



## CALL FOR TENDER

### Single – Party Framework Agreement

**The Establishment of a Single Party Framework Agreement for Concession to Organise and Operate Ice-Skating Events in Fingal County Council's Administrative Area  
With an Initial Contract of Four months  
FCC/069/26.F**

|                                            |                                                                                                |
|--------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Procedure:</b>                          | Open Procedure - OJEU                                                                          |
| <b>Issue Date</b>                          | As per eTenders notice                                                                         |
| <b>Closing Date for Queries</b>            | As per eTenders notice                                                                         |
| <b>Closing Date for Tender Submissions</b> | As per eTenders notice                                                                         |
| <b>Contact for Queries</b>                 | Questions and Answers facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> |
| <b>Format for submission of tenders</b>    | Tender Post-box facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a>       |

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](http://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

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

Fingal County Council is the Local Authority for the administrative county of Fingal. Fingal is located to the north of Dublin City and is also bordered by South County Dublin, Meath and Kildare, and to the east by the Irish Sea. The county covers an area of c. 448 sq. km. Fingal has a population of 329,218 making it the third most populous local authority area in the country. Fingal's significant economic advantages include Dublin Airport, fast access to Dublin Port, rail, road, power and telecommunications infrastructure and the availability of serviced and un-serviced land for development.

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.

Fingal County Council has long recognised the importance of the arts in helping to develop healthy and vibrant communities, in a rapidly changing and increasingly diverse Fingal.

To support this work, Fingal County Council invites tenders for the provision of arts services to support its cultural development objectives. The successful tenderer will work with the Arts Office to manage and deliver innovative, inclusive, and high-quality arts initiatives over a two-year period.

Further information is available at our:

Corporate website [www.fingal.ie/Arts](http://www.fingal.ie/Arts) and [www.FingalArts.ie](http://www.FingalArts.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**

Fingal 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, Fingal 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 Fingal 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 Type of Framework**

The Contracting Authority proposes to engage in a competitive process for the establishment of a Single Party Framework Agreement. A framework agreement is a means of establishing the overall terms and conditions under which, for a specified duration, individual contracts may or may not be awarded.

This competition relates to the establishment of a Single Party Framework Agreement with one economic operator. Following establishment of the Framework Agreement, that economic operator may be considered for contracts within the scope of the Framework Agreement. For the avoidance of doubt, Fingal County Council is not obliged to award any future contracts under the Framework Agreement.

### **2.2 Scope of Requirements under the Framework**

The objective of this competition is to establish a Single Party Framework Agreement for a period of four years for the concession to organise and operate ice-skating events in Fingal County Council's administrative area.

The purpose of the Framework Agreement is to appoint a suitably qualified ice rink service provider to organise and operate ice-skating events in Fingal County Council's administrative area for a seasonal period of approximately four months annually, anticipated to run from November to February and to include approximately 80 operational days per season.

The Council's objective is to secure a partner to promote, organise and operate the ice rink event in accordance with the requirements and conditions specified by Fingal County Council's Operations Department.

The ice rink must provide accessible and inclusive elements, ensuring that persons of all abilities have an opportunity to participate in and enjoy the event.

### **Background & Introduction to Location**

Millennium Park comprises approximately 24.4 hectares / 60 acres of parkland immediately adjacent to Blanchardstown Town Centre, Fingal County Council Offices at Grove Road, Blanchardstown Library, Draíocht Arts Centre, and nearby residential areas including Blakestown, Clonsilla, Coolmine and Blanchardstown.

Millennium Park was awarded its first Green Flag in 2015 and has retained Green Flag status each year since. The development of Millennium Park is an ongoing process, as Fingal County Council strives to achieve a high-quality park for its residents and visitors.

Millennium Park is located in a strategic location beside two schools, the County Council building and Coolmine Sports and Leisure Centre, and provides pedestrian access to Blanchardstown Centre. There is a car park on the southern side of the park, close to the playground and other amenities. The path layout inherited from the 19th century has been preserved.

