



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

OPEN PROCEDURE
REQUEST FOR TENDER
MULTI-OPERATOR FRAMEWORK AGREEMENT

Anticipated Number in Framework	Three [3]
Scope of Framework	
<p>Dublin City Council proposes to establish a Multi-Operator Framework Agreement for the appointment of a Co-ordinator for the Women in Business Programme for the Local Enterprise Office (LEO) Dublin City. The period of the established Framework Agreement will be for (4) four years only, subject to satisfactory performance, continued business needs, budget constraints. Indicative start date October 2026.</p>	
Procedure	
Open Procedure	
Key Dates	
Issue Date	Friday 3 July 2026
Closing Date for Queries	Wednesday 22 July 2026 at 17:00 (Irish time)
Closing Date for Tender Submissions	Tuesday 4 August 2026 at 17:00 (Irish time)
Contact for Queries	
Via www.etenders.gov.ie only RFT ID 8561865	
Format for submission of tenders – <u>use the Tender Response Document</u>	
Via www.etenders.gov.ie only RFT ID 8561865	
<p>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. Supplier 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.</p> <p>Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.</p> <p>This Invitation to Tender shall be interpreted in a manner consistent with Irish and EU rules on public procurement.</p>	

CONTENTS

1.	ABOUT THE AWARDING AUTHORITY	3
1.1	The Contracting Authority.....	3
1.2	Small and Medium Enterprise Participation.....	4
2.	SCOPE OF THE FRAMEWORK AGREEMENT	5
2.1	Type of Framework.....	5
2.2	Scope of Requirements under the Framework	5
2.3	Detailed Specification of Requirements	6
2.4	Contract Management.....	10
2.5	Anticipated Timeline	11
3.	ESTABLISHMENT AND OPERATION OF THE FRAMEWORK	12
3.1	Numbers Admitted to the Framework Agreement	12
3.2	Duration of the Framework Agreement	12
3.3	Estimated Value of the Framework Agreement	12
3.4	Awarding Contracts under the Framework Agreement.....	12
3.5	Right to Tender outside of the Framework	12
3.6	Compliance with the Terms and Conditions of the Framework Agreement	13
3.7	Award to Runner Up.....	13
3.8	Pricing	13
3.9	Invoicing	14
3.10	Review of Supplier Performance	14
3.11	Termination of Framework / Contract	14
4.	SELECTION CRITERIA.....	15
4.1	Relying on the Standing of Other Entities.....	15
4.2	General, Legal and Financial Requirements	16
4.3	Technical Capacity Requirements.....	17
5.	AWARD CRITERIA	18
5.1	Methodology for Calculating the Cost Score	20
5.2	Methodology for Scoring of Qualitative Criteria.....	21
5.3	Clarification and Verification Meetings.....	21
5.4	Clarification of Abnormally Low Tenders	22
	INSTRUCTIONS TO TENDERERS.....	22
	GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS	29

1. ABOUT THE AWARDING AUTHORITY

1.1 The Contracting Authority

Dublin City Council herein 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 6,330 staff. The 2026 Revenue Budget amounts to €1.697 billion, while the three year Capital Programme 2026 to 2028 amounts to €3.879 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

The Local Enterprise Office Dublin City (LEO Dublin City) is a section within the Contracting Authority that promotes businesses in the city and provides a range of supports to small enterprises with between 1 and 50 paid employees in the city and people thinking of starting their own business. The main supports are information, training, mentoring, business networks, consultancy services for green, digital, export and efficiency (lean) and financial supports for certain type of businesses.

LEO Dublin City (www.localenterprise.ie/dublincity) is co-funded from the Irish Government, the EU Structural Funds 2014-2020 and the European Regional Development Fund 2014-2020.

LEO DUBLIN CITY WOMEN IN BUSINESS NETWORK – Background Information

The objective of the initiative is to “encourage, empower and enable women in the region to succeed in enterprise. The Network has been in operation for nearly two decades. An initiative started by the County Enterprise Boards and due to its benefits, continued and enhanced by LEO Dublin City.

