



**OPEN PROCEDURE
REQUEST FOR TENDER
SINGLE-OPERATOR FRAMEWORK AGREEMENT**

Scope of Framework	Public Relation Services for the National Museum of Ireland
Procedure	Open Procedure
Issue Date	Wednesday 24 th June 2026
Closing Date for Queries	17:00 Local Time Wednesday 15 th July 2026
Closing Date for Tender Submissions	17:00 Local Time Thursday 30 th July 2026
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only
Award decision	August 2026
Framework Commencement	August 2026
IMPORTANT NOTES	
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government	

Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that NMI accepts no responsibility for information relayed (or not relayed) via third parties.

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

NMI have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

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1. ABOUT THE CONTRACTING AUTHORITY

1.1 Contracting Authority

The National Museum (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

The National Museum of Ireland, which has its headquarters at Collins Barracks, Benburb Street, Dublin 7, was established as an independent body on 3 May 2005 under the provisions of the National Cultural Institutions Act, 1997.

The principal functions of the Board of the National Museum, as set out in Section 11 of the National Cultural Institutions Act, 1997, are:

“To maintain, manage, control, protect, preserve, record, research and enlarge the collection of museum heritage objects for the benefit of the public and to increase and diffuse in and outside the State knowledge of human life in Ireland, of the natural history of Ireland and of the relations of Ireland in these respects with other countries”.

Details of the functions, powers, structure, responsibilities, etc. of the Board and of the Director of the National Museum are set out in Part II of the National Cultural Institutions Act, 1997. (Available at www.irishstatutebook.ie)

The National Museum of Ireland has five primary locations and several smaller off-site storage areas. The five primary locations are:

- Collins Barracks, Benburb Street, Dublin 7 – collections include Decorative Arts, Design, Military History and stories of continuity and change across Irish society.
- Kildare Street, Dublin 2 – home to many of Ireland’s oldest and most treasured artefacts. Collections include Archaeology, Egyptian, Vikings and Gold.
- Merrion Street, Dublin 2 – home to an extensive collection of zoological specimens, featuring Irish and international wildlife, including mammals, birds, insects, marine life and geology.
- Turlough Park, Castlebar, Co. Mayo – home to the National Folklife Collection and stories from the remarkable everyday of Irish life.
- The Collections Resource Centre (CRC), Swords, Co. Dublin – is the primary storage facility for all the National Museum collections not currently on display. It is also a state-of-the-art research, collections management and care facility. All key collections and facilities functions are carried out on site, including public visits by appointment, as well as a variety of conservation, documentation, inventory, research and other practices.

Further information is available at our corporate website www.museum.ie1.2
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.

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

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

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

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

This competition relates to a

Single-Operator Framework
Established with one economic operator, thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework

2.3 Scope of Requirements under the Framework

The objective of this invitation is to engage a strategic PR and communications expert that will strengthen NMI's identity and positioning as one of Ireland's leading National Cultural Institutions and visitor destinations. The tender is to commission a consultancy to:

- Provide expert strategic PR and communications service and a corporate communications service,
- Support the National Museum of Ireland with the core objective of promoting the museum as a compelling visitor destination that is providing relevant exhibition and programmes that meets the needs of a diverse local, national and international audience,
- Coordinate and lead on public consultation processes associated with its upcoming strategic plan and capital programmes.

The National Museum of Ireland's strategic plan [Increasing Accessibility – Engaging Community 2023 – 2028](#) sets out the vision, values and strategic objectives of the organisation through three key lenses of community, planet, and shared knowledge. The National Museum's Master vision, additionally, sets out the ambition and vision for Museum and its four sites over a fifteen-year period. This coincides with a planned period of capital investment in the National Museum locations at Merrion Street and Kildare Street supported through the Project 2040 investment.

The successful consultancy will be required to play a strategic role in the positioning and articulation of the National Museum's five core values as outlined in the Strategy (Stewardship, Innovation, Transparency, Accessibility and Collaboration) and reflect the key focus on the lenses of community, planet and shared knowledge.

2.4 Establishment of Framework Agreement

This framework will be established on foot of this tender competition.