Millennium Park has a designated area on the northern side of the park to cater for large events. This will be the location for the ice rink set-up, with the aim of providing a fun and healthy activity for all ages during the winter season. The events area is accessed by pedestrians via the existing park entrances along Blanchardstown Road South.

### **Scope of Initial Contract**

The initial contract is for the concession to organise and operate an ice-skating event in Millennium Park, Dublin 15. It is anticipated that the initial contract will operate for a period of approximately four months, from November 2026 to February 2027.

The ice rink is permitted to operate between 8.00am and 10.00pm, or such other hours as may be agreed in advance with Fingal County Council's Operations Department.

The successful concessionaire will be responsible for the completion of all relevant checklists and the provision of photographs to record the preparation, maintenance, operation and reinstatement of the ice rink site location, as required by Fingal County Council.

The successful concessionaire will be required to submit proposals in relation to the event creation, site layout and event operation for the annual period from November to February. The services shall include, but are not limited to, the following:

- Promotion, marketing, operation and organisation of the ice rink in Millennium Park
- Project management and co-ordination of the day-to-day operations associated with running the ice rink
- Ensuring that appropriate security measures are in place and that all equipment complies with applicable EU safety standards and any other relevant statutory requirements
- Installation and removal of all structures, equipment and other elements associated with the event
- Reinstatement of parkland where required due to damage and/or impact caused by the event or any associated works, including reinstatement of grass, park entrances, access areas, signage and other affected areas
- Immediate action to resolve issues identified by Fingal County Council's Operations Department in order to ensure the continued safety of all park users, including issues relating to trip hazards, ground conditions and other safety concerns and
- Any other related services reasonably required by the Contracting Authority

### **Project Management**

Project management of the ice rink shall be carried out in full compliance with all relevant legislation and regulations, including but not limited to legislation relating to safety, health and welfare at work, construction safety and event safety management.

The site preparation and layout of the ice rink shall be agreed with Fingal County Council's Operations Department prior to any works commencing on site. Any site investigation works identified during the event shall be the responsibility of the concessionaire and shall be subject to the prior approval of Fingal County Council.

The subject matter of this competition constitutes a service concession, as the successful economic operator will be remunerated for the delivery of the required services through sales to members of the public. Tenderers are reminded that the economic risk inherent in the delivery of the required service will rest fully with the successful concessionaire. Fingal County Council gives no guarantee, express or implied, as to the commercial viability or profitability of the proposed concession.

The successful concessionaire will be required to pay a financial contribution to the Contracting Authority for the right to operate the service concession. Full details of the financial contribution requirements are set out under the award criteria.

### **Effective Contract Management**

The following requirements are to be agreed with Fingal County Council prior to the commencement of the ice rink installation. These items are to be included in the Event Management Plan:

- Agree hours of operation
- Liaison arrangements with local operational staff in relation to access arrangements, day-to-day management of the site, litter control and security arrangements
- A detailed site layout plan and location plan showing all vehicles, attractions, catering, public conveniences and other facilities for the duration of the event
- Measures to ensure that the ice rink does not interfere with or reduce the public's enjoyment of the park and associated open spaces, whether or not they are attending the ice-skating event
- Measures to ensure that the event complements and expands public appreciation of Millennium Park and the amenities available to park users
- Arrangements for a site meeting with the Administrative Officer, Executive Parks & Landscape Officer, Area Inspector and the successful concessionaire prior to the commencement of any works on site
- Details of compliance with the Parks Bye-Laws and any other applicable requirements

The successful applicant will be appointed as PSCS for the project. The successful applicant shall comply with all statutory obligations associated with that role and shall liaise with the PSDP, where applicable, in the preparation and implementation of the site-specific construction stage health and safety plan.

For the avoidance of doubt, Fingal County Council is not obliged to award any future contracts under the Framework Agreement.

### **Concession Management Brief and Conditions of Operation**

The successful operator/concessionaire will be responsible for complying with the following requirements. Failure to comply with these requirements may result in the issue of a written warning. The issue must be rectified within the timeframe specified by Fingal County Council, having regard to the nature and seriousness of the issue.

