



Comhairle Contae Loch Garman Wexford County Council

CALL FOR TENDER

Multi-Party Framework Agreement

Establishment of a Multi-Party Framework Agreement for the Provision of Private Rental Inspection Services, for Wexford County Council.

Initial Contracts will be 12 months

Procedure:	Open Procedure - OJEU
Issue Date	As per etenders
Closing Date for Queries	As per etenders
Closing Date for Tender Submissions	As per etenders
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for submission of tenders	Tender Post-box facility on www.etenders.gov.ie

Please note that information relating to this Call for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents.

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

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

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Disclaimer

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

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

1. About the Contracting Authority

1.1 The Contracting Authority

Wexford County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Wexford County Council is the Local Authority for the administrative County of Wexford. Local Authorities are the closest and most accessible form of Government to citizens. They have responsibility for delivery of a wide range of services in their local area with a focus on making cities, towns and countryside attractive places to live, work and invest. These services generally include housing; planning; infrastructure; environmental protection; and the provision of recreation and amenities and community infrastructure. Local Authorities also play a key role in supporting economic development and enterprise at a local level.

Further information is available at our corporate website www.wexfordcoco.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 into the framework.

1.3 Climate Action, Sustainable Procurement and Energy Management

Wexford County Council has signed the Climate Action Charter for Local Authorities, an action of the Government's Climate Action Plan, committing the local authority to actions around climate change. In this regard, Wexford County Council will ensure that policies and practices that lead us towards low carbon pathways, ask suppliers as part of the procurement process to provide information on their carbon footprint and on the sustainability practices and steps they plan to reduce its impact and implement green public procurement strategy and procedures across all business areas.

It should be noted that Wexford County Council is committed to promoting and supporting innovative and environmentally sustainable practices and endeavours to ensure their inclusion in all contracts.

The Contracting Authority has been accredited with ISO 50001 Energy Management. Accordingly, the contracting authority will establish and implement criteria for evaluating energy performance over the planned or expected operating lifetime, when procuring energy using products, equipment and services which are expected to have a significant impact on its energy performance.

When procuring energy using products, equipment and services that have, or can have, an impact on Significant Energy Users, the contracting authority shall inform suppliers that energy performance is one of the evaluation criteria for procurement.

Where applicable, the contracting authority will define and communicate specifications for ensuring the energy performance of procured equipment and services.

2. Scope of Framework Agreement

2.1 Overview of the Requirement/ Type of Framework

Wexford County Council intends to establish a Multi-Party Framework Agreement for the Provision of Private Rental Inspection Services, including Residential Tenancies Board (RTB) Inspections, for Wexford County Council. Initial Contracts will be 12 months.

2.2 Scope of Requirements & Specification

1. Introduction

Wexford County Council is seeking to establish a Multi-Party Framework Agreement for the Provision of Private Rental Inspection Services, in accordance with the requirements set out in this Request for Tender.

The services required relate to the inspection of private rented dwellings within the administrative area of Wexford County Council to assess compliance with the Housing (Standards for Rented Houses) Regulations 2019, and any subsequent amendment or replacement legislation.

The initial contract under the Framework Agreement will be for a period of 12 months from the date of commencement. The Contracting Authority reserves the right, at its sole discretion, to extend the contract for further period or periods of up to 12 months, subject to satisfactory performance, continued need, available funding, and the Contracting Authority's obligations at law.

The anticipated requirement is for approximately 1,000 private rented property inspections during the initial 12-month contract period. This figure is indicative only and may be increased or reduced depending on operational requirements, available RTB data, inspection priorities, and the availability of Wexford County Council staff to carry out inspections directly.

For tender evaluation purposes, Tenderers are required to price the following indicative volumes:

Inspection Type	Indicative Volume
First inspections	1000
Second / subsequent / final inspections	800
Second / subsequent / final of a property inspected by another	400
Total indicative inspections	2,200

The Contracting Authority does not guarantee any minimum volume of work under the Framework Agreement or any contract awarded under it.

2. Legislative Context

Wexford County Council has statutory responsibility for the inspection and enforcement of minimum standards in private rented dwellings within its administrative area.

