



OPEN PROCEDURE

REQUEST FOR TENDER

SINGLE-OPERATOR FRAMEWORK AGREEMENT

Scope of Framework

Supply and Delivery of Single Office Chairs for Remote Working for Dublin City Council

Procedure

Open Procedure

Key Dates

Issue Date

Friday 3 July 2026

Closing Date for Queries

**Tuesday 28 July 2026 at 12 Noon
(Irish time)**

Closing Date for Tender Submissions

**Friday 21 August 2026 at 12 Noon
(Irish time)**

Contact for Queries

Via www.etenders.gov.ie only See Instructions for Tenderers Section (e)

Format for submission of tenders - use the Tender Response Document

Via www.etenders.gov.ie only See Instructions for Tenderers Section (c)

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. Suppliers are advised to check the Messaging box for broadcast messages and tender clarifications from the Contracting Authority which might have issued prior to the date that Supplier associated itself / expressed an interest in the CfT.

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

This Invitation to Tender shall be interpreted in a manner consistent with Irish and EU rules on public procurement.

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1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

Dublin City Council is the largest Local Authority in Ireland, employing approximately 6,100 staff. The 2026 Revenue Budget amounts to €1.69 billion, while the three-year Capital Programme 2025 to 2027 amounts to €3.348 billion.

The Council provides a wide and diverse range of services to the citizens of Dublin City (population in excess of 500,000), to businesses and to visitors to the city. Activities are carried out in both the physical works area (e.g. provision and maintenance of housing, roads) and in the areas of arts, sports, recreation and social services (e.g. libraries, sports facilities parks, community development and housing welfare services). The City Council also provides emergency services through Dublin Fire Brigade.

Council facilities are spread geographically throughout the city and are also located outside the Dublin City Council area. The Council headquarters are located at Wood Quay, Dublin 8.

Dublin City Council is responsible for the social, economic, infrastructural and cultural development of the city. The range of services provided by Dublin City Council could best be summarised by listing the programme group structure used by central government to classify the activities of all local authorities as follows:

- Housing & Building
- Road Transportation & Safety
- Development Incentives & Controls
- Environmental Protection
- Recreation & Amenity
- Education, Health & Welfare
- Miscellaneous Services

Further information is available at our corporate website www.dublincity.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.

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, 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 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

2.2 Scope of Requirements under the Framework

Initial Call-off Contract

There will be an initial call-off contract awarded for the supply, assembly, and delivery of single office chairs, as specified below, for a period of 12 months to Dublin City Council employee premises.

The office chairs to be supplied **must** comply with EN 1335 standard for office chairs or equivalent. All chairs must be assembled by the successful supplier prior to their delivery to employees' premises.

The successful tenderer will be required to keep a minimum number of chairs in stock at all times (e.g., 20-30 chairs) to ensure quick delivery on a drawdown basis as and when required at the discretion of the Contracting Authority.

Details of additional contracts under the Framework

Additional chairs may be ordered over the lifetime of the Framework at the discretion of the Contracting Authority when required.

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

2.3 Detailed Specification of Requirements

The Contracting Authority is seeking tenders for the supply and delivery of single office chairs to remote working staff.

For information purposes the Contracting Authority's requirements for office chairs, delivered to staff from 2023 to 2025 was as follows:

Year	No. Of Chairs Delivered
2023	195
2024	33
2025	39

To date in 2026, 23 office chairs have been supplied and delivered to individuals.

The office chair proposed by tenderers **MUST** be able to deliver **ALL of the mandatory technical requirements** set out below. This is a Pass/Fail criteria. Tenderers who cannot meet the mandatory technical requirements will be eliminated from any further part in the competition.

Tenderers must demonstrate how they will meet this requirement. For example, please provide documentary evidence that you and/or your suppliers will supply chairs that meet the EN Standard or equivalent.

2.3.1 Mandatory Technical Requirements

The Tenderers proposed chair **must** comply with Category B Standard or equivalent.

To ensure that the proposed chair can meet DSE assessment requirements the chair must be fully adjustable and support healthy posture. The chair required is covered in the I.S. EN 1335-1:2020+A1:2022 - Type B - Basic - moderate adjustability.

The proposed chair **must** meet the following requirements.

- The height of the seat shall have a range of the seat ≥ 100 mm.
- The lumbar support can be fixed or adjustable in height with a range ≥ 50 mm.
- The seat depth can be fixed or adjustable with a range ≥ 50 mm.
- The armrests can be fixed or have an adjustable internal distance and a range ≥ 100 mm.