The Network objectives are to:

- Inspire and support women entrepreneurs to build successful business
- Cultivate a spirit of self-belief and a can-do attitude in the network
- Stimulate the exchange of ideas, and the development of expertise and insights
- Connect with like-minded peers, mentors, experts

The network is committed to:

- ❖ Creating a business network within which women already in business or who are considering starting up, will have an opportunity to share experiences, collaborate and network.
- ❖ Creating and fostering an entrepreneurial culture amongst women in Dublin City.
- ❖ Creating an enterprise environment for potential female entrepreneurs which will encourage more women to become involved in starting up their own business.
- ❖ Providing an ongoing programme of activities on relevant business related topics and entrepreneurial skills.
- ❖ Supporting the initiative with a women's project manager who is available on an ongoing basis to assist women entrepreneurs.
- ❖ Expected to be 150 paid up members per annum.
- ❖ Connect complimentary businesses to leverage off each other.

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, 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

Multi-Operator Framework

The Framework Agreement will be established with three (3) economic operators. Thereafter contracts will be awarded in accordance with the rules contained herein.

2.2 Scope of Requirements under the Framework

Brief Description of Initial Contract

The initial contract awarded as a result of this tender process will be for a four (4) year term, subject to satisfactory performance. The requirements for the role of Co-ordinator for Women in Business Programme are detailed in Section 2.3 (below).

Details of additional contracts under the Framework

Additional contracts may be awarded if/when required throughout the lifetime of the framework. Any such contracts will not alter the overall nature of the requirements set out in Section 2.3, and will be subject to the Terms and Conditions of the framework agreement].

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

2.3 Detailed Specification of Requirements

LEO Dublin City requires a Co-ordinator to facilitate and manage the LEO Dublin City Women in Business Network (the 'Co-ordinator').

The Co-ordinator must deliver the Programme activities online, in venue and/or through a mix of both online and in person/venue (hybrid approach). The preferred method of delivery of the services will be continuously reviewed with LEO Dublin City and updated in line with Government advice and guideline in respect of public health measures e.g future pandemic and other infectious diseases of concern to public health.

The scope of work described below may be subject to alteration as necessary and those submitting tenders should make recommendations for further relevant activities.

2.3.1 Current Network format

The network currently operates with a minimum of 10 in-person events annually. These are further complimented with up to 30 accountability group meeting, monthly coffee meet-ups over zoom and over 20 expert zoom meeting. The network currently has over 150 members and membership should be maintained at or above this figure through retention and/or recruitment. The successful contractor thereafter must devise an annual plan in consultation with the Head of Enterprise or appointed nominee.

2.3.2 Meetings

The success of the Network will be continually monitored by the LEO Dublin City Office. It is envisaged that the programme will involve a monthly networking meeting, no meetings are held in August.

Changes may be made at any time to any part of the programme/network or any of the 'additional services' being provided subject to agreement by the Head of Enterprise, LEO Dublin City or appointed nominee.

Where a venue is being used to host a meeting, at least three (3) quotes should be sought by the Co-ordinator in good time i.e three weeks prior to event taking place. When sourcing networking venues, venue suitability must be determined and approved by LEO Dublin City in advance of booking confirmation.

LEO Dublin City will pay the cost for the venues directly.

Proposed meeting venues should take into consideration safety, parking, accessibility, executive environment and central location. The venues must cater for people with disabilities

2.3.3 Programme:

LEO Dublin City requirement for the Women in Business Network programme ('the Programme') are set out below.

The core of the programme must include a monthly network meeting which it is expected 40+ members would meet/attend. An annual membership fee of €75 is charged to members. Potential new members can attend the first meeting free of charge. The membership fee of €75 is subject to change and is applicable unless a new rate is considered and approved by Head of Enterprise LEO Dublin City or appointed nominee during the tender period.

Promotion of the network is the responsibility of the Co-ordinator and all promotional campaigns and material must be agreed in advance with the LEO Dublin City office. LEO Dublin City will provide supplementary supportive assistance.

Details of the proposed meeting topics should be outlined at least three (3) months in advance in the calendar of events for the year and a press release/social media plan about the topic of the next Network meeting at least one (1) month before the meeting, for release to media closer to the event. The Contracting Authority will be responsible for release to the media.

The Co-ordinator will manage the network on behalf of LEO Dublin City and this must be made clear in all communication with members, speakers and guests. The Co-ordinator will also be required to promote other LEO Dublin City initiatives at the network meetings, as requested by the LEO Dublin City Office.

Expert/Guest Speakers (non-paid) will be invited to address each network meeting with a relevant topic of interest. The content of topics/issues addressed will be agreed and scheduled in advance with the LEO Dublin City office. Monthly meetings can be a mixture of pure networking events, exhibition style events or 'learning a new skill' practical training. Facilitated networking should take place at each meeting. In the case where there is a need for a paid guest speaker, permission must be sought, in advance, from the Head of Enterprise LEO Dublin City or their appointed nominee, and if approved, LEO Dublin City will pay the agreed cost.