The relevant legislation includes, but is not limited to:

- Housing Acts 1966 to 2021
- Housing (Miscellaneous Provisions) Act 1992
- Housing (Standards for Rented Houses) Regulations 2019
- Housing (Rent Books) Regulations 1993
- Housing (Rent Books) Regulations 1993 (Amendment) Regulations 2004
- Housing (Rent Books) (Amendment) Regulations 2010
- any other relevant legislation, guidance, circulars, regulations or statutory instruments applicable during the term of the contract.

The Housing (Standards for Rented Houses) Regulations 2019 set out minimum requirements in respect of matters including, but not limited to, structural condition, dampness, sanitary facilities, heating, ventilation, lighting, food preparation, fire safety, gas, oil and electrical safety, and other matters relevant to the standard of private rented accommodation.

Tenderers must ensure that all inspections, reports, correspondence and related services are carried out in accordance with the applicable legislative requirements and any procedures agreed with Wexford County Council.

3. General Description of Services Required

The successful Framework Member appointed to an initial contract will be required to provide a complete inspection service for private rented dwellings, including:

- extracting and reviewing relevant property information from RTB data provided by Wexford County Council
- cross-checking and filtering data to exclude properties already inspected or to be inspected directly by Wexford County Council or others.
- Review previous inspections in order to carry out second / subsequent / final of a property inspected by another
- arranging inspections with landlords, agents and/or tenants
- issuing inspection notification correspondence
- carrying out inspections of private rented dwellings
- recording inspection findings, including photographic evidence where appropriate
- determining whether the dwelling complies with the Housing (Standards for Rented Houses) Regulations 2019
- issuing written findings to landlords and, where agreed with Wexford County Council, to letting agents and/or tenants
- issuing improvement letters and/or draft improvement notices, where required
- carrying out second, subsequent or final inspections where required
- dealing with landlord, agent and tenant communications relating to the inspections
- reporting urgent or serious breaches immediately to Wexford County Council
- maintaining accurate records and inspection data
- providing reports and statistics required by Wexford County Council in the format of the Department returns
- supporting Wexford County Council in enforcement action, including attendance at court where required.

The services must be delivered in a professional, timely, consistent and legally compliant manner.

4. RTB Data and Property Selection

Wexford County Council will provide the successful contractor with RTB data in Excel format, together with such additional information as may be available to the Council in respect of properties already inspected or scheduled for inspection by Wexford County Council.

The contractor will be responsible for reviewing, sorting, cleansing and extracting relevant data from the RTB dataset for the purpose of identifying properties for inspection.

The contractor shall be required to cross-reference the RTB data with information provided by Wexford County Council to avoid duplication of inspections, including properties inspected or scheduled to be inspected by the Council directly, such as HAP, RAS, complaint-based or Approved Housing Body-related inspections.

The contractor shall not use the RTB data for any purpose other than the delivery of the services under the contract.

5. Inspection Process

The contractor shall be responsible for managing the full inspection process, subject to any procedures, templates or protocols agreed with Wexford County Council.

The inspection process shall include, as a minimum:

1. identifying properties for inspection from the dataset provided
2. contacting the landlord, letting agent and/or tenant as appropriate
3. issuing inspection notification correspondence using the template approved by Wexford County Council
4. arranging access to the dwelling
5. carrying out the inspection
6. recording all findings
7. taking photographs where required
8. identifying any breaches of the Housing (Standards for Rented Houses) Regulations 2019
9. preparing and issuing the inspection outcome letter or improvement letter;
10. recording all communication and inspection outcomes
11. arranging and carrying out re-inspections where required
12. providing inspection data and reports to Wexford County Council.

The contractor must ensure that inspections are carried out by suitably competent personnel with appropriate knowledge of housing standards, rented accommodation inspection requirements and relevant statutory obligations.

6. Inspection Findings and Correspondence

Following each inspection, the contractor shall communicate the findings of the inspection in writing to the landlord.

Where the dwelling is found to be non-compliant, the contractor shall issue written correspondence setting out:

- the nature of the non-compliance
- the relevant regulation breached
- the works or actions required to bring the dwelling into compliance
- the timeframe within which the works must be completed TBA
- the requirement for re-inspection, where applicable
- any other information required by Wexford County Council.

All correspondence must be issued using templates agreed in advance with Wexford County Council. Any proposed changes to template letters must be approved by the Council before use.

Letting agents and tenants may be provided with redacted copies of correspondence, where agreed with Wexford County Council and where appropriate having regard to data protection requirements.

