are fully compliant with Health and Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Applications) Regulations 2007. Tenderers must demonstrate that they have adequate measures (policies, procedures and systems) in place to ensure the delivery of a quality service in line with legislation and whether 3rd party certified.

**(iv) Quality Assurance Measures** Tenderers must demonstrate that they have adequate measures in place to ensure the delivery of a quality service.

**(v) Environmental Management Systems** - Tenderers must demonstrate that they have adequate environmental management systems in place and whether third party certified.

#### **6.6. Status of Electronic European Single Procurement Document (optional)**

Under the 2014 Directives, suppliers may have compiled an eESPD which will be accepted as evidence of compliance with the Legal and Financial Capacity.

Tenderers must complete the **Electronic European Single Procurement Document (eESPD)** provided separately and return with Tender Submission or submit online via the Response Page on [www.eTenders.gov.ie](http://www.eTenders.gov.ie).

Tenderers are asked to demonstrate their legal, financial, and technical capacity by responding to all the information requested above. In addition, Tenderers must ensure that they have completed and signed the Declaration of Bona Fides. Failure to supply the required information may result in elimination from detailed tender evaluation.

Prior to the award of any contract, the Contracting Authority will request evidence of self-declared information prior to award decision. Failure to provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

## 7. Award Criteria

Only tenders meeting the selection criteria and 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. Responses are required through completion of the Tender Response Document.

The tender for the requested services will be awarded on the basis of Most Economically Advantageous Tender. Scores will be awarded according to the award criteria outlined in the table below:

| Criteria                    |                                                 | Weighting   | Maximum Score | Minimum Score Required |
|-----------------------------|-------------------------------------------------|-------------|---------------|------------------------|
| <b>Qualitative Criteria</b> |                                                 |             |               |                        |
| <b>A</b>                    | Cost                                            | 30%         | 3,000         | N/A                    |
| <b>B</b>                    | Methodology of proposed service solution        | 25%         | 2,500         | 1,250                  |
| <b>C</b>                    | Qualifications & Expertise of the Proposed Team | 20%         | 2,000         | 1,000                  |
| <b>D</b>                    | Resources / Contract Management                 | 15%         | 1,500         | 750                    |
| <b>E</b>                    | Green Procurement Initiatives                   | 10%         | 1,000         | 500                    |
| <b>TOTAL</b>                |                                                 | <b>100%</b> | <b>10,000</b> | <b>n/a</b>             |

### Award Criterion A - Cost (30%)

Tenderers must complete the Form of Tender – Appendix 2 which includes pricing table: Pricing Table for the Provision of Videography Services

### Award Criterion B - Methodology of proposed service solution (25%) – list of equipment available

Tenderers should provide sufficient information to enable GRETb to assess their offer under this criterion with specific reference to the requirements set out at section 5 of this document. Tenderers should outline how they will respond to and approach the delivery of videography services with particular emphasis on the following elements:

- Demonstrated understanding of the requirements of GRETb and how they would ensure they would meet the brief provided by GRETb in the delivery of the services.
- Provided a robust approach to the preparation and delivery of the required videos, footage and related services.
- Outline timelines from request for service to implementation.

- Identify potential risks to the project and how these risks will be managed and mitigated.
- Provide details as to what format will be used to keep a back-up of the materials produced and what technology will be used in providing the material to GRETB,
- Detail how the content will be compatible with the GRETB virtual learning environment (Moodle), and the general GRETB IT systems and relevant websites.
- Proposed contingency arrangements to ensure continuity of service at GRETB.

Note: This criterion will be evaluated in its totality

**Page Count: Maximum 2 pages. Font in Arial 11pt, single spacing. Appendices should not be included and will not be evaluated.**

### **Award Criterion C - Qualifications & Expertise of the Proposed Team (20%)**

Tenderers should address the following elements in their response.

- Tenderers should provide comprehensive information regarding the proposed team to be assigned to GRETB including up to date CVS for all personnel for the duration of the Framework.
- A detailed organisational chart and indicate the account management process of a similar nature.
- Details of the team's skills, qualifications and experience working on projects of a similar nature.
- Details of the assigned point of contact with GRETB.
- Procedure for providing replacement staff.
- Tenderer must provide information regarding their recruitment process for hiring of personnel.

Tenderers must also confirm their willingness to undergo Garda Vetting procedures should that be required.

Note: This criterion will be evaluated in its totality.

**Page Count: Maximum 2 pages. Font in Arial 11pt, single spacing. Appendices should not be included and will not be evaluated.**

### **Award Criterion D – Resources / Contract Management (15%)**

Tenderers should in their response to this section include specific proposals on how the contract will be managed on a daily basis and include reference to their approach to relationship management for the specific environment in which this contract will be delivered. Tenderers should address the following elements in their response.

- Proposed and clearly defined communications protocol.
- Proposed escalation procedures.
- Proposed customer service supports.
- Proposed response times for dealing with client issues.
- Details of proposed billing procedures for the multi-site contracts – tenderers should provide sample invoices as part of their response.
- The plan must include an explanation and operational plan giving details of how the contract will be capable of invoicing per individual centre location for GRETB.

Note: This criterion will be evaluated in its totality.

**Page Count: Maximum 2 pages. Font in Arial 11pt, single spacing. Appendices should not be included and will not be evaluated.**

#### **Award Criterion E – Green Procurement Initiatives (10%)**

Tenderers should outline their approach to minimising environmental impact. Tenders will be assessed on their demonstrated commitment to work practises that limit environmental impact and promote sustainability.

