



Seirbhís Thithe
an Oireachtais
Houses of the
Oireachtas Service

QUALIFICATION QUESTIONNAIRE SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	Provision of Crèche Services for the Houses of the Oireachtas
Contracting Authority:	Houses of the Oireachtas
Procedure:	Competitive Dialogue Accelerated Procedure
eTenders/OJEU Ref:	
Issue Date	23 June 2026
Closing Date for Queries:	06 July 2026
Closing Date for Submissions:	14 July 2026
Maximum Framework Value	€5,000,000
Submissions of completed questionnaires via:	Post-box facility on www.etenders.gov.ie only
Submission of queries	Messaging facility on www.etenders.gov.ie only

Notes:

- Please note that information relating to this qualification stage, including clarifications and changes, will be published on the Irish Government's online Portal 'eTenders' (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.
- For responding to this Qualification Questionnaire, please complete **Appendix A (Response Document)** which is available on eTenders.
- Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

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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.

Candidates are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the documents 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 documents 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 Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority 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.

NOTE: Without prejudice to the principle of equal treatment, The Contracting Authority is not obliged to engage in a clarification process in respect of questionnaires with missing or incomplete information. Therefore, Candidates are advised to ensure that they return FULLY COMPLETED questionnaires in order to avoid the risk of elimination from the competition.

Please refer to Section 5.9 below.

Freedom of Information

Candidates are advised the Contracting Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Candidate considers that any of the information supplied in their response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

Multiple Participation

If any individual member of a Candidate grouping is included in more than one application for this competition, the lead must provide a statement declaring that they are aware of this 'multiple participation' and confirm that the individual member has brought their multiple participation to the attention of all the groupings they belong to. Depending on the situation, the Contracting Authority may take all appropriate steps and/or request the Candidate to take whatever action is necessary, in order to avoid any conflict of interest or a distortion of competition to the satisfaction of the Contracting Authority.

For the avoidance of doubt a lead candidate may only be involved in one submission.

Use of eTenders

Please note that information relating to this Qualification Questionnaire, 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.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders:

<https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support:

<https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

Use of a Questionnaire Response Document

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

Please note that in addition to this Document and the Questionnaire Response Document, **any Clarification documents** issued by the Contracting Authority during the qualification submission period forms part of the Qualification Questionnaire. Candidates must ensure they regularly monitor eTenders and review any Clarification documents published.

The Contracting Authority will not click on any web links in the responses, so Candidates cannot assume that any material contained in web links will be viewed. Where Candidates submit additional material such as brochures or appendices, they must specifically highlight the information they consider relevant to their Application and clearly explain which criterion it relates to. The Contracting Authority is under no obligation to parse through such material seeking information relevant to the response.

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

1 About the Contracting Authority

1.1 The Contracting Authority

The Houses of the Oireachtas Commission (hereinafter also referred to as the “Contracting Authority”) is the authority responsible for this procurement.

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

1.2 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.

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

Candidates 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, candidates 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 candidate is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and / or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the Framework Agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Scope of Requirements under the Framework Agreement

2.1 High level description of requirements

The Contracting Authority proposes to engage in a competitive process for the establishment of a Single-Party Framework Agreement for the Provision of Crèche Services for the Houses of the Oireachtas. The Contracting Authority is utilising an accelerated Competitive Dialogue Procedure to coincide with the summer recess period within the Houses of the Oireachtas.

This is a service concession contract. The successful Economic Operator (hereinafter also referred to as “the service provider” or “the Crèche Operator” or “the Operator”) will be awarded the contract for the delivery of the required services at the Crèche facility located in Kildare House, 36-42 Kildare Street, Dublin 2, D02 XE00.

As this service concession, falls below the EU threshold the Contracting Authority is conducting the tender procedure analogous to the requirements of Directive 2014/23/EU.

Tenderers are reminded that the economic risk associated with the delivery of the required service will rest fully with the successful concessionaire. The Contracting Authority offers no guarantee, express or implied, regarding the commercial viability or profitability of this concession.

It is emphasised that the successful concessionaire will be required to provide a licence fee, payable to the Contracting Authority in return for the right to exploit the service.

The Contracting Authority invites experienced Crèche Operators to apply for the operation of the crèche facility to provide a high-quality service on specified terms and in accordance with the applicable legislation and best practice in childcare.