7. Re-Inspections and Follow-Up Action

Where non-compliance is identified, the contractor shall arrange a second, subsequent or final inspection following the expiry of the timeframe allowed for remedial works.

The re-inspection shall determine whether the required works have been completed and whether the dwelling is compliant with the Housing (Standards for Rented Houses) Regulations 2019.

Where works remain outstanding following re-inspection, the contractor shall prepare and issue further correspondence as agreed with Wexford County Council. This may include a further improvement letter, draft improvement notice or other documentation required by the Council.

The contractor shall maintain a clear record of all inspection stages, correspondence, outcomes, deadlines and follow-up actions.

8. Urgent or Serious Breaches

Where, during an inspection, the contractor identifies a breach or potential breach of the Regulations which, in the opinion of the inspector, may pose an immediate or serious risk to the health, safety or welfare of the occupants, the contractor shall notify Wexford County Council immediately.

Such notification shall be made by telephone and followed up in writing by email, together with supporting information and photographic evidence where appropriate.

The contractor shall comply with any instructions issued by Wexford County Council in respect of urgent or serious breaches.

9. Systems, Software and Devices

The contractor shall be required to use its own software package and/or systems provided or approved by Wexford County Council, including any systems provided through the LGMA where applicable.

The contractor shall provide all devices, equipment, software, licences and connectivity required to deliver the service, including Android tablet devices where required.

All software, devices and systems used by the contractor must be secure, encrypted and suitable for the processing of personal data on behalf of Wexford County Council.

The contractor's system must be capable of:

- recording each stage of the inspection process
- recording inspection findings
- attaching photographs and supporting evidence
- tracking correspondence issued
- tracking re-inspection dates and outcomes
- generating inspection reports
- producing monthly, quarterly and annual statistics
- supporting audit and compliance requirements.

The contractor must ensure that all records are maintained accurately and are capable of being transferred to Wexford County Council in an agreed format when required.

10. Data Protection and Confidentiality

The contractor will be acting as a data processor on behalf of Wexford County Council in respect of personal data processed under the contract.

Prior to commencement of services, the successful contractor shall be required to enter into a Data Processing Agreement with Wexford County Council.

The contractor shall comply with all applicable data protection legislation, including the General Data Protection Regulation, the Data Protection Acts 1988 to 2018, and any applicable guidance issued by the Data Protection Commission.

The contractor shall ensure that:

- personal data is processed only for the purpose of delivering the services
- data is not disclosed to any unauthorised person
- all staff involved in the delivery of the services are trained in data protection and confidentiality
- all devices and systems are secure and encrypted

- data breaches are reported immediately to Wexford County Council
- records are retained and destroyed only in accordance with Wexford County Council's instructions
- RTB data is not used for any purpose other than the performance of the contract.

The contract may not be subcontracted to a third party without the prior written consent of Wexford County Council. In any event, the Contracting Authority may prohibit subcontracting where this is necessary having regard to data protection, confidentiality, statutory enforcement or operational requirements.

11. Staffing and Competence

Tenderers must demonstrate that they have sufficient resources, capacity, experience and appropriately qualified personnel to deliver the required volume of inspections within the required timeframe.

Personnel carrying out inspections must have appropriate knowledge and experience in the inspection of private rented properties and the application of the Housing (Standards for Rented Houses) Regulations 2019.

Tenderers should demonstrate relevant competence in areas such as:

- housing standards inspections
- building condition assessment
- rented accommodation inspection
- regulatory compliance
- report writing
- landlord and tenant communications
- data management and reporting
- health and safety
- data protection.

Architectural, engineering, building surveying or equivalent technical experience is desirable.

The contractor shall ensure that all personnel assigned to the contract are suitably trained and competent to carry out the services required.

12. Contract Management

Tenderers must nominate an Account Manager who will be responsible for the management and delivery of the contract.

The Account Manager must have authority to deal with all operational and contractual matters arising during the term of the contract and shall be the primary point of contact for Wexford County Council.

The contractor shall notify Wexford County Council in writing of any proposed change to the Account Manager. Any replacement Account Manager must have equivalent experience and authority.

The contractor shall be required to attend regular contract management meetings with Wexford County Council. The frequency and format of meetings will be agreed following contract award but may include monthly or quarterly meetings depending on operational requirements.