- The chair fabric must be the same colour, either black or grey as standard
- The metal element of the chair must be the same colour, either black or chrome

To ensure that the proposed chair meets the above requirements Tenderers **must as a minimum requirement**

- Provide evidence of certification: that the chairs are explicitly tested to I.S. EN 1335-1:2020+A1:2022 (dimensions) and EN 1335-2:2018 (safety).
 - The specific EN1335 classification must be specified.
 - Chairs that comply with older standards will not be accepted.
- Provide the Test report from a recognised and accredited EU laboratory.
- Provide the manufacturer's warranty of 3+ years
- Provide evidence of Gas lift certification (Class 4 minimum, individually tested)
- Provide evidence of Fire resistance compliance as required by fire regulations (separate from EN 1335)
- All chairs must have wheels with hard thread for soft floors (i.e. carpets)

2.3.2 Delivery

The Contracting Authority requires single office chairs to be delivered within the week following receipt of the request from the Contracting Authority's nominated representative(s). It is anticipated that when there are any requirements, the Contracting Authority will issue an order weekly to be fulfilled the following week. On occasion the Contracting Authority may require same-day delivery.

Employees of the Contracting Authority are located across Leinster & the surrounding regions for Dublin City Council as part of its blended working programme for employees over the lifetime of the Framework.

All chairs must be assembled by the successful tenderer prior to delivery, and all associated packaging must be taken back by the successful tenderer following delivery of the chair. No packaging should be left on site of the delivery.

The successful tenderer will be required as part of the initial call-off contract to maintain a minimum of 30 of the office chairs (that meet the requirements above) at all times to facilitate the prompt fulfilment of orders from the Contracting Authority. The Contracting Authority will pay for the office chairs following delivery.

The delivery of the chairs must be organised in such a way as to reduce the emissions associated with transport as much as possible. This may include use of low or zero-

emission vehicles, consolidation of deliveries, efficient route planning, delivery outside peak hours, etc.

2.3.3 Reporting and Transacting

The successful tenderer will be required to provide and maintain accurate records of all chairs delivered and, also provide quarterly reports to the Contracting Authority representative(s) detailing the following matters, at a minimum;

- Item Reference Number
- Item Description
- Quantity
- Location of Delivery
- Relevant costs incurred and sums discharged by the Contracting Authority
- Incidents on Delivery
- Returns and Refunds which occurred during quarterly period, to reflect Service Credits

2.3.4 Sustainability and Social Value Requirements

2.3.4.1 The Contracting Authority is committed to delivering on the following initiatives:

- A 51% reduction in greenhouse gas emissions in line with our National Climate Objective by 2030, and neutrality by 2050. We will achieve and exceed this using our participation in the EU Mission for 100 Climate Neutral and Smart Cities (Net Zero Cities) to accelerate this transition through collaborative partnerships and use systems innovation to realise opportunities, efficiencies and critically, co-benefits. Dublin City will achieve neutrality by 2030. (This means reducing anthropogenic emissions by 80% by 2030 through reducing consumption of fossil fuels and increasing sinks of carbon via green and blue spaces.)
- A Climate Resilient City prepared for the known and unknown impacts of climate change
- A Just Transition meaning that the actions we take do not cause harm.

2.3.4.2 The Contractor must consider their impact on the environment in the provision of their services and take reasonable precautions to reduce as far as reasonably practicable the environmental impacts of their actions and to avoid or minimise unnecessary consumption of resources such as energy and water.

- 2.3.4.3 The Contractor will comply with all applicable environmental legislation relevant to the supply and delivery of the office chairs. The Contractor will indemnify the Contracting Authority in the event of its failure to comply with environmental legislation.
- 2.3.4.4 The Contractor will execute services with the aim of eliminating or reducing the generation of hazardous waste or materials.
- 2.3.4.5 The Contractor will be required to manage the social and environmental impact of their operations in line with industry "best-practice".
- 2.3.4.6 The Contractor shall make recommendations and identify opportunities to improve the efficiency of procedures or operations that can promote environmental sustainability in the delivery of the services.
- 2.3.4.7 Recommendations should be made on a continuous basis and where agreed with the Contracting Authority, must be completed and submitted to the Contracting Authority at least once per year.