### **Health, Safety and Proficiency:**

The successful operator/concessionaire shall be responsible for:

- Ensuring that HSE registration is complete and in date for any food offerings, where food is proposed as part of the event
- Providing Health and Safety Statements in compliance with the requirements of the Health and Safety Authority
- Complying with all applicable building, health and safety, fire safety and food hygiene legislation, including relevant Portable Appliance Testing requirements
- Ensuring that all staff involved in the operation of the event are appropriately employed, trained and supervised to ensure the delivery of excellent customer service at all times
- Responding to any instruction or call-out from Fingal County Council within a maximum period of one working day, unless a shorter response period is required having regard to health, safety or operational requirements.

### **Environment & Litter Management:**

The successful operator/concessionaire shall be responsible for:

- Submitting a suitable Environmental Management Plan for the duration of the event, setting out proposed mitigation measures in respect of pollutants, including noise, air emissions and any other relevant environmental impacts
- Including details on mitigation of any risk of contaminants leaching to groundwater caused by ice melt or associated event operations
- Ensuring the use of environmentally friendly and/or recycled packaging within the event space

- Providing appropriate litter bins to accommodate recycling, compostable and general waste
- Providing at least four additional litter receptacles
- Collecting all litter within a 50-metre radius of the event area after each operating day/event
- Ensuring that all bins are maintained appropriately, emptied at the end of each operating day and disposed of by environmentally responsible means in line with Fingal County Council regulations and waste management plans.

Failure by the concessionaire to comply with these requirements may result in cancellation of the concession, without refund of the fee paid to the Council.

### **Signage and Equipment Compliance**

The successful operator/concessionaire shall be responsible for:

- Providing a signage layout plan showing all necessary signage and equipment locations for the event area
- Providing and safely operating, where required, a suitable generator or alternative power supply to facilitate the event. No gas-operated generators gas cylinders or petrol generators will be permitted
- Maintaining all equipment operating within the event area
- Ensuring that no makeshift or aesthetically unsuitable structures or units are used
- Putting in place suitable ground protection measures, including ground mats and/or trackway, to protect existing grassed areas during set-up, operation and removal of the event area.

### **Monetary and Operational Security**

The successful operator/concessionaire shall be responsible for:

- Payment of commercial rates and all relevant franchise, licensing or associated fees
- Ensuring that all required levels of insurance are in place and that all vehicles and equipment entering the park during the event are appropriately insured
- Secure physical storage and safekeeping of stock and cash
- Ensuring that no tobacco or alcohol products are sold within the event area
- Compliance with Fingal County Council's security requirements as and when instructed.

## **2.3 The Initial Contract:**

The initial contract will be for the first seasonal operating period, as set out in Section 2.2 above. Subsequent contracts may be awarded under the Framework Agreement at Fingal County Council's discretion, subject to the terms and conditions of the Framework Agreement and the requirements of the Contracting Authority.

## **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 member of the framework agreement in accordance with the scope and rules of operation outlined in this Call for Tender.

## **2.5 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 Agreement and any contract awarded under it.

The nominated Contract Manager shall have sufficient authority to deal with all matters relating to the operation and management of the ice-skating event and shall be responsible for ensuring the satisfactory delivery of the services required.

The duties of the Contract Manager shall include, but are not limited to, the following:

- Overall responsibility for maintaining an effective working relationship with the Contracting Authority
- Acting as the primary point of contact for Fingal County Council before, during and after each operating season
- Liaising with Fingal County Council's Operations Department, Parks staff and any other relevant Council personnel in relation to site access, set-up, operation, health and safety, litter management, security, reinstatement and removal from site
- Providing regular reports on performance, attendance numbers, incidents, complaints, health and safety matters, accessibility measures, community engagement, environmental management and any other matters agreed with the Contracting Authority
- Attending meetings as and when required by the Contracting Authority to review event planning, operational performance, issues arising and post-event/site reinstatement matters
- Ensuring that all issues, incidents, complaints or concerns are recorded, escalated where appropriate and resolved within agreed timeframes
- Ensuring that sufficient suitably trained staff are available at all times during set-up, operation, breakdown and reinstatement
- Ensuring compliance with the Event Management Plan, Environmental Management Plan, Health and Safety Plan, traffic/access arrangements, agreed hours of operation, Parks Bye-Laws and any other requirements of the Contracting Authority
- Proactively engaging with the Contracting Authority to identify opportunities to improve the quality, safety, accessibility, environmental performance and overall visitor experience of the event
- Ensuring that all required licences, consents, insurances, certifications, risk assessments, method statements and statutory approvals are in place prior to commencement, where these are the responsibility of the concessionaire and
- Co-ordinating the timely reinstatement of the site following each operating season to the satisfaction of the Contracting Authority.