2.1.1 User profile and eligibility

The Oireachtas Crèche is a small, on-site facility located in Kildare House, 36-42 Kildare Street, Dublin 2, D02 XE00 catering for up to twenty-nine (29) children. The following persons are eligible to apply for a crèche space or spaces in respect of a child or children:

- a) Members of the Houses of the Oireachtas.
- b) Staff of the Houses of the Oireachtas Service and staff of Members of the Houses of the Oireachtas on the Oireachtas payroll.
- c) Other party-political staff on the Oireachtas payroll and Members of the Oireachtas Press Gallery, and staff of the Oireachtas Crèche.
- d) Employees of Non-Commercial Public sector Bodies under the aegis of a Department.

For the purposes of this document, Public Sector Bodies are those described by the Central Statistics Office (CSO) in its Register of Public Sector Bodies. Where eligibility is not certain, the crèche will refer the name of the employer to the Facilities Management Unit, which will then refer to the most recent CSO publication to determine if the applicant falls within an eligible user group.

Employees of certain Central Government Bodies (see paragraph 2 above) who are employed on the basis of a temporary contract are deemed not to be eligible to use the services of the Oireachtas crèche. Confirmation of such status of employees will be sought by the Contracting Authority's Facilities Management Unit from parent Departments and communicated to the manager of the crèche.

Places in the crèche must be offered on a priority basis. This is a condition of the licence. Priority is determined at the time of current application. Places are to be offered to members of eligible user groups in the following order of preference:

1. Members of the Houses of the Oireachtas
2. Existing service users who seek a place for an additional child provided the applicant remains otherwise eligible
3. Staff of the Houses of the Oireachtas Service, Members' staff on Houses of the Oireachtas payroll, and other party-political staff on the Oireachtas payroll
4. Staff of the Oireachtas crèche
5. Members of the Oireachtas Press Gallery
6. Staff of Votes e.g. Department of Justice, Office of Public Works etc.
7. Staff of non-commercial agencies under the aegis of a Department. Within this group priority is to be provided, in the first instance, to the staff of the National Gallery of Ireland, National Library of Ireland, and National Museum of Ireland (Archaeology and Natural History)
8. Employees of Non-Commercial Public Sector Bodies under the aegis of a department including Local Authority Staff

Prior to making an offer of a crèche place, the eligibility status of applicants must be verified. Confirmation of the status of applicants will be sought by the Contracting Authority from parent Departments, Press Gallery or Cultural Institutions as required and communicated to the manager of the crèche. Deposits should not be accepted by the Operator until eligibility has been established.

Service users (parents or guardians) are required, upon registration at the crèche, to sign an undertaking to notify the crèche Operator of a change in their employment status (specifically termination in any form of their employment, or a change in employer).

When a parent or guardian ceases to be an eligible user of the crèche, any child or children of theirs already utilising its services immediately prior to the cessation of eligibility shall continue to be able to do so. Non-eligibility shall apply only to the registration of further children belonging to that parent.

The eligibility status of crèche users may be reviewed periodically, and this review will be conducted by the Contracting Authority in collaboration with the crèche manager.

2.1.2 Details of the crèche facility

The current crèche facility is comprised of the following:

Room	Size (Square Metres)	Included Facilities
Crèche Office	10.4	
Kitchen	14.2	
Toddler Room	35.4	
Nappy Changing Room	4.6	
Buggy Storage Area	4.0	
Utility Room	3.2	Washing Machine & Sink

Montessori/Pre-School Playroom	30.9	
Montessori/Pre-School Toilet	5.6	
Staff Toilet	5.4	Shower
Toddler Toilet	2.0	
Baby Room	23.5	
Baby Sleep Room	16.4	Maximum of Six babies
First Corridor (Entrance)	11.8	
Corridors	35.0	
	202.4	

The current Crèche facility can accommodate up to twenty-nine children ranging in age as follows:

Location	Age	Places	Ratio (Children to Adults)
Baby Room	3 to 15 Months	6	3:1/5:1 depending on age
Toddler Room	15 Months to 3 Years	11	5:1/6:1 depending on age
Montessori Room	3 to 5 Years	12	8:1

Tenderers will need to submit a proposal outlining how to ensure maximisation of capacity and minimise staffing costs by optimum allocation of staffing resources. In addition, the ability to redeploy staff during quieter periods such as the summer months and mid-terms.