The Network will also form the basis for additional event initiatives managed by other organisations in the Ecosystem that are held during the course of the year. These may be delivered online or at a venue in-person where appropriate. These may include but are not limited to:

- Annual Female Entrepreneur of the Year Competition
- Showcase/exhibitions for members of the Network
- Group marketing activities/opportunities for Network members
- Representing and assisting with the co-ordination of the National Women's Enterprise Day Committee meetings and events including but not limited to:
 - o International Women's Day Event as part of Local Enterprise Week: usually held in March each year-
<https://www.localenterprise.ie/dublincity/start-or-grow-your-business/networking/women-in-business/network-events/10th-march-2026-international-women-s-day-give-to-gain.html>
 - o National Women's Enterprise Day (usually held in October)
<https://www.localenterprise.ie/enable-enterprise-culture/nwed/nwed-2025/>

The additional activities listed can be incorporated into the 11 meeting schedule.

2.3.4 Evaluation of Network Meetings:

The Co-ordinator must carry out an evaluation after each monthly meeting. This can be done online and the results should be incorporated into the monthly report for the Head of Enterprise LEO Dublin City or their nominee, submitted at the end of each month (within three days of the month end). The Co-ordinator must carry out a full review of the network (membership, attendance, evaluations) quarterly or as otherwise agreed by the Head of Enterprise LEO Dublin City or their nominee.

2.3.5 Branding

LEO Dublin City Women in Business network is a LEO Dublin City initiative, and as such the co-ordinator must indicate in their proposal on how they intend to promote the support organisation in their delivery of the programme.

The Co-ordinator must actively promote LEO Dublin City Women in Business network by including - Branding/Logos of LEO Dublin City, Dublin City Council, EU flag and harp logo etc. on all materials/presentations delivered by the Co-ordinator at all events while funded through the ERDF. The Co-ordinator will also be required to promote upcoming LEO Dublin City/City Council events to the Network as advised by LEO Dublin City. The Co-ordinator is responsible for maintaining a suite of marketing materials to promote the network e.g., banners, literature, video, business cards etc. LEO Dublin City branding guidelines will be made available to the successful tenderers. Tenderers should note that any design and printing requirements will be arranged by LEO Dublin City through existing Contracting Authority frameworks where appropriate. The Contracting Authority will pay printing suppliers directly.

LEO Dublin City Women in Business network is a branded Network and the Co-ordinator will be acting as an agent for LEO Dublin City for the delivery of the contract. No promotion of the network under any other brand or personal promotion should take place other than that of the LEO Dublin City branding.

2.3.6 Targets

There are currently 150 members on LEO Dublin City database. A target of the Co-ordinator will be to achieve a number of paid up members per annum of 150 members and/or a 20% increase in membership. Regular monitoring and reporting on targets will be required.

Achievement of the targets outlined above will be reviewed at six monthly intervals. Environmental factors e.g. economic, adoption of AI, related to target achievement, will be part of the review process.

2.3.7 Role of the Co-ordinator

The Co-ordinator's role will include, but not limited to the following:

- I. Sustaining and growing the network
- II. Setting their vision to develop the network, consider the changes in the competitive landscape and outline your vision for the future delivery of a quality women in business network, with annual growth targets, agreed with the LEO Dublin City
- III. Identify the key issues for the development of female Entrepreneurship and develop strategies to use the network to address these issues including environmental changes targeted to Women in Business Entrepreneurs
- IV. Propose annual activities for the Network and develop a format for use at the Network events
- V. Familiarise themselves with other women in business initiatives in the region and keep abreast of LEO Dublin City wider support services
- VI. Develop a Communication Plan and Promotion Plan to include recruitment, retention of members and budget costs to address:
 - Keeping the network informed of business developments and LEO Dublin City activities (current database membership 150 members)
 - Facilitating/delivering ongoing communication and assistance to female entrepreneur queries
 - Evaluating, monitoring and recording the impact of the Women in Business Programme
 - Preparation of an annual year end comprehensive report on the Network.