Tenderers should provide details of their proposed contract management arrangements, including:

- the name, role, qualifications and relevant experience of the proposed Contract Manager
- details of the wider management and operational team supporting the Contract Manager
- proposed communication and reporting arrangements with Fingal County Council
- proposed procedures for incident reporting, complaint handling, escalation and resolution
- proposed arrangements for managing health and safety, environmental management, accessibility, security, litter, crowd management and site reinstatement
- proposed arrangements for monitoring performance and ensuring continuous improvement over the duration of the Framework Agreement
- proposed response times for urgent and non-urgent issues raised by the Contracting Authority.

Tenderers should also provide a draft Service Level Agreement / Contract Management Plan for the operation of the concession, which should include, at a minimum:

- normal operating hours and key contact details
- out-of-hours and emergency contact arrangements
- response times for urgent health and safety, operational, environmental or reinstatement issues
- reporting frequency and report content
- complaint handling and escalation procedures
- incident reporting procedures
- arrangements for meetings with the Contracting Authority
- arrangements for managing changes to operating hours, site layout or event arrangements
- procedures for cancellation, curtailment or temporary closure of the event due to adverse weather, safety concerns, public health requirements or other operational issues
- arrangements for post-event review and site handover/reinstatement.

**Note:** The above Contract Management requirements are to be accounted for in the overall concession fee/tender submission.

## **2.6 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 single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

#### **3.2 Duration of the Framework Agreement**

The framework agreement will be for a 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.

It is anticipated that the initial contract will operate for a period of four (4) months.

#### **3.3 Estimated Value of the Concession**

It is envisaged that the value of the concession to the Contracting Authority over the life of the Framework Agreement, being four years, will be in the region of €320,000 to €500,000 excluding VAT.

Tenderers are required to submit a concession fee for the initial contract period. The concession fee tendered shall remain firm for the initial contract period.

Where additional contracts are awarded under the Framework Agreement, the concession fee payable shall be based on the tendered concession fee, subject to annual indexation by reference to the Consumer Price Index, or such other index as may be specified in the contract documents.

The successful tenderer will be required to pay 50% of the concession fee on confirmation of the award of the contract. The balance of the concession fee shall become payable four weeks after the opening of the venue to the public.

All fees quoted shall be exclusive of VAT.

For the avoidance of doubt, Fingal County Council gives no guarantee, express or implied, as to the commercial viability or profitability of the concession. The economic and operational risk associated with the concession shall rest with the successful concessionaire.

#### **3.4 Awarding Contracts under the Framework Agreement**

In the case of a single-operator framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

#### **3.5 Right to Tender outside of the Framework**

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member[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 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.

#### **3.7 Award to Runner Up**

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; 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.

### **3.8 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>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.</p> <p>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.</p> |
| Legal Compliance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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.

Complete the Declaration on Article 5k regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine as contained in the Tender Response Document.