Tenderers must set out their proposed approach to contract management, including:

- governance arrangements
- communication arrangements
- escalation procedures
- quality assurance
- staff supervision
- risk management
- performance monitoring

- complaints handling
- reporting arrangements.

13. Performance Targets and KPIs

The contractor will be required to meet monthly inspection targets agreed with Wexford County Council. The anticipated requirement is approximately 1,000 completed inspections over the initial 12-month contract period, subject to operational requirements.

Performance may be monitored by reference to KPIs including, but not limited to:

- number of inspections completed per month
- number of first inspections completed
- number of second, subsequent or final inspections completed
- percentage of inspections completed within agreed timelines
- number of failed access attempts
- timeliness of issuing correspondence
- accuracy and completeness of inspection records
- quality of reports
- responsiveness to Council queries
- accuracy and timeliness of monthly returns
- compliance with data protection requirements
- number and nature of complaints received.

Where the contractor fails to meet agreed targets or performance requirements, Wexford County Council reserves the right to allocate inspections to another Framework Member or take such other action as may be available under the contract.

14. Reporting Requirements

The contractor shall provide monthly reports to Wexford County Council in a format agreed with the Council.

Monthly reports shall include, as a minimum:

- Eircode
- property address
- property type, for example private rented, HAP, RAS or other category as applicable
- inspection type, for example first inspection, second inspection, subsequent inspection or final inspection
- date of inspection
- inspection outcome
- compliance status
- details of correspondence issued
- re-inspection date, where applicable
- total number of inspections completed
- number of no-access attempts
- invoice amount
- any urgent issues identified
- any matters requiring Council attention.

Wexford County Council is required to complete quarterly and annual returns in respect of rental inspections. The contractor shall provide all information required to enable the Council to complete these returns within the required timeframe.

The contractor must provide monthly statistics to Wexford County Council promptly at the end of each month and in any event within the timeframe agreed with the Council.

15. Payment and Invoicing

The contractor shall be paid only for completed inspections.

For the avoidance of doubt, the following shall not constitute a completed inspection unless otherwise agreed in writing by Wexford County Council:

- failed access attempts
- no-access visits
- desktop review of certificates only or other information provided on foot of an inspection
- administrative review of records
- cancelled appointments
- incomplete inspections.

The contractor shall submit invoices monthly in arrears. Each invoice must be accompanied by a full listing of properties inspected during the relevant period, including the information required by Wexford County Council to verify the invoice and raise or reference the appropriate purchase order.

The cost per inspection tendered shall be inclusive of all costs associated with the delivery of the service, including but not limited to:

- mileage
- subsistence
- telephone costs
- postage
- administration
- reporting
- software
- devices
- account management
- contract management
- correspondence
- quality assurance
- overheads and profit.

No additional charges shall be payable unless expressly agreed in writing by Wexford County Council in advance.

16. Court Attendance and Enforcement Support

Where Wexford County Council is required to take enforcement action or bring a landlord to court for non-compliance with the Housing (Standards for Rented Houses) Regulations 2019, the inspector who carried out the relevant inspection or inspections may be required to attend court or otherwise support the Council.

Tenderers shall include within their tender response details of their approach to supporting enforcement action, including the availability of inspectors to attend court, provide witness statements, verify records or assist with preparation of documentation.

Tenderers should clearly identify in their pricing submission whether court attendance is included in the inspection rates or priced separately, if a separate pricing line is included in the Pricing Schedule.

2.3 Details of Initial Contract

The scope of the initial contract includes the requirements outlined above in Section 2.2. Duration of the initial contract will be 12 months. We envisage that approximately 800 inspections will be required in Q3/Q4 2026.

2.4 Details of contracts under the Framework

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

2.5 Health and Safety

Evidence of compliance with all relevant Safety Health & Welfare at Work legislation will be required as condition of contract award. Tenderers must address all Health & Safety matters to meet the requirements including the provision of a safety statement / method statement where required. Tenderers are not required to submit these documents at this time however they will be subject to Award of Contract.

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 Five (5) 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 maximum period of four (4) years.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

The initial contract will be for a period of 12 months.

3.3 Estimated Value of the Framework Agreement

It is envisaged that the maximum value of the framework over the lifetime of the framework (4 years) is €1,000,000 ex. 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 Pricing

Prices quoted shall remain firm for the first 12 months. All prices quoted to be exclusive of VAT.

Thereafter quoted prices will only be considered for review in consultation with Wexford County Council personnel, any increases will not exceed inflation as per CPI.