The successful Tenderer will be considered for all strategic PR and Communication Consultancy Services, including public consultation services that arise over the duration of the framework that fall within the scope of this framework.

Key areas of work that will arise across the lifetime of the framework will include, but will not be limited to:

- Ongoing promotion of the Changing Ireland galleries in Collins Barracks.
- Promotion in relation to the Dead Zoo Lab in Collins Barracks, linked to Natural History capital project.
- 150th Anniversary of the National Museum in 2027.
- The Year of the Normans in 2027, with a joint exhibition with the National Library due to open in 2027.
- High profile loans, including loan to Swiss National Museum in 2027.
- 100th Anniversary of the death of Countess Markievicz in 2027.
- Báid - proposed new boat gallery in Turlough Park, due to open in 2028.
- 150th Anniversary of the birth of Eileen Grey in 2028.
- The Museum's five-year exhibition and public programme strategy.
- Ongoing comms and PR around the National Museum's capital programme, focussed on Merrion Street, Kildare Street, the National Centre for Research and Remembrance, the Collections Resource Centre and the proposed museum in Limerick.

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

2.5 Detailed Specification of Requirements

The services being sought will include some - or all - of the following (note this is for guidance only and is not an exhaustive list):

1. Media management and liaison related to the National Museum's corporate communications, including targeting relevant media opportunities and partnerships, providing media advice and training, developing media communications, supporting overall messaging, and coordinating media events when appropriate.
2. Managing communications and PR around the National Museum's events, launches and exhibition programmes including event management, attendance at meetings, planning, research and development of messaging, development of collateral, attendance at launches, collaboration with other Museum appointed third-party consultants such as exhibition and graphic designers, media engagement, coverage reports.
3. Development of a communications strategy for the National Museum.
4. Public affairs advice, including providing advice on the Museum's public affairs strategy in relation to its ongoing development and implementation with a view to maximising opportunities for the Museum at a local, national, EU and international level.

5. Provide advice, and support, on the production of National Museum corporate communications, annual reports and other communications, in print and online.
6. Provide advice and support on FOI release, PQ's and press queries.
7. Provide advice to the Board of Museum as appropriate.
8. Crisis communications, training and management.
9. Media monitoring and public affairs, across all media channels.
10. Develop strategies to drive social media and online engagements.
11. Development of a media partnering strategy and implementation plan for the National Museum
12. Engagement of third parties in relation to specific PR activities e.g. photography and videography.
13. Coordination, development and leadership of public consultation programmes and roll out in relation to a number of upcoming strategic and capital programmes.
14. Any relevant and bespoke training for Museum teams such as content creation, digital media etc.
15. Research and development of messaging and PR strategy for specific work strands.

2.6 Contracts to be awarded over the life of the Framework

The successful Tenderer will be considered for all Public Relation Services for the National Museum of Ireland that arise over the duration of the framework that fall within the scope of this framework.

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

This framework will be established on foot of this tender competition

2.7 Contract Management

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

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

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

3 ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

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

3.3 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.4 Duration of the Framework Agreement

The framework agreement will be for a maximum period of **four (4)** years.

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.

3.5 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €540,000 excluding VAT over the lifetime of the framework.

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

3.6 Awarding Contracts under the Framework Agreement

In the case of a single-operator 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 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. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

3.8 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions included with this RFT. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

3.9 Award to Runner Up

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

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement 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 SELECTION CRITERIA

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

4.3 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Sections 4.3 and 4.4 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.4 Relying on the Standing of Other Entities

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

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

4.5 General, Declarations and Financial Requirements

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

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

Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation 102 of 2015 (UK) and SI 2814 of May 2016 (Irl) and as contained in the Tender Response Document.

Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

Financial and Economic Standing

Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.	
Turnover and Financial Standing	1. Confirmation that the tendering party turnover exceeded €135,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. In addition 2. Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.	
Insurance	Confirmation of the following insurances being in place:	
Insurance Type		Required Value €
	Employer's Liability	€13 million (Or nearest currency equivalent)
	Public Liability	€6.5 million
	Professional Indemnity	€2.6 million

4.6 Technical Criteria

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

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	Minimum Number
Senior Exec / Account Director	2
Account Manager	2
Account Executive	2
Previous Experience	
Tenderers must provide information clearly demonstrating successful delivery of three previous comparable experience, involving the following features:	
At least one MUST be in a museum or other similar institution in the arts, cultural and heritage sector. All examples of previous experience must include: • Media management: • Communications • Public Affairs • Communications advice, including ongoing corporate communications and crisis communications • Media monitoring and public affairs • Social media	
Health & Safety	
Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.	
Quality Assurance	

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

5 AWARD CRITERIA

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

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

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
	30%	3000	N/A
Title	Cost		
Description	Please fill out the table provided.		
Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	20%	2000	1000
Title	Understanding of National Museum of Ireland requirements		
Description	Tenderers are required to demonstrate their understanding of the role of the National Museum of Ireland and the key challenges associated with their operating environment in relation to the delivery of the services described in Section 2. Response should be no more than four (4) A4 pages.		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	20%	2000	1000
Title	Proposed Execution Methodology (including Contract Management)		
Description	Tenderers must outline how they will address each element of the services set out in Sections 2.2, 2.3 and 2.4 and set out how they will ensure that a high quality and innovative or creative service		

	will be delivered at all times. Tenderers should also outline their typical responses times for routine requests for services and urgent requests. Tenderers should also outline how they will work with the NMI director's office and marketing team and provide information in relation to how they measure and evaluate the effectiveness of their services, the quality control measures in place, and how they manage conflicts of interests and escalation processes. Tenderers should also outline what value-added services they can provide as part of the delivery of the scope of services. Response should be no more than four (4) A4 pages.		
Criterion D	Weighting	Maximum Marks	Minimum Marks – 50%
	20%	2000	1000
Title	Technical Merit of Proposed Team		
Description	Tenderers should provide comprehensive information on the team proposed clearly indicating each team member's contribution to the project, their precise roles and responsibilities and time commitment. In addition, comprehensive CVs must be provided demonstrating each team members expertise for the role proposed, previous experience of museums and cultural institutions will be of particular relevance.		
Criterion E	Weighting	Maximum Marks	Minimum Marks – N/A
	10%	1000	N/A
Title	Sustainability		
Description	Tenderers should provide a statement of how they propose to carry out the requirements of the proposed contract sustainably. Response should be no more than two (2) A4 pages.		

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

5.3 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		

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

5.4 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Formula employed	$\frac{\text{Maximum Point Available for Cost} \times \mathbf{A}}{\mathbf{B}}$

5.5 Clarification / Verification Meetings

Award of contract/membership of the framework agreement may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting.

If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

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

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

5.6 Clarification of Abnormally Low Tenders

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

INSTRUCTIONS FOR TENDERERS

1.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded 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.

1.2 Submission of Tenders

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

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers 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. 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

Phone: +353-818001459

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
- (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

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.

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.

1.3 Queries

The closing date for submitting queries is specified on the title page.

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

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.

1.4 Extension of the Tender Deadline

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

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

1.5 Tender Validity Period

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

1.6 Discrepancies between Documents

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

1.7 Formatting of Tenders / Amending Tender Documents

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

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

1.8 Collusive Tendering

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

1.9 Confidentiality

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

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

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

1.10 Clarification of Tenders

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

1.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

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

1.12 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

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.

1.13 Interference and Inducement to Purchase

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

1.14 Conflict of Interest

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

1.15 Publicity

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

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

1.16 Right Not to Award

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

The Request for 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.

1.17 Notification of Tender Evaluations

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

Potential outcomes can be:

- Establishment of Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

1.18 Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

1.19 Policy on Personal Debriefings

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

1.20 Copyright

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

1.21 Brand Names, etc.

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

1.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

1.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer'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.

1.24 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 euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

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

1.25 Irish Legislation and Law

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

1.26 Anti-Competitive Conduct

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

1.27 Accessibility / Dignity at Work

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

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

1.28 Withholding Tax

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

1.29 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be

required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

1.30 Late Payment

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

1.31 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 ("General Data Protection Regulation" (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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

1.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.