2.4 Contract Management

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

The duties of the contract manager will include the following:

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

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

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	Friday 3 July 2026
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Closing date for Queries	Tuesday 28 July 2026 at 12 Noon (Irish time)
Closing date for Receipt of Tenders	Friday 21 August 2026 at 12 Noon (Irish time)
Clarification / verification meetings (if anticipated)	September 2026
Award decision	September/October 2026
Framework Agreement Commencement	October/November 2026

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

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

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

3.1 Numbers Admitted to the Framework Agreement

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

3.2 Duration of the Framework Agreement

The framework agreement will be for a 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.

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed **Two-Hundred and Ten Thousand Euro (€210,000)** excluding VAT.

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

3.4 Awarding Contracts under the Framework Agreement

In the case of a 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.

3.5 Right to Tender outside of the Framework

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

3.6 Compliance with the Terms and Conditions of the Framework Agreement

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

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

In addition to the Framework Terms and Conditions, Tenderers are required to read the General Terms and Conditions for Supplies and indicate their acceptance thereof as part of their tender submission.

3.7 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; or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period of twelve (12) months. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.8 Pricing

Prices quoted shall remain firm for the first two (2) years of the Framework Agreement.

Thereafter quoted prices will only be considered for review, on or after the second anniversary of the Framework Agreement, in consultation with appointed Dublin City Council personnel, any increases will not exceed inflation as per CPI.

All prices quoted must be inclusive of all charges for packaging, packing, loading, unloading, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, taxes or levies other than VAT.

All prices quoted are to be exclusive of VAT.

The lowest cost valid tender will receive the maximum score achievable under the heading Cost Score. The methodology for calculating Cost Score is outlined in Section 5.1.

3.9 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs incurred in the preceding month. All official invoices must quote a Dublin City Council purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier unpaid.

Detailed invoicing arrangements will be agreed with the successful tenderer.

3.10 Review of Supplier Performance

The successful tenderer will be appointed for a probationary period of six (6) months, during that time the supplier will be assessed based on various relevant criteria. At the end of the six (6) months probationary period, the contract will either be allowed to continue if performance has been satisfactory or terminated if it has not and supplier shortcomings cannot be addressed.

In the event that the contract is continued, the contract will be subject to a further official review every six (6) months thereafter and will only be continued subject to satisfactory performance. In the event that the contract is terminated Dublin City Council reserves the right to revert to the tenderer who finished in second place (depending on said tenderer demonstrating continued compliance with all stated evaluation criteria) in this competition.

Supplier performance will however be continually monitored over the term of the contract. Quality of service, cost competitiveness and turnaround time will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

3.11 Termination of Framework

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

4. SELECTION CRITERIA

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

Alternatively, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Section 4.2 only.

4.1 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.

Please refer to section 1.2 for further details.

4.2 General, Legal and Financial Requirements

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

General Information

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

Declarations

Tenderers must complete, sign and date the Declaration relating to the following contained in the Tender Response Document. This must be completed by each group member.

Tenderers may be excluded from participation based on the responses made in the Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading.

- Declaration of Bona Fides as per Article 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016.
- Declaration regarding compliance with relevant Statutory Obligations. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.
- Article 5k Declaration regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

Financial

Tax

Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.

Turnover

Confirmation that the tendering party turnover exceeded **€100,000** 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.

Insurance

Confirmation of the following insurances being in place:

- Employer's Liability - €13 million
- Public Liability - €6.5 million

	<ul style="list-style-type: none"> • Product Liability - €6.5 million <p>Insurance provided by vendors must be authorised for this jurisdiction.</p>
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4.3 Technical Capacity Requirements

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

Technical Resources	
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.	
Technical Resource Required	Minimum Requirement
Warehouse / Storage Facility	Please complete table in the TRD.
Management Information System for reporting satisfactory delivery of product to multi-site locations	Please complete table in the TRD
Access to multi-site delivery system including product tracking and transportation of the product	Please complete table in the TRD
Previous Contracts / Experience	
Tenderers must provide information clearly demonstrating successful delivery of two (2) previous comparable contracts / experience within the last 36 months, involving the following features:	
At least one (1) of the reference contracts must:	
<ul style="list-style-type: none"> (i) relate to the delivery of individual office chairs (pre-assembled by the Tenderer) to individuals across multiple delivery locations. (ii) have a contract value where the supply and delivery of office chairs is at least €20,000. 	

(iii) demonstrate how the Tenderer successfully managed to fulfil the order(s) within the Client's prescribed timeline, including tracking deliveries with proof of delivery.

Each reference contract must be unique and cannot be duplicated, e.g., repeated deliveries for the same Client.

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.