3.5 Awarding Contracts under the Framework Agreement

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

Mini-tenders

Through invitation to a mini-tender competition of all the firms admitted to the framework agreement. On each occasion a Call for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

Mini-tenders will apply in all circumstances.

3.6 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 Members. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the members the right to be consulted in respect of, or tender for, any contract.

3.7 Compliance with the Terms and Conditions of the Framework Agreement

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

3.8 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 tenderers emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.9 Termination of Framework/Contract

The Contracting Authority reserves the right at its sole discretion to terminate any framework/contract 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 tenderer's 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.

In the event that Tender Applicants have previously been involved in providing these services for the Contracting Authority, they should not assume that the Contracting Authority Council is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tenderers to ensure their tender response is complete and includes all relevant information.

4.1 Relying on the Standing of Other Entities

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

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

4.2 General, Financial and Legal Requirements

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e., it must not be a document that has been scanned as an image or protected against search. 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.

General
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. Progression to tender stage will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority if requested. Failure to provide appropriate evidence within the timeframe specified by the Contracting Authority will result in the Applicant being deemed inadmissible for the next stage of the competition.
Legal Compliance
Complete the Declaration of Bona Fides as per Art 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 as contained in the Tender Response Document.

Complete the Declaration regarding their compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment/operation is required.	
ESPD	
Complete the Electronic Single Procurement Document - ESPD	
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 tenderer / all parties associated with the tenderer have generated a minimum average annual turnover of €250,000. When requested to do so, tenderers will be required to provide evidence in relation to the service of certified turnover of three (3) previous financial years (2025, 2024, 2022) or pro rata if more recently established.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Product Liability - €6.5 million • Professional Indemnity - €1.5 million In the case of Employer's Liability and Public Liability Insurances, an indemnity to Principals clause must be included. Insurances provided must be authorised for this jurisdiction. The successful Tenderer will, during the term of the Services Contract, be required to: - Immediately advise the Contracting Authority of any material change to its insured status; - Produce proof of current premiums paid upon request; - Produce valid certificates of insurance upon request.

4.3 Professional and Technical Ability

Tenderers are required to provide information on the following in the **Tender Response Document**.

Previous Experience – Pass/Fail
Tenderers are required to demonstrate that they have sufficient relevant previous experience to deliver the services required under this Framework Agreement. Tenderers must provide details of three relevant reference contracts/projects completed or substantially delivered within the past five years from the tender submission deadline. The examples submitted must demonstrate experience in the delivery of services of a similar nature, scale and complexity to the services required by Wexford County Council, including private rented property inspections, housing standards inspections, building condition inspections, statutory inspection services, regulatory compliance inspections or similar inspection programmes.

Minimum Requirement

To achieve a Pass under this criterion, Tenderers must provide details of three relevant reference contracts/projects which demonstrate, to the satisfaction of the Contracting Authority, previous experience in the delivery of inspection services or compliance-related services comparable to the requirements of this competition.

The examples submitted must demonstrate experience in one or more of the following areas:

- inspection of private rented dwellings
- assessment of compliance with the Housing (Standards for Rented Houses) Regulations 2019 or equivalent standards
- housing standards inspections or building condition inspections
- delivery of inspection programmes on behalf of a local authority, public body or other relevant client
- management of landlord, tenant and/or agent communications
- preparation of inspection reports, improvement letters, compliance notices or similar correspondence
- management of re-inspections and follow-up actions
- management of inspection data, records and client reporting.

For each reference contract/project, Tenderers must provide the client name, contract/project title, contract period, approximate annual or total contract value excluding VAT, volume of inspections or services delivered, a description of the services provided, the Tenderer's role in the contract/project, and an explanation of how the experience is relevant to the services required by Wexford County Council.

Tenderers must also provide the name, role, email address and telephone number of a client referee for each reference contract/project. The Contracting Authority reserves the right to contact referees to verify the information provided.

Only the first three reference contracts/projects submitted will be assessed. Any additional examples submitted will not be evaluated.

Where a Tenderer relies on the experience of another entity, including a subcontractor, consortium member or parent company, this must be clearly stated. The Tenderer must identify the entity relied upon, explain the role it performed in the reference contract/project, and confirm the role it will have in the delivery of the services under this Framework Agreement.

Please note only the first three examples submitted will be evaluated.