Note: This criterion will be evaluated in its totality.

**Page Count: Maximum 2 pages. Font in Arial 11pt, single spacing. Appendices should not be included and will not be evaluated.**

**NOTE 1:** Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (A) to (E) in order to avoid elimination from the competition. Qualitative criteria will be scored using the following baseline scoring system:

| Meaning                                                                                                                                                         |              | Weighting     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| A <b>very comprehensive outstanding</b> response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations | Outstanding  | 90 – 100%     |
| An <b>excellent</b> response demonstrating excellent understanding offering assurance to client – strongly supported.                                           | Excellent    | 80 – 89%      |
| A <b>very good</b> response demonstrating very good understanding offering assurance to client – fully supported.                                               | Very Good    | 70 – 79%      |
| A <b>good</b> response demonstrating good understanding offering assurance to client – well supported                                                           | Good         | 60 – 69%      |
| An <b>acceptable</b> response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.                                    | Acceptable   | 50 – 59%      |
| <b>Unacceptable</b> tenderers who do not meet the minimum score required to pass any one if the qualitative criteria will be eliminated from the competition.   | Unacceptable | Less than 50% |

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

**NOTE 2:** The lowest cost tender that also meets all of 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:

|                                     |                            |
|-------------------------------------|----------------------------|
| Maximum Points available for Cost   | 3,000                      |
| Lowest Cost from a Bona Fide Tender | B                          |
| Cost for the tender being evaluated | C                          |
| Formula employed                    | $\frac{3,000 \times B}{C}$ |

**NOTE 3:** 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.

**NOTE 4:** Award of contract 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.

**NOTE 5:** 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.

## APPENDIX 1 - INSTRUCTIONS TO TENDERERS

### (a) Submission of Tenders

The Contracting Authority is using the Tender Post-box facility and tenders must be submitted electronically via the eTenders post-box facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) only. Only Tenders submitted to the electronic post-box 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. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. The Contracting Authority takes no responsibility for documents which are not submitted by the Closing Date, for any reason. We advise that you should give sufficient time to upload all documents. Tenderers are fully responsible for the safe and timely delivery of the Tender via the eTenders platform.

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 new 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](mailto:irish-eproc-helpdesk@eurodyn.com)

Phone: +353-818001459

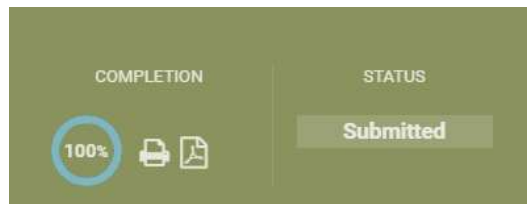
### Accessing documents

It is important to note that you must ensure you 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

### Submitting your Response

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



If you do not receive a message like above, 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.

### **(b) Closing date for Tenders**

The closing date for tender submission is 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.

Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission

### **(c) Queries**

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

All queries regarding this tender should be through the Questions and Answers facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) The closing date for receipt of queries as shown on Page 1 of this document.

Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

#### **(d) Sufficiency & Accuracy of Tender**

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

#### **(e) Qualification of Tenders and Referential Bids**

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

#### **(f) 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 to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

#### **(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders**

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

#### **(h) Cost of Preparation of Tender**

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. 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.

#### **(i) 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.

#### **(j) Currency and Payments**

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

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

### **(k) Conflict of Interest**

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that 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. 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.

### **(l) Freedom of Information Acts**

All responses to this invitation to 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.

### **(m) Tax Clearance**

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: [nonrestaxclearance@revenue.ie](mailto:nonrestaxclearance@revenue.ie). the Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework are appropriately tax compliant by checking their status via the online system for which **tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification**. By supplying these numbers of tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement.

### **(n) 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: 353-1-6733533).

**(o) Irish Legislation and Law**

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

**(p) 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.

**(q) 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.

**(r) 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. 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.

**(s) Change in the Composition of a Tender**

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.

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

**(u) Notification of Tender Evaluations**

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

On a voluntary basis the Contracting Authority undertakes that no framework agreement will be signed or take effect until at least seven (7) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of

this public procurement competition (“Standstill Period”). The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

#### **(v) Award Notices**

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

#### **(w) 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.

#### **(x) 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 licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

#### **(y) 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".

#### **(z) Payment**

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer

#### **(aa) 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 to source the requirement with more than one service 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.

#### **(bb) 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 services delivery and in materials used.

#### **(cc) Accessibility**

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.

**(dd) 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 the contract or prior to the handing over of the finished work/product.

**(ee) 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.

**(ff) Consortia and Prime Subcontractors**

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

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

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

**(gg) 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.

**(hh) 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, 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.

## APPENDIX 2 – Pricing Schedule Table

### **APPENDIX 3 – Tender Response Document**

*Tenderers are requested to clearly identify any information within their tender response document which they consider to be commercially sensitive and provide justification for its sensitivity. This is in order to facilitate GRETb's compliance with its obligations under the Freedom of Information Act IF an FOI request is received.*

## **APPENDIX 4 – THE CONTRACTING AUTHORITY’S CONDITIONS OF PURCHASE**

## **Appendix 5 - SAMPLE Multi-Party Framework Agreement Terms**