VII. Promotion

- Promotion of the Network
- Develop the marketing collateral required for promotion of the network
- Develop plans on encouraging Women to attend other relevant events
- Develop plans, collaborate and work in partnership to encourage Women in Business members to acquire skills to help them in Exporting, Digitalisation, Sustainability & Competitiveness
- Promotion of the LEO Dublin City office and its full range of activities, including the communication of and referral of key LEO supports and services such as business consultancy, grant funding programs, training and management development initiatives.
- Updating and development of Women in Business website pages.
<https://www.localenterprise.ie/DublinCity/Start-or-Grow-your-Business/Networking/Women-in-Business/>
- Develop, manage, and maintain all social media platforms authorised by the Contracting Authority. The successful tenderer will be granted access to all relevant accounts. LEO Dublin City will confirm which social media platforms are to be actively used throughout the contract period.

VIII. Managing membership, existing and new including ensuring that membership fees are paid.

IX. Events

The Co-ordinator must arrange and manage the following events

- Delivery of eleven (11) monthly network meetings:
 - Outline proposals for venue(s) to host costs and costs involved. Including what refreshment will be included.
 - Identification of speakers for networking meetings and what if any additional costs might be involved.
- Organise joint networking events with other agencies
 - Joint networking event and collaborations with other LEO women in business network co-ordinators, or other support organisations in the Ecosystem.
 - Working with LEO Regions, Dublin Chamber of Commerce and other relevant third party stakeholders on the Women in Business event for **International Women's Day**, scheduled in March each year, with up to 120 attendees.
 - Working with LEO Regions and outside agencies on the Women in Business event for **National Women's Enterprise Day** with approximately 300 attendees usually held in October. LEO Dublin City lead on this event on rotation i.e. once every four years.
- Develop plans for running the Annual Female Entrepreneur Women in Business Awards with approximately 100 attendees.
- Develop plans for running Summer Networking event, maybe a BBQ.
- Look at ways to leverage networking opportunities through collaborations, in-person events, webinars to upskill and educate.

This list is not exhaustive

X. Reporting

The Co-ordinator must:

- Meet with Head of Enterprise LEO Dublin City or person nominated by the Head of Enterprise LEO Dublin City to review Programme on a quarterly basis.
- Prepare a Monthly report on Programme activities, including the evaluation as set out in 2.3.4 above and e-mailed to the Head of Enterprise LEO Dublin City or a person nominated by the Head of Enterprise LEO Dublin City. Reports should contain factual and statistical information, demonstrating clear measurement of the Programme.

- Prepare an Annual Report and e-mail to Head of Enterprise LEO Dublin city or a person nominated by the Head of Enterprise LEO Dublin City no later than end of January. The report should contain factual and statistical information, demonstrating clear measurement of the Programme, with suggestions for continuous improvement.

2.3.8 Code of Conduct/Procurement of Goods/Service

Tenderer(s) are required to uphold the highest principles in their duties and conduct. We expect the successful Tenderer(s) to abide by codes/guidelines outlined in the following two documents:

(a) NSSO Public Procurement Procedures (**Appendix (ii)**)

(b) Standard in Public Office Commission (SIPO) – (Hyperlink to: Code of Conduct for Councillors and for employees of local authority
<https://www.sipo.ie/en/publication/70657-local-authority-members-and-employees-councillors>)

2.3.9 Payment:

Payment will be made in twelve (12) monthly installments based on the total cost for the delivery of the service i.e., annual cost divided by twelve (12). Payment will be made monthly on receipt of a valid invoice subject also to receipt of a monthly report satisfactory to LEO Dublin City (unless other payment arrangements are agreed).

The final annual instalment will also be subject to receipt of an annual year end comprehensive final report satisfactory to LEO Dublin City.

Please note that speaker/venue hire/refreshments costs for all events will be borne by LEO Dublin City and should not be included in the tender cost.

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
Closing date for Queries	Wednesday 22 July 2026 at 17:00 (Irish time)
Closing date for Receipt of Tenders	Tuesday 4 August 2026 at 17:00 (Irish time)
Clarification/verification meetings (if anticipated)	August 2026
Award decision	Q4 2026
Framework Agreement Commencement	Q4 2026

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

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.

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-operator framework agreement with three [3] operators, subject to that number meeting the minimum criteria and rules.

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 over the four years', one hundred and sixty thousand euros (**€160,000**) excluding VAT.

The maximum spend of €160,000 is inclusive of any and all index linked or other increases that might happen over the 4 year period of the framework. The maximum spend of €160,000 cannot be exceeded over the 4 year period 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.