Health and 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. Tenderers are required to provide responses in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search.

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with/met and their approach to the proposed delivery of the services. A mere affirmative statement by the Tenderer that it can/will do so, or a reiteration of the tender requirements is **NOT** sufficient in this regard.

The contract/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 Required Marks
Cost	30%	3,000	N/A
Description	Tenderers are required to outline their cost proposal by completing and signing the Form of Tender and providing a detailed breakdown of their costs in the Pricing Schedule. The pricing submitted must include all costs associated with the delivery of the services, including but not limited to inspection delivery, administration, account management, reporting, correspondence, software, devices, travel, subsistence, telephone, postage, overheads and profit.		
Criterion B	Weighting	Maximum Marks	Minimum Marks – 60%
Method Statement for Execution of RTB Inspection Services, including Sample RTB Survey Reports	25%	2,500	1,500
Description	Tenderers are required to provide a detailed method statement setting out how they propose to deliver the RTB inspection services required under the contract. The method statement should demonstrate a clear understanding of the statutory, operational, administrative, data management and reporting requirements associated with the inspection of private rented dwellings under the Housing (Standards for Rented Houses) Regulations 2019. Tenderers should address, as a minimum, the following: proposed approach to reviewing, cleansing and managing RTB data provided by Wexford County Council		

	• process for identifying properties for inspection and avoiding duplication with properties inspected or scheduled for inspection by the Council • approach to contacting landlords, agents and tenants • procedure for arranging inspections and managing access • inspection methodology, including how compliance with the Housing (Standards for Rented Houses) Regulations 2019 will be assessed • process for recording findings, photographs and supporting evidence • approach to identifying, recording and escalating serious or urgent breaches • process for issuing notification letters, improvement letters and other correspondence • approach to managing re-inspections, follow-up actions and unresolved non-compliances • approach to dealing with landlord, tenant and agent queries • proposed systems, software, devices and data security arrangements • approach to data protection, confidentiality and secure handling of RTB and inspection data • approach to managing risks to delivery, including access issues, volume fluctuations, statutory/enforcement risks and data management risks. Tenderers are also required to submit sample RTB survey / inspection report outputs as part of their response to this criterion. These should include, as a minimum: • one sample Individual Property Report • one sample Portfolio Report • one sample Portfolio Element Report. The reports may be based on previous work completed by the Tenderer or may be sample / anonymised reports prepared for the purpose of this tender. Where reports are based on previous work, all personal data and client-identifying information must be removed or redacted. The sample reports should demonstrate the Tenderer's ability to prepare clear, accurate and useful inspection outputs suitable for use by Wexford County Council in monitoring compliance, managing follow-up action and supporting enforcement where required. In evaluating this criterion, the Contracting Authority will have regard to the extent to which the Tenderer demonstrates: • a clear, practical and robust methodology for delivering the required services • a strong understanding of the Housing (Standards for Rented Houses) Regulations 2019 and local authority inspection requirements • an effective process for managing inspections from data receipt through to reporting and close-out
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	• appropriate arrangements for handling correspondence, re-inspections and urgent matters • secure and compliant arrangements for managing personal data • a well-considered approach to risk management and service continuity • clear, accurate and well-structured sample reporting outputs • appropriate linkage between inspection findings and regulatory requirements • suitability of sample reports for landlord correspondence, follow-up action, contract monitoring and enforcement support • effective use of photographs and supporting evidence • ability to provide meaningful property-level and portfolio-level management information.		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 60%
Technical Merit of the Teams/Resources	20%	2,000	1,200
Description	Tenderers are required to provide details of the team and resources proposed for delivery of the contract. Tenderers should demonstrate that the proposed team has the necessary capacity, competence, experience and availability to deliver the required volume of inspections within the required timeframe. Tenderers should address, as a minimum, the following: • details of the proposed Account Manager and their role in managing the contract • details of proposed inspectors and any administrative or technical support staff • qualifications, training, professional background and relevant experience of proposed personnel • experience of proposed personnel in private rented inspections, housing standards inspections, building condition inspections, compliance inspections or similar services • knowledge of the Housing (Standards for Rented Houses) Regulations 2019 • availability and capacity of the proposed team to meet monthly inspection targets • proposed allocation of roles and responsibilities • arrangements for supervision, quality review and sign-off of inspection outputs • arrangements for covering staff absence, workload peaks or increased inspection volumes • training and continuing professional development arrangements • resources, systems, equipment and devices available to the team • arrangements for ensuring continuity of service throughout the contract period.		