## Financial

|                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tax</b>                                                                                                                                                                                                                                                                                                                                                                                    | Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.                                                                                                                                                                                                                                  |
| <b>Turnover</b>                                                                                                                                                                                                                                                                                                                                                                               | Confirmation that the tenderer / all parties associated with the tenderer have generated a minimum annual turnover of €300,000 for each of the three immediately preceding financial years or pro-rata if more recently established.<br><br>Audited financial statements must be provided upon request for each year, which must include an unqualified audit report on these financial statements. |
| <b>Insurance</b>                                                                                                                                                                                                                                                                                                                                                                              | Confirmation of the following insurances being in place: <ul style="list-style-type: none"> <li>• Employer's Liability - €13 million</li> <li>• Public Liability - €6.5 million</li> </ul>                                                                                                                                                                                                          |
| 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.<br><br>The Contractor shall be responsible and take due precautions for the safety and custody of any plant / equipment / materials required for the delivery of the supplies on the Client's premises. |                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Bond</b>                                                                                                                                                                                                                                                                                                                                                                                   | A refundable bond in the sum of €40k is also required to cover the costs of site reinstatement in the event of damage to the Millennium Park Site and/or other sites.                                                                                                                                                                                                                               |

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.
- Produce valid certificates of insurance.

### 4.3 Professional and Technical Ability

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.

## Previous Experience

Tenderers must provide two (2) examples of the successful delivery of contracts or concessions of a similar scale and nature to the requirements set out in this RFT. The examples must relate to

contracts or concessions undertaken within the last five (5) years preceding the date of publication of this RFT and must demonstrate the tenderer's experience, capacity and ability to meet the requirements of the Contracting Authority.

Tenderers should provide detailed information in respect of each previous contract/concession example, including but not limited to the following:

- location of the event
- duration and timeframe involved, including whether the event was seasonal or operated year-round
- nature and scale of the event
- number of staff employed
- details of any ancillary traders, vendors or attractions involved
- marketing and promotional strategy
- visitor numbers
- accessibility measures incorporated into the event
- arrangements for engagement with local community groups
- environmental, litter management and site reinstatement measures
- details of the tenderer's role and responsibilities in the promotion, organisation and operation of the event.

At least one of the two examples submitted must relate to a contract or concession where the tenderer promoted, organised and operated an ice-skating event for a minimum period of three months.

Tenderers must provide sufficient information to allow the Contracting Authority to assess the relevance and similarity of the previous contract/concession examples to the services required under this RFT.

Tenderers are required to provide this information in the format set out in the Tender Response Document.

Please note that only the first two (2) examples submitted will be read and evaluated.

**References:** Tenderers must provide the contact details of two (2) clients who may be contacted by the Contracting Authority on a confidential basis to confirm satisfactory delivery of the previous contracts/concessions submitted.

Details should include the client organisation name, contact person, address, email address and telephone number. Tenderers are required to provide this information in the format set out in the Tender Response Document.

Please note that only the first two (2) client references submitted will be read and evaluated.

## **Health and Safety**

Tenderers must provide information which demonstrates the 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.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Criteria                                              | Weighting  | Maximum Score | Minimum Score Required |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|------------|---------------|------------------------|
| <b>A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Concession Fee</b>                                 | <b>40%</b> | <b>4,000</b>  | <b>N/A</b>             |
| <p>Tenderers are required to submit a concession fee payable to Fingal County Council for the right to organise and operate the ice-skating event.</p> <p>The concession fee tendered shall be exclusive of VAT and shall apply to the initial contract period. Tenderers should clearly state the total concession fee proposed for the initial contract period and confirm that the fee includes all costs, risks and obligations associated with the operation of the concession.</p> <p>The successful tenderer will be required to pay 50% of the concession fee on confirmation of the award of the contract. The balance of the concession fee shall become payable four weeks after the opening of the venue to the public.</p> <p>The highest concession fee submitted will receive the maximum score available under this criterion. Lower concession fees will be scored proportionately by reference to the highest concession fee submitted.</p> <p>For the avoidance of doubt, Fingal County Council gives no guarantee, express or implied, as to the commercial viability or profitability of the concession. The economic and operational risk associated with the concession shall rest with the successful concessionaire.</p> |                                                       |            |               |                        |
| <b>B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Percentage Discount / Community Value Offering</b> | <b>10%</b> | <b>1,000</b>  | <b>N/A</b>             |
| <p>Tenderers are required to submit details of the percentage discounts and community value offering proposed for the duration of the contract.</p> <p>Tenderers should provide details of the discounts and value options to be made available to the public, including but not limited to:</p> <ul style="list-style-type: none"> <li>• school groups</li> <li>• community groups</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                       |            |               |                        |

- sports clubs
- youth groups
- families
- students
- persons with disabilities or reduced mobility
- off-peak users
- advance/early-bird bookings
- any other targeted discount or value offering proposed.