3.4 Awarding Contracts under the Framework Agreement

In the case of a multi-operator framework agreement contracts may be awarded as follows:

Use of Cascade Method

Through application of the cascade method whereby contracts are awarded on foot of the original tenders to the first ranked economic operator admitted to the framework agreement. Where they are not able to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

Please note that the cascade method will only be used in the following circumstances:

- To appoint a co-ordinator
- The first ranked Framework Member will have first option for all contracts for the duration of the framework agreement, if the first ranked Framework member is unable to meet requirements as stated, the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

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

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 (iii)**.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation about these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers section of this documentation.

In addition, admission to the framework agreement will be conditional upon acceptance of the Contracting Authority General Terms and Conditions for Services 2021 in **Appendix (iv)**.

3.7 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period of twelve (12) months.

If, following the award of any contract under this framework agreement, 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 award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period of twelve (12) months.

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer; the Contracting Authority reserves the right to award the initial contract to the Framework Member with the next highest score based on the original competition, at any time during the tender validity period.

3.8 Pricing

Prices quoted shall remain firm for the first (12) months.

Thereafter quoted prices will only be considered for review 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 out of pocket expenses and any duties, taxes or levies other than VAT.

All prices quoted to be exclusive of VAT.

The lowest cost valid tender will receive the maximum score achievable under the heading Ultimate Cost Score. The methodology for calculating Ultimate 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 months, during that time the supplier will be assessed based on various relevant criteria. At the end of the six 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 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, and delivery of each element on schedule and adhering to agreed costings 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. While monitoring key performance indicators, performance review provides a continuous feedback loop, to enhance the network objectives.

3.11 Termination of Framework / Contract

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

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

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 individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Declarations	
<p>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.</p> <p>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.</p> <ul style="list-style-type: none"> • 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 €30,000 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	<p>Confirmation of the following insurances being in place:</p> <ul style="list-style-type: none"> • Employer's Liability - €13 million* • Public Liability - €6.5 million • Professional Indemnity - €1 million <p>Insurances provided by vendors must be authorised for this jurisdiction.</p> <p>*If the successful tenderer does not have employees or assistants, then that would negate the requirement for Employers Liability insurance.</p>

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 your tender being considered inadmissible.

Manpower Levels

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 Required
Details of organisational structure, current manpower levels, staff turnover level. Tenders must demonstrate adequate organisational resources to fulfill contract requirements.	1

Previous Contracts/Experience

Tenderers must provide information clearly demonstrating successful delivery of Co-ordinating a network of a similar size and scale to that set out in this RFT.

Tenders must demonstrate to the satisfaction of the Contracting Authority that they have the experience necessary to supply the Services if their Tender is successful. In order to demonstrate that the Tenderer meets this criterion, each Tenderer must submit information on a previous contract, by completing the TRD, with its Tender:

Details of **one (1) reference contract** which demonstrates, to the satisfaction of the Contracting Authority, the Tenderer's experience in successfully delivering network co-ordination services demonstrating the specific requirements set out below. The reference contract must relate to services delivered **within the 48 months prior to the deadline for submission of Tenders**. Reference contracts outside this timeframe will not be considered.

The reference contract must demonstrate evidence of co-ordinating a network of a similar size and scale to that set out in this RFT.

Tenders must use the table format in the TRD for their answers and must respond to each element of the Table. In completing the table for the reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the service have been successfully delivered.

Tenderers must note that they are to provide contact details for a referee for the reference project. The Contracting Authority has the right to contact the referee to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers must note that the Contracting Authority may at its discretion contact all referees or the referee for the successful Tenderer only.

Reference projects internal to the Tenderer/the Tenderer's corporate group (for example, service delivery to another group company) are not permitted.

The Contracting Authority may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform the Contracting Authority of the reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, that they have the required capacity.

Please complete the TRD.

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. Tenderers will be expected to keep abreast of Health and Safety Legislation and participate in Dublin City Council Health and Safety Training from time to time.