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
	Pass/Fail	N/A	N/A
Title	Mandatory Technical Requirements		
Description	Tenderers must complete the TRD.		
Criterion B	Weighting	Maximum Marks	Minimum Marks Required – 50%
	10%	1,000	500
Title	Quality of Supply and Delivery of Chairs		
Description	<p>Tenderers must submit a clear and comprehensive plan that demonstrates the Tenderer’s proposed methodology in respect of the:</p> <ul style="list-style-type: none"> • Quality of methodology for service delivery • Management of the ordering process (and order status) • Transport and delivery (to include delivery schedules and proposals) • Reporting and Transacting • Invoicing (to include order status and invoicing procedures) 		

	This Criterion will be assessed on the totality of your submission		
Criterion C	Weighting	Maximum Marks	Minimum Marks Required – 50%
	10%	1,000	500
Title	Contract Management & Reporting		
Description	<p>Tenderers must provide a detailed description of how this requirement will be managed over the lifetime of the framework agreement outlining:</p> <ul style="list-style-type: none"> • Nominated Account Manager (CV to be provided) • Methodology of communication for the duration of the framework • Schedule of communication • Escalation procedures • Sample Service Level agreement to include the following: <ol style="list-style-type: none"> 1. <i>Scope of Services (Chairs delivered assembled, free of packaging, and in accordance with agreed specs).</i> 2. <i>Standard delivery turnaround times from when ordered placed, and urgent turnaround delivery times if required</i> 3. <i>Method of communication used with DCC staff member receiving delivery</i> 4. <i>Quality and warranty of product.</i> 5. <i>Fault reporting methods, repairs/replacements methods and turnaround times, escalation procedures</i> 6. <i>Monthly reporting methods for delivery performance, service issues and resolutions</i> 		

	<ul style="list-style-type: none"> • Sample Reports confirming successful delivery of product <p>This Criterion will be assessed on the totality of your submission</p>		
Criterion D	Weighting	Maximum Marks	Minimum Marks Required – 50%
	10%	1,000	500
Title	Sustainability		
Description	Tenderers will be evaluated on the environmental sustainability of the proposed office chairs and associated supply chain. Tenderers must also consider in their response the use of recycled or responsibly sourced materials, product durability and recyclability, and evidence of recognised environmental certifications. Marks may also be awarded for measures to reduce transport emissions, including local sourcing, consolidated deliveries, and low-carbon logistical practices.		
Criterion E	Weighting	Maximum Marks	Minimum Marks
	70%	7,000	N/A
Title	Cost for evaluation purposes		
Description	Tenderers must complete the Form of Tender in the Tender Response Document.		

NOTE 1: Tenderers should note that they must achieve a minimum rating of **50%** for criteria (B), (C) and (D) in order to avoid elimination from the competition. Please note that in relation to criterion (E – Cost Criterion), tenders will be scored in inverse proportion to the maximum score, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

NOTE 2: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 3: Tie-Break Rules: MEAT Assessment

In the event that there are two or more highest ranked Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer) the following tie-break rules will be adopted:

The Tenderer who has been awarded the highest marks for the total qualitative assessment (i.e. non-cost related element) of their Tender will be deemed to be the most economically advantageous tender (“MEAT”).

In the event the Tenderers receive the same marks for the qualitative assessment of their Tender, the Tenderer who has been awarded the highest marks for “**B. Quality of Supply and Delivery of Chairs**” will be deemed the MEAT.

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed in below until such time as a MEAT can be determined:

Order of Tie Break Evaluation Criteria*:

1. **B. Quality of Supply and Delivery of Chairs**
2. **C. Contract Management & Reporting**
3. **D. Sustainability**
4. **E. Cost**

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

In the event the Tenderers receive the same marks for the Qualitative assessment of their tender, the Tie-Break rules will proceed as per above **Note 3: Tie-Break Rules: MEAT Assessment**.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	7,000*
Formula employed	$\frac{7,000* \times A}{B}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Responses to each scored qualitative criterion (i.e., A, B and C) shall be evaluated according to the following scoring matrix:

Score	Description
90% - 100%	Response demonstrates extensive understanding of the requirements, offering complete assurance to the Contracting Authority—fully supported with no reservations.
80% - 89%	Response demonstrates an excellent understanding of the requirements, offering assurance to the Contracting Authority, which is substantially supported with only a small number of minor reservations.
70% - 79%	Response demonstrates a very good understanding of the requirements, offering assurance to the Contracting Authority—strongly supported with some minor reservations.