2.1.3 Opening days and times

The Crèche is open from 08:15 to 18:15, Monday to Friday. There is also a facility for late night services, subject to notification in advance and to availability, from 18:15 to 22:30, to facilitate late night sittings of either Dáil Éireann or Seanad Éireann. The sitting times of both Houses (Dáil Éireann and Seanad Éireann) may extend to 22.15 on Tuesdays and Wednesdays and to 19:50 on Thursdays. Later sittings can be ordered by either House at its discretion. The sittings of the Houses are subject to change.

A drop-in service may also be provided on request subject to notification in advance and to availability. Any use of the Crèche premises outside these hours must only be undertaken with the written agreement of the Contracting Authority.

In view of the needs of working parents, the Crèche must be open all year apart from specific holiday closures, i.e., public holidays and short scheduled breaks over the Christmas and Easter periods, during which the Oireachtas campus is closed. Unless otherwise agreed with all parents/guardians, the Crèche will remain open during the summer months.

Requirements under the Framework Agreement will include, but are not limited to, the following:

3 About the Framework Agreement

3.1 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement with the tenderer selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

The successful tenderer will be invited to enter into a framework agreement and initial contract after the expiry of the standstill period.

Formal acceptance of the terms and conditions of the framework agreement and the contract will be a condition for entering into the framework / initial call-off contract, as will agreement on the possible application of a specific Service Level Agreement (SLA).

At its absolute discretion, the Contracting Authority may elect to terminate this procurement process, or any contract awarded in accordance with the agreed termination provisions of the contract.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded.

In the context of a single-party framework agreement, the successful framework member does not have to compete for each new contract.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular Economic Operator. 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 in order to leverage efficiencies and maximise cost savings over the duration of the framework.

3.2 Duration of the Framework Agreement

The maximum duration of the framework agreement will be **six years** subject to satisfactory annual review of performance. For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

The Contracting Authority confirms that the period of any initial call off contract awarded will be discussed during the Dialogue Stage. It is envisaged that the renewal of any contracts awarded will be subject to performance review. Contracts placed under the Framework Agreement may extend beyond the maximum lifetime of the framework, noting that in the final year of the Framework Agreement, the last contract awarded may be five years in duration., i.e. the maximum end-to-end duration of any consecutively continuous contracts entered as part of this procurement process will not exceed ten years.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.3 Estimated Value of the Framework Agreement

In order to ensure that the Contracting Authority has sufficient capacity in the framework over the maximum life of the framework, the maximum value of purchases pursuant to the framework agreement will not exceed €5 million excluding VAT).

It is emphasised that the framework value figure is provided strictly for indicative purposes only and provides an expenditure envelope for contracts awarded under the agreement. The figure is not and should not be interpreted as a target budget or guaranteed expenditure as there is no guaranteed expenditure under the framework agreement. The figure is designed to cater for the potential scope of all work that might be contracted for within the remit of the framework agreement, including the initial contract, follow-on contracts, with some allowance for unforeseeable additional requirements. Contracts awarded under the framework agreement will; be subject to normal budgetary approval, availability of funds, and satisfactory performance amongst other criteria that arise from time to time.

All spend under the Framework agreement is subject to budgetary approval protocols and the award of contracts pursuant to it. Pricing provided for under contracts awarded must be held as per the contractual agreement subject only to any review clauses provided therein.

3.4 Duration of the initial Concession contract and additional call-off contracts

The operation of the facility will be under a licence agreement. It is envisaged that a **five-year licence** will be awarded at the outset by the Contracting Authority.

In the event that the Contracting Authority engages a contractor for a shorter period e.g. four years, subject to satisfactory performance, budget availability and ongoing business needs, the Contracting Authority reserves the right, at any time during the Term, by giving written notice to that effect to the Company, to extend the Term by postponing the Expiry Date by one (1) further twelve (12) month periods, provided that:

- a) the Term shall not be extended beyond the date falling on the fifth anniversary of the commencement date, and
- b) the extension by the Contracting Authority of the Term shall not be construed as a waiver by it of any breach by the Company of any of its obligations under this Agreement.