	In evaluating this criterion, the Contracting Authority will have regard to the extent to which the Tenderer demonstrates: • an appropriately qualified and experienced team • sufficient resources and capacity to deliver the required inspection volumes • clear allocation of roles and responsibilities • strong contract management and supervision arrangements • appropriate technical knowledge of housing standards and inspection requirements • robust arrangements for service continuity and cover • availability of suitable systems, equipment and administrative support.		
Criterion D	Weighting	Maximum Marks	Minimum Marks – 60%
Programme for Delivery of RTB Surveys	15%	1,500	900
Description	Tenderers are required to provide a detailed programme for the delivery of the RTB survey / inspection services required under the contract. The programme should demonstrate how the Tenderer will plan, sequence, manage and complete the required volume of inspections within the initial 12-month contract period, including first inspections, second / subsequent inspections, reporting and close-out activities. Tenderers should address, as a minimum, the following: • proposed mobilisation period following contract award • proposed start date for inspections following receipt of the RTB dataset and any required information from Wexford County Council • proposed monthly inspection targets • proposed sequencing of first inspections and re-inspections • proposed approach to managing inspection volumes across the 12-month period • proposed process for prioritising inspections, including any urgent or high-risk properties • proposed lead-in periods for landlord, agent and tenant notification • proposed timescales for issuing inspection outcome letters and improvement letters • proposed timescales for re-inspections following expiry of compliance periods • proposed reporting dates for monthly reports and quarterly return information • key milestones and dependencies • assumptions underpinning the programme • contingency arrangements where access cannot be obtained, volumes fluctuate or targets are at risk • approach to monitoring progress against programme and reporting delays or risks to Wexford County Council. Tenderers should include a clear programme, schedule or timeline showing how the services will be delivered over the initial 12-month period.		

	In evaluating this criterion, the Contracting Authority will have regard to the extent to which the Tenderer demonstrates: • a realistic and achievable programme for delivering the required inspections within the 12-month period • clear monthly targets and milestones • an effective approach to mobilisation and commencement of inspections • a practical sequencing of first inspections, follow-up actions and re-inspections • clear understanding of the timeframes associated with landlord/tenant notification, compliance periods and re-inspections • ability to manage peaks in workload and changing volumes • strong arrangements for monitoring progress and addressing delays • appropriate contingency planning to ensure continuity of service • alignment between the proposed programme, methodology and available team resources.		
Criterion E	Weighting	Maximum Marks	Minimum Required Marks
Environmental Consideration	5%	500	300
Description	Tenderers are required to describe the environmental measures they will apply in the delivery of the services. The response should be proportionate to the nature of the contract and should focus on practical measures that will reduce the environmental impact of delivering the inspection service. Tenderers should address, as applicable: • approach to route planning and scheduling inspections to minimise unnecessary travel • use of digital inspection records, electronic correspondence and electronic reporting to reduce paper usage • measures to minimise printing, postage and hard-copy file generation • use of fuel-efficient, hybrid, electric or low-emission vehicles, where available • approach to remote meetings with Wexford County Council where appropriate • reuse and responsible management of electronic devices and equipment • internal environmental policies, procedures or staff guidance relevant to the delivery of the contract • proposed monitoring or reporting of environmental measures during contract delivery.		

	In evaluating this criterion, the Contracting Authority will have regard to the extent to which the Tenderer demonstrates: • practical and relevant environmental measures directly linked to the delivery of the inspection services • credible proposals to reduce travel-related emissions • effective use of digital systems to reduce paper and postage • a realistic approach to minimising the environmental impact of contract administration • measures that are specific, measurable and capable of being implemented during the contract period.		
Criterion F	Weighting	Maximum Marks	Minimum Marks Required
Quality, Reporting and Contract Management	5%	500	300
Description	Tenderers are required to describe their approach to quality assurance, contract management, performance monitoring and reporting. Tenderers should address, as a minimum, the following: • proposed contract management structure • role of the Account Manager • internal quality assurance checks on inspection records, correspondence and reports • approach to ensuring consistency between inspectors • process for monitoring performance against monthly inspection targets • approach to managing queries, complaints and escalations • approach to monthly reporting and provision of quarterly and annual return information • proposed KPIs and performance monitoring arrangements • approach to continuous improvement during the contract period. In evaluating this criterion, the Contracting Authority will have regard to the extent to which the Tenderer demonstrates: • robust quality assurance arrangements • clear contract management and escalation procedures • effective reporting and performance monitoring processes • ability to provide accurate and timely monthly and quarterly/annual information • practical arrangements for ensuring consistency, accuracy and service improvement throughout the contract period.		