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 – 60%
	40%	4,000	2,400
Title	Methodology for delivery of the Network Co-ordinator service		
Description	<p>Tenderers must provide a detailed methodology outlining how they will deliver the network co-ordinator service in line with the requirements set out in the scope of requirements. Sufficient information should be provided to enable Dublin City Council to assess their offer under this criterion including how they intend to roll out the network programme using the latest thinking which will be of benefit to our clients, how they intend to promote the supporting organisation (i.e., LEO Dublin City) as well as upcoming events including network meetings, awards, etc. Tenders must address each of points in Section 2.3.7 (I-X).</p> <p>Tenderers must limit their response to this award criterion to six (6) x A4 Pages.</p>		

Criterion B	Weighting	Maximum Marks	Minimum Marks Required – 60%
	40%	4,000	2,400
Title	Quality and expertise of the Proposed Co-ordinator		
Description	Tenderers must provide sufficient information to enable Dublin City Council to assess their expertise. Please include CV's for each staff member being proposed to work on the contract. Tenderers must demonstrate their expertise in this area. Tenderers must demonstrate the skills necessary to carry out the role of Co-ordinator to fulfil contract requirements. Please provide a maximum of three (3) A4 pages excluding CV . Please refer to Section 2.3 for a Detailed Specification of Requirements.		
Criterion C	Weighting	Maximum Marks	Minimum Marks
	20%	2,000	NA
Title	Ultimate Cost		
Description	Tenderers must outline their cost proposal by completing and signing the Form of Tender in the Tender Response Document (TRD) and must also complete Appendix (i) - Cost Breakdown Schedule, showing how the form of Tender figure was reached. Failure to provide this breakdown will result in your submission being excluded from further consideration.		

NOTE 1: Tenderers should note that they must achieve a minimum rating of **60%** for criteria (A), (B) in order to avoid elimination from the competition. Please note that in relation to criterion (C) – Ultimate Cost, 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) OR there is a tie for any place on the framework agreement 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 “**A. Methodology for delivery of the Network Co-ordinator service**” 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 and expertise of the Proposed Co-ordinator
2. C: Ultimate 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.

NOTE 4: Tie-Break Rules: Ranking

The Framework Agreement will result in a ranking system where the highest scoring tenderer by reference to the award criteria set out at Section 5 will be ranked number 1, the second highest scoring tenderer by reference to the award criteria will be ranked number 2, etc.

In the event that there is a tie for any position on the Framework Agreement other than last place, (i.e. a tie for positions 1- 2), the Tenderer who has been awarded the highest marks for total Qualitative Award of their Tender will be deemed to be the higher ranked tender for the purposes of framework ranking.

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	2,000*
Formula employed	$\frac{2,000}{B} \times A$

5.2 Methodology for Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	An outstanding 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 – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
Less than 60% is unacceptable		
50 – 59%	Unacceptable	An unacceptable response demonstrating a minimum understanding offering assurance to client. This is unacceptable and a fail.
30 – 49%	Poor	A poor response demonstrating limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.
1 – 29%	Very Poor	A very poor response demonstrating very limited understanding of the requirements with fundamental flaws and a significant risk of non-delivery. This is unacceptable and a fail.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and a fail.

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

5.3 Clarification and Verification Meetings

Award of contract/membership of the framework 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.

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.

5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering 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 based on it being considered abnormally low.

INSTRUCTIONS TO TENDERERS

Please note that should a pandemic/outbreak of notable infectious disease occur, 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 to the electronic tender facility will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

Please note that the eTenders electronic tender facility closes at the stated date and time precisely. It is the responsibility of Applicants / Tenders 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 sufficient time to upload and submit all required tender 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 time.

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

In order to facilitate assessment, Tenderers are kindly requested to submit a single attachment inclusive of the Tender Response Document(s) and all related appendices.

Economic Operators should note the following when making their submission:

- There is a maximum upload limit of 100MB per tender submission.
- 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.

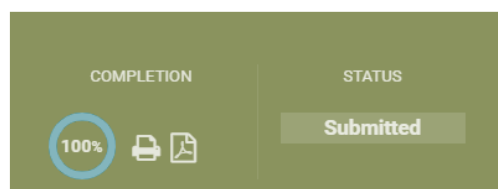
Accessing documents

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 Tuesday 4 August 2026 at 17:00 (Irish time)
-------------------------------------	---

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 Wednesday 22 July 2026 at 17:00 (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

Hyperlink to: [General Data Protection Regulation \(GDPR\) and Data Protection in Dublin City Council](https://www.dublincity.ie/council/governance-within-council/engaging-public-and-being-accountable/gdpr-and-data-protection)

(<https://www.dublincity.ie/council/governance-within-council/engaging-public-and-being-accountable/gdpr-and-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 **14 days** (where notification is sent via electronic means) after notification of the outcome is sent to tenderers.

When appropriate an award notice will be despatched to the Official Journal of the European Union 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) Change in Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfill the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.