3.5 Details of the Licence Agreement

The Licence Agreement will be subject to annual review and its continuation will be dependent upon the Operator providing a satisfactory service and complying with annual external audit and legal inspection requirements. A Service Level Agreement (SLA) may be concluded with the successful tenderer, setting out the full scope of service requirements and relevant assessment mechanisms.

The successful Tenderer will be required to formally accept and sign the Contracting Authority's Licence Agreement within 15 working days of it being informed of its success in being awarded the contract. Tenderers are required to review the Contracting Authority's Licence Agreement (which will be made available at the site visit and also made available via e-tenders), prior to the submission of a Tender in order to familiarise themselves with the Contracting Authority's requirements.

Tenderers should note that in the event of a conflict between the provisions of the Contracting Authority's Licence Agreement and this request for tender, then the provisions of the Licence shall

take precedence. Failure to comply with the execution of the Contracting Authority's Licence Agreement specified deadline may result in the Contracting Authority revoking the offer of award.

3.6 Awarding Contracts under the Framework Agreement

Single-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.

3.7 Award to Runner up

If for any reason it is not possible to conclude the contract with the designated successful tenderer emerging from this competitive process, or if the Contracting Authority considers that the successful tenderer has not met or cannot meet its obligations; the Contracting Authority reserves the right to invite the next highest scoring tenderer to a meeting to discuss the potential to award them the framework / contract, on the basis of the same terms, at any time during the 12 month tender validity period, at their sole discretion.

This shall be without prejudice to the right of The Contracting Authority to cancel this competitive process and initiate a new contract award procedure at its sole discretion.

In addition, and in light of the investment made in the procurement process, if following the conclusion of the framework agreement and or initial contract with the designated successful tenderer, the initial contract and/or framework agreement is terminated for whatever reason, the Contracting Authority reserves the right, at its sole discretion to award the framework agreement and the initial contract or just the framework agreement to the next highest scoring tenderer emerging from the original process willing to contract at any time during the tender validity period. The contract awarded will take account of work completed as relevant and any review mechanisms which may have applied within the period of time that has passed since the submission of tenders.

3.8 Use of the Framework Agreement

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

4 Competitive Dialogue Procedure

The Framework Agreement is being awarded under the competitive dialogue procedure on the basis that the Contracting Authority seeks to explore innovative solutions and the contract is a high risk procurement. The procedure is considered the optimum procedure to support the achievement of this objective.

Stage I – Qualification (this Stage)

1. Interested parties are invited to complete the attached Qualification Questionnaire (Appendix A) and to submit it before the specified deadline. **In order to be considered for participation in the competition, candidates must in the first instance meet the selection criteria and rules set out in the Qualification Questionnaire.**
2. **Number to be invited to Dialogue Stage**
3. Responses to the Questionnaire will be assessed in accordance with the selection criteria, weightings and minimum rules summarised in Appendix A of this document. It is envisaged that a **minimum of three [3] / maximum of five [5]** scoring candidates (subject to the number and quality of applications received) that also meet the minimum requirements will be invited to participate in the Dialogue stage. The Contracting Authority reserves the right to invite a smaller or larger number to the Dialogue stage, depending on the quality of submissions and the proximity of scores.

Stage II – Dialogue Stage

4. A Descriptive Document will be issued with the invitations to participate in the Dialogue Stage to the chosen participants. This will provide more detailed information about the elements of the required solution, the format of the conduct of the Dialogue Stage and the applicable award criteria.
5. The chosen participants will be invited to provide a Preliminary Outline Proposal in advance of attending the first dialogue meeting.
6. The purpose of the dialogue is to allow participants to develop their proposed solutions in response to The Contracting Authority's objectives.
7. The dialogue(s) may take place in one or more phases to allow for the refinement of solutions. The number of participants in each dialogue may be successively reduced by applying some or all of the published award criteria, as notified in advance of each dialogue round.
8. The solutions proposed by participants and the confidential information communicated by them in the course of the competitive dialogue procedure will be held in strict confidence and not revealed to any other parties without express permission, subject always to legal obligations. Similarly, all participants in the competition are required to treat all of the information provided by the Contracting Authority during the process as confidential.