60% to 69%	Response demonstrates a good understanding of the requirements and offers some assurance to the Contracting Authority—supported with a small number of more notable reservations.
50% - 59%	Response demonstrates an acceptable understanding of the requirements, offering the minimum assurance to the Contracting Authority—supported with some more notable reservations.
1% - 49%	There are significant gaps in addressing the Contracting Authority's requirements; proposals are in parts unsupported or lack significant content / explanation; response gives cause for concern about how an acceptable solution will be developed and delivered. Less than 50% is unacceptable and the Tenderer will be eliminated from the Competition.
0%	No response was received. No response is unacceptable, and the Tenderer will be eliminated from the Competition.

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

5.3 Verification of Mandatory Technical Requirements

Tenderers will note that there are a number of mandatory (pass/fail) technical requirements set out in Section 2.3.1. Those Sections clearly identify how Tenderers are to indicate, in their Tenders, whether or not they meet the mandatory technical requirements. Tenderers should note that, as set out in those Sections, if they cannot meet one of the mandatory requirements (even if they can meet most or all other mandatory requirements), their Tender will not be eligible for award of the Framework Agreement, and they will be eliminated from the Competition.

The Contracting Authority currently anticipates that, prior to assessing Tenders against the scored Award Criteria, it will review the responses to the mandatory technical requirements and will eliminate any Tender which does not meet all of the technical mandatory requirements. However, it reserves the right to assess the mandatory technical requirements and the scored Award Criteria at the same time.

The Contracting Authority anticipates that it will then proceed to identify the most economically advantageous Tender as set out in section 5.2 above. The Tenderer who has submitted the most economically advantageous Tender will then be requested to provide a sample of their proposed chair to the Contracting Authority (so that the Contracting Authority can verify to its satisfaction that the mandatory technical requirements are met. If the Contracting Authority is not satisfied that the mandatory technical requirements are met, the Tender will be eliminated and the Contracting Authority will repeat the verification process with the next-highest ranked Tender, and so on. Tenderers should note that any such demonstration is a verification exercise only and is not an opportunity to introduce new information or make a general presentation in relation to their proposals.

While the Contracting Authority anticipates that the verification exercise will only be carried out with the most economically advantageous Tender, it reserves the right to require all Tenderers to provide a sample of their proposed chair, prior to identifying the most economically advantageous Tender.

Tenderers should also note that the Contracting Authority reserves the right not to conduct the verification process if, at its discretion, it considers it is not necessary. Tenderers should not assume that they will have any opportunity to provide a sample of their proposed chair. The Contracting Authority will not be responsible for the cost associated with the delivery and return of the chair (in accordance with Instructions to Tenderers (z)).

5.4 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 contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

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

In addition, the Contracting Authority reserves the right to request access to samples (either by delivery to DCC, or by assessment at a suitable location) in order to verify the quality of the proposed chair.

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

Refer to note re alternative meeting arrangements in Instructions to Tenderers section below.

5.5 Clarification of Abnormally Low Tenders

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

INSTRUCTIONS FOR TENDERERS

Please note that due to the current COVID-19 pandemic, facilitation of all meetings, site visits, and clarification meetings, as well as assessments of sample products, etc. (as applicable) is severely impacted.

Where possible the Contracting Authority will put in place alternative arrangements such as on-line meetings, etc. Likewise, anticipated dates (closing date for receipt of clarifications or tender submissions) may change. Suppliers will be kept fully up to date at all stages through the eTenders messaging platform.

(a) Sufficiency & Accuracy of Tender

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

(b) Tender Documents – Ambiguity, Discrepancy, Error, Omission

Where tenderers consider that they are missing any documents which would prevent the submission of a comprehensive tender please contact Dublin City Council via the messaging facility on www.etenders.gov.ie as soon as possible.

Tenderers are required to inform Dublin City Council of any ambiguity, discrepancy or error in the Tender Documents. Dublin City Council shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the Invitation to Tender.

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

Tenders must be submitted electronically via the eTenders electronic tender facility on www.etenders.gov.ie only. Only Tenders submitted through the electronic tender facility will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will not be accepted.

Please note that the eTenders electronic tender facility closes at the stated date and time precisely. It is the responsibility of Applicants / Tenderers to use the tender facility correctly, which includes taking responsibility for the safe and timely delivery of the tender.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic tender facility, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new eTenders platform prior to the closing date.

The Contracting Authority will not be responsible if an economic operator fails to upload their documentation or if the uploaded file(s) is/are corrupted and cannot be read by Dublin City Council.