NOTE 1: 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 2: Tenders must achieve a minimum mark of 60% in the qualitative criteria B to F as set out above.

NOTE 3: Tie-Break Rules: Where there is a tie-break, the economic operator with the highest quality score will be awarded the tender. In a case where the overall qualitative scores are identical the economic operator with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

5.1 Methodology for Calculating Scoring of Qualitative Criteria

Scoring Range	Description
90 - 100%	Excellent response with very few or no weaknesses and exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Applicant will deliver to an excellent standard.
80% - <90%	A very good response that demonstrates real understanding and fully meets the requirements and significant assurance that the Applicant will deliver to a very high standard.
70% - <80%	A good response that demonstrates appropriate understanding and fully meets the requirements and appropriate assurance that the Applicant will deliver to high standard.
60% - <70%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard.
Below 60%	Less than 60% is unacceptable and considered ineligible from further consideration.

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

5.2 Methodology for Calculating the Cost Score

Tenderers that have not achieved the required minimum qualifying marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the cost score (as per the formula set out below) of the tenderers that have achieved the minimum qualifying marks.

The Tender that offers the lowest tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the following formula:

$\text{Cost Score} = \frac{\text{Lowest Tendered Cost}}{\text{Tendered Cost under evaluation}} \times \frac{\text{Maximum Marks Available}}{100}$

5.3 Clarification / Verification Meetings

Award of contract/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.

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.

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

5.4 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.

6. Instructions to Tenderers

6.1 Submission of Tenders

Tenders must be submitted via the electronic post-box facility available on www.etenders.gov.ie only.

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

Tenders must be submitted in English.

Tender responses where possible should be uploaded as a single PDF document. Where excess size does not permit the uploading of a single document, tenderers may split their response into two or more documents as follows;

1. Tender Response Document (TRD);
2. Appendices Document;
3. Additional Information Document;

All documents uploaded must be clearly titled and referenced accordingly in the Tender Response Document.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

To submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting, tenderers can still modify and re-send their response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

6.2 Closing date for Tenders

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

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

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

6.4 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.

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

6.5 Tender Validity Period

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

6.6 Discrepancies between documents

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

6.7 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.

6.8 Collusive Tendering

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

6.9 Confidentiality

The distribution of the tender documents is for the sole purpose of replying to this RFT only. The distribution does not grant permission or licence to use the documents for any other purpose. They may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority Tenderers or any third parties (including subcontractors) engaged or consulted by the Tenderer are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

6.10 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.

6.11 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.

6.12 Freedom of Information Acts & Access to Information on the Environmental Regulations

All responses to this Call for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this call for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

6.13 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 Call 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 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.

6.14 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract/framework 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.

6.15 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. Where a discrepancy arises between any figures 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.

6.16 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 which will contain the following information – name of successful tenderer designate, the applicable standstill period; scores of tenderer in question and that of successful tender; features and characteristics of successful tender where they scored higher marks in specific criteria. In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

6.17 Services Contract

Tenderers should note the terms and conditions of the Services Contract.

Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract. Tenderers may not amend the Services Contract.

6.18 Return of Signed Contracts

The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority by the date specified (or no later than seven (7) calendar days where no date is specified) from the date notified in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract.

Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified above then the Contracting Authority may proceed to award the Services Contract to the next highest ranked Tenderer in accordance with above.

6.19 Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.20 Interference and Inducement to Purchase

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

6.21 Right Not to Award

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

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.22 Award Notices

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

6.23 Policy on Personal Debriefings

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

6.24 Copyright

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

6.25 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such

cases it should be understood that the reference in question is accompanied by the words "or equivalent".

6.26 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

6.27 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

7. General Information Relevant to Successful Tenderers

7.1 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.

7.2 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).

7.3 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Environmental Legislation, 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.

7.4 Late Payment

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

7.5 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 call 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.

7.6 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 fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.