Stage III - Formal Tendering

9. After the termination of the dialogue phase, all participants offering solutions which are deemed to fulfil the requirements will be invited to submit formal tenders based on the solutions presented by them during the dialogue phase. Those who do not qualify for the tender stage will be formally notified of the reasons for their rejection.

10. Tenders received will then be assessed on foot of the published requirements and the award criteria and weightings.

Those tenders may be clarified, specified and optimized at the request of the Contracting Authority.

Following evaluation, negotiations with the tenderer identified as having submitted the best tender may be carried out.

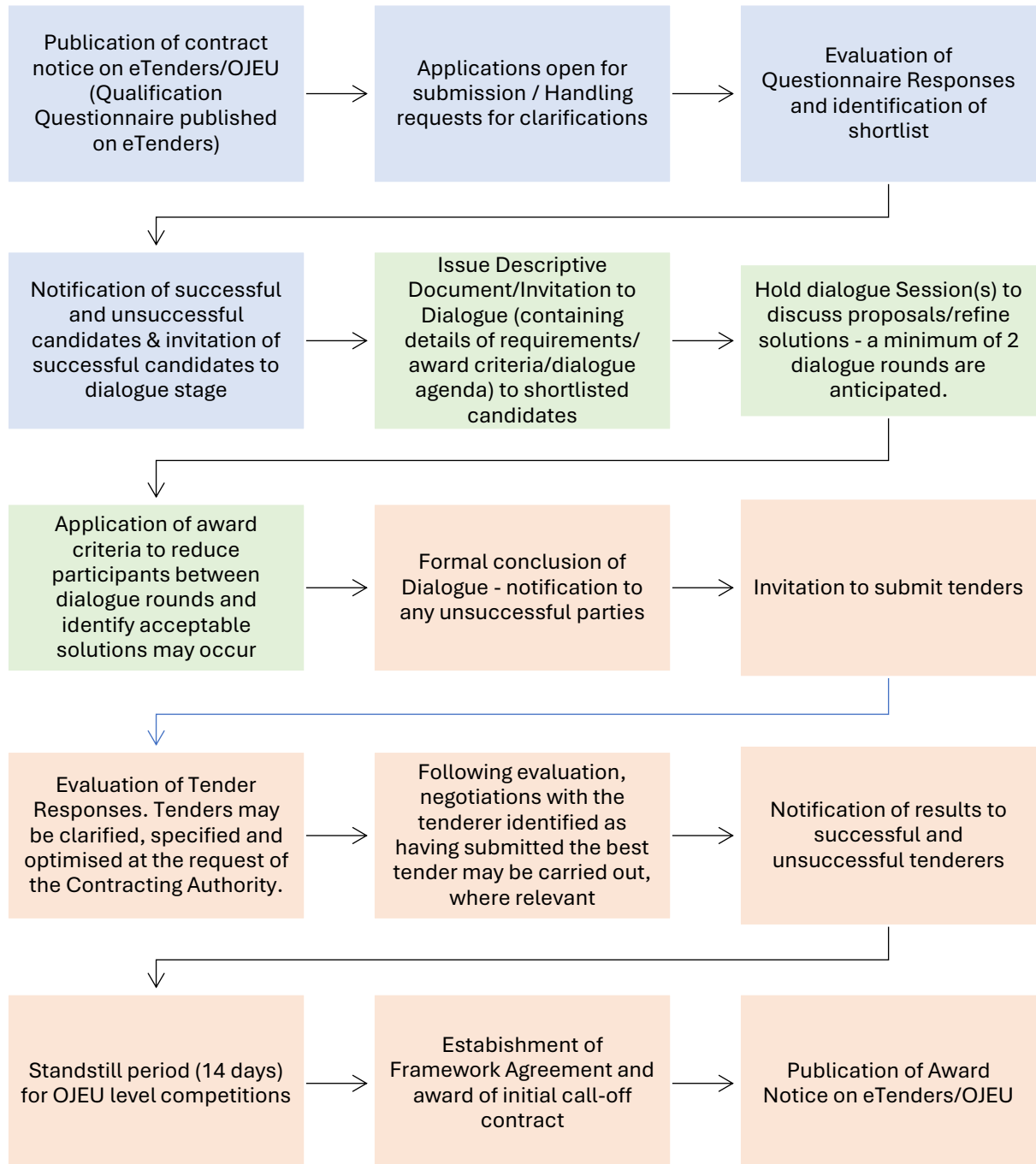


Fig. 1 - Competition Flowchart:

5 Instructions to Candidates

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

An “Application” means the submission by a Candidate of a completed Qualification Questionnaire including the associated appendices.