In order to facilitate assessment, Applicants / Tenderers are kindly requested to submit a single attachment inclusive of the completed questionnaire(s)/ tender(s) and all related appendices.

Economic Operators should note the following when making their submission:

- There is a maximum upload limit of 2GB per tender submission and 250MB per single uploaded document.
- After submitting a response, the response may be modified and re-submitted as many times as may be necessary until the CfT deadline has expired.
- The 'Submit' button will be disabled automatically upon the expiration of the response deadline.

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.

Should you experience difficulty when uploading documents or have any queries regarding the tender submission, please contact the eTenders helpdesk directly via phone +353 818001459, Email irish-eproc-helpdesk@eurodyn.com or select 'Contact Us' on the home page.

Accessing documents

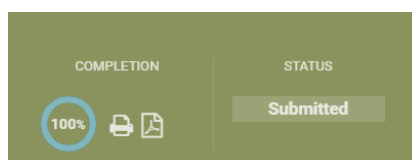
In order to download all documents associated with a particular Call for Tender, Economic Operators must express an interest in the Call for Tender by associating a user from your organisation with the CfT. It is important to note that you must ensure you ASSOCIATE your company with this tender competition. To do this you must do the following:

- (a) Log-in to the system;

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

Submitting your Tender

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



(d) Closing date for Tenders

The closing date for tenders	Is Friday 21 August 2026 at 12 Noon (Irish time)
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

(e) Queries

All queries regarding this tender should be submitted via the messaging facility on www.etenders.gov.ie. Please submit queries as soon as possible.

The closing date for queries	Is Tuesday 28 July 2026 at 12 Noon (Irish time)
Process for submitting queries	Via www.etenders.gov.ie only

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

(f) Qualification of Tenders

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid.

(g) Extension of Tender Period

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

(h) Tender Validity Period

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

(i) Amendment of Tender Documentation

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

(j) Collusive Tendering

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

(k) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose.

Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(l) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(m) Anti-Competitive Conduct

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

(n) Freedom of Information Acts

Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a

request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

(o) Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie 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.

(p) Tax Clearance Certificate

It will be a condition of award of this contract and any subsequent contract that the successful economic operator(s) comply with all EU and national tax laws. Economic operators are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident economic operators should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie.

(q) Confidentiality of Evaluation

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

(r) Publicity

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

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

(s) Clarification of Tenders

Dublin City Council may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. 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 Dublin City Council.

(t) 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. Where a discrepancy arises between any figure submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

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

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall

be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(u) Replacement Personnel

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

(v) Change in Composition of a Tender

Dublin City Council reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(w) Notification of Tender Evaluations

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

(x) Award of Framework / Contract

In accordance with Dublin City Council policy, Dublin City Council will not award the framework / contract for a period of at least 10 days (where notification is sent via electronic means) after notification of the outcome is sent to tenderers.

When appropriate an award notice will be dispatched on the eTenders website (www.etenders.gov.ie) announcing the results of the competition no later than 30 days after the award of the contract. It should be noted that it is standard practice for the Client 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.

Dublin City Council reserves the right not to proceed with the competition at any stage or not to award a contract.

(y) Possible TUPE Considerations

Participants are advised that in the event of significant transfer of undertakings, businesses or parts of businesses, the provisions of SI 131 of 2003 *European*

Communities (Protection of Employees on Transfer of Undertakings - TUPE) Regulations 2003 may apply. The successful tenderer will therefore be required to indemnify the contracting authority fully in respect of any losses, damages, costs or expenses of any kind incurred arising from their compliance with the TUPE Regulations.

At tender stage, tenderers will be required to inform themselves by their own enquiries as to the potential applicability of the TUPE Regulations and to take this factor into account when preparing their tenders, which will be deemed to include all the potential costs likely to be incurred as a result of any ensuing obligations under TUPE.

(z) Cost of Preparation of Tender

Dublin City Council will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their Tender.

GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS

(i) Currency and Payments

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

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

The Council undertakes to make all payments solely under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

(ii) Withholding Tax

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

(iii) Irish Legislation and Law

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

(iv) Dignity at Work

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

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

(v) Responsibility of Successful Party

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

APPENDIX 1 – FRAMEWORK AGREEMENT

Note to Tenderers: A copy of the Framework Agreement has been uploaded separately on eTenders.

APPENDIX 2 – TERMS AND CONDITIONS

Note to Tenderers: A copy of the Terms and Conditions has been uploaded separately on eTenders.