5.1 Sufficiency & Accuracy of Submission and Duty to Inform oneself and Conduct Reasonable Inquiry

Candidates will be deemed to have examined all the documents submitted 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 competition overall and those that apply to this stage of the competition.

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

The Contracting Authority reserves the right to disqualify incomplete submissions.

While Candidates are requested to ensure they have included all of the information requested as part of this stage of the competition, excessive, irrelevant and/or unrequested documentation hinders the evaluation process and should not be submitted.

5.2 Qualification Documents - Ambiguity, Discrepancy, Error, Omission and Duties to Notify and Clarify

If you consider that you are missing any documents which would prevent you from submitting a comprehensive response, please notify the Contracting Authority via the messaging tool on eTenders as soon as possible.

As part of participating in this competitive process, it is incumbent on Candidates to immediately notify the Contracting Authority via the messaging tool on eTenders 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.

The Contracting Authority reserves the right at any time before the Submission Deadline, to update or amend the information contained in this document. Participating Candidates will be informed of any such amendment and/or extension through the eTenders website.

5.3 Qualifications to Submission and/or Unauthorised Amendments to Response Documents

Please note that qualifications or amendments to a submission including the format of response documents as they relate to the requirements and rules of the competition may render the

submission invalid. If a query arises, it should be submitted as a request for clarification as per Sections 5.1-5.3 above.

5.4 Queries

The closing date for the queries are 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 candidates from submitting a comprehensive response. Please submit queries as soon as possible.

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.

Please note that information relating to this Qualification Questionnaire, 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.

5.5 Submission of Applications

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

Candidates 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. Candidates should consider the fact that upload speeds vary. In order to submit a response to the electronic postbox, please note that you must ensure you have submitted the response completely.

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

5.5.1 Accessing documents

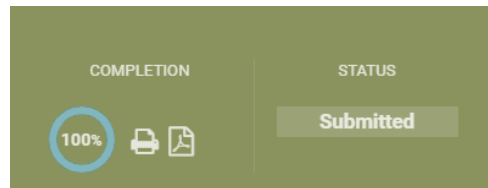
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID (see reference on front page)
- (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

5.5.2 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, you have not submitted your response in accordance with the rules of the competition.

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 Candidate to ensure that their application is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

5.6 Closing date for Applications

The initial closing date for the application is specified on the title page.

Candidates must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time. Candidates should consider the fact that upload speeds vary. There is a maximum of 500MB limit on submissions, with a 250MB limit on individual files. To submit a document to the electronic post-box, please note that you must click “Submit”. After submitting you can withdraw your submission and re-submit following the same process. Candidates should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

It is the responsibility of the candidate to ensure that their application is complete and is uploaded by the designated deadline. It is important to note that only persons who have downloaded and accepted a document can submit an upload.

5.7 Completing the Qualification Questionnaire

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

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

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Candidate for entry to the competitive tendering stage. Only at that subsequent tendering stage will the selected tenderers be invited to tender in Application to the specific requirements of the contract in the light of the published award criteria and the Invitation to Tender document.

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

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

The Qualification Questionnaire must be completed in English.

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

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

5.8 Reliance on the Capacity of other Entities

Candidates are reminded that they may rely on the capacities of other entities to meet criteria and/or deliver elements of the contract requirements on condition that the candidate prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary. Therefore, a Candidate may consist of a grouping of any number of economic operators^[1].

Where a group come together in whatever form i.e., consortium, joint venture, subcontractors etc. to submit an application in response to this Pre-Qualification Questionnaire, regardless of the legal relationship between the entities, the Contracting Authority will deal with all matters relating to this competition through the entity (the "Lead Candidate") who will carry overall responsibility for the performance of the contract (if successful), irrespective of whether or not tasks are to be performed by another entity within the grouping e.g., a subcontractor.

The Lead Candidate must clearly set out the name, title, telephone number, postal address, and email address of the nominated contact personnel authorised to represent the Candidate and to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person **will not** be accepted or responded to.

All Lead Candidates relying on the capacity of other entities must:

- Identify in Section A of the PQQ as the Lead Candidate for the grouping, with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made, if successful.

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

- Identify in Section A of the PQQ, the relevant entities upon whose capacity the Lead Candidate is relying upon to meet criteria and/or deliver elements of the contract
- Ensure Section A of the PQQ (including all subsections) are completed and submitted for all relevant entities upon whom the Lead Candidate is relying on to meet criteria and/or deliver elements of the contract, if awarded.
- In all applications, the Lead Candidate must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in section B of the PQQ of the Lead Candidate. If more reference contracts are provided than required only the first listed reference contracts to the number specified by the contracting authority (e.g. 3 reference contracts) will be considered. Where relying on the experience of other entities, at least one of the references provided should include reference to their relevant experience.
- Where a third party will indirectly provide particular resources /capacity such as licencing, hosting, etc. in the fulfilment of any future contract arising from the procurement process and these resources/capacities are generally available to all candidates on more or less the same terms, a completed Section A of the PQQ will not be required.
 - Subject to the above:
 - The Contracting Authority may request proof that a Candidate who is relying on the capacities of other entities will have at its disposal the resources of the other entity, when necessary, this could include for example, a request for the production of a written commitment of those entities to that effect.
 - Where the Candidate is subsequently successful at tender stage, the Contracting Authority may require the members of the Candidate grouping to enter a formal arrangement that can support the provision of collateral warranties to the Contracting Authority for the Candidate members' performance, etc. of the contract, and provide evidence of same.

5.9 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.

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

Candidates 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, candidates 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 candidate is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and / or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the Framework Agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

5.10 Multiple Participation

If any individual member of a Candidate grouping is included in more than one application for this competition, the lead must provide a statement declaring that they are aware of this 'multiple participation' and confirm that the individual member has brought their multiple participation to the attention of all the groupings they belong to. Depending on the situation, the Contracting Authority may take all appropriate steps and/or request the Candidate to take whatever action is necessary, in order to avoid any conflict of interest or a distortion of competition to the satisfaction of the Contracting Authority.

For the avoidance of doubt a lead candidate may only be involved in one submission.

5.11 European Single Procurement Document

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

Progression to tender stage will be conditional upon identified Candidates providing evidence of self-declared information to the Contracting Authority. Failure to provide appropriate evidence within the required timeframe specified will result in the Candidate being deemed inadmissible for the next stage of the competition.

5.12 Collusion

Candidate(s) are strictly prohibited from discussing any aspect of their Application to the Qualification Questionnaire with other Candidate(s) or otherwise exchanging information or colluding in respect of this procurement process. Any Candidate(s) who fails to comply with this requirement will be disqualified.

5.13 Evaluation of Applications

Applications will be evaluated strictly on their merits in accordance with the published selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

5.14 Clarification of Applications

While not being obliged to seek clarifications from Candidates, the Contracting Authority reserves the *right*, at its absolute discretion, to ask Candidates for clarification or elaboration of their applications to assist in its evaluation of Applications.

However, it is emphasised that the Contracting Authority will **not** be obliged to seek clarification where any of the essential pass requirements set out in the Qualification Questionnaire have not been met. Therefore, Candidates should pay particular attention to ensure that their Applications contain all the required information.

5.15 Freedom of Information Acts

All responses to this Qualification Questionnaire will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the Candidate 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).

Candidates 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, candidates should specify the information that is sensitive and the reasons for its sensitivity.

The Contracting Authority cannot guarantee that any information provided by candidates, either in response to this Qualification Questionnaire 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.

5.16 International Procurement Instrument

The Contracting Authority would refer Candidates in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, services and goods to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, services and goods to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, Candidates 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.

5.17 Foreign Subsidies Regulation

Candidates are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, Candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In addition, where this applies, the Contracting Authority may seek proof of compliance.

5.18 Interference

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

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

5.19 Inducement to Purchase

The Contracting Authority shall be entitled to disqualify a Candidate in one of the following circumstances:

- (a) if the Candidate has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the Contracting Authority, or
- (b) if like acts have been done by any other person employed by the Candidate or acting on its behalf (whether with or without the knowledge of the Candidate).