Tenderers should clearly state the proposed discount percentage or discounted price applicable to each category, together with any terms, restrictions or conditions that will apply.

Tenderers should also provide details of any complimentary tickets, private hire sessions, charity/community allocations, local partnership arrangements or other in-kind benefits proposed.

Marks will be awarded having regard to the extent, value, accessibility and practicality of the proposed discounts and community value offering, including the extent to which the proposal supports affordability, inclusion and participation by local schools, community groups and price-sensitive users.

A page limit of 2 A4 pages applies to this criterion. No supporting documentation is allowed.

| <b>C</b> | <b>Quality of Event and Offering to the Public</b> | <b>15%</b> | <b>1,500</b> | <b>900</b> |
|----------|----------------------------------------------------|------------|--------------|------------|
|----------|----------------------------------------------------|------------|--------------|------------|

Tenderers are required to provide a detailed proposal for the quality of the ice-skating event and the overall visitor experience to be delivered.

The response should include, but is not limited to, details of the following:

- the proposed ice rink, including size, type of ice surface, layout, capacity and key technical features
- the quality, appearance and suitability of all temporary structures, units, signage, lighting, theming and associated facilities
- the overall visitor experience, including atmosphere, music, lighting, theming, events, entertainment and seasonal features
- customer service arrangements, including queue management, booking systems, ticketing, customer information and on-site support
- accessibility and inclusion measures, including arrangements for wheelchair users, persons with reduced mobility, sensory-friendly sessions and users with additional needs
- proposals for schools, community groups, families and other local users
- proposed marketing and promotional strategy for the event
- arrangements for managing visitor numbers, peak/off-peak attendance and customer flow
- quality assurance arrangements to ensure that the event is delivered to a consistently high standard throughout the operating period
- how the event will complement Millennium Park and enhance public appreciation and enjoyment of the park and its amenities.

Higher marks will be awarded to tenderers who demonstrate a high-quality, attractive, accessible and inclusive event offering, supported by clear and practical proposals for customer experience, community engagement, event presentation and public participation.

A page limit of 4 A4 pages applies to this criterion. No supporting documentation is allowed.

| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Contract Management,<br>Communications and Health & Safety | 10% | 1,000 | 600   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----|-------|-------|
| <p>Tenderers are required to provide details of their proposed contract management, communication and health and safety arrangements for the delivery of the concession.</p> <p>The response should include, but is not limited to, details of the following:</p> <ul style="list-style-type: none"> <li>the proposed Contract Manager and key personnel, including roles, responsibilities, qualifications and relevant experience</li> <li>the proposed management structure for the set-up, operation, breakdown and reinstatement of the event</li> <li>communication and reporting arrangements with Fingal County Council before, during and after the operating period</li> <li>arrangements for liaison with Fingal County Council's Operations Department, Parks staff and any other relevant Council personnel</li> <li>arrangements for dealing with complaints, incidents, disputes, emergencies and escalation of issues</li> <li>proposed reporting on attendance, incidents, complaints, accessibility, health and safety, environmental matters and site reinstatement</li> <li>health and safety management arrangements, including risk assessments, method statements, construction stage health and safety planning, event safety management and compliance with statutory requirements</li> <li>arrangements for the role of PSCS and liaison with the PSDP, where applicable</li> <li>crowd management, public safety, security and emergency response arrangements</li> <li>staff training, supervision and competency</li> <li>arrangements for ensuring that all required licences, consents, insurances, certifications and statutory approvals are in place prior to commencement</li> <li>proposed Service Level Agreement / Contract Management Plan, including response times for urgent and non-urgent matters.</li> </ul> <p>Higher marks will be awarded to tenderers who demonstrate robust and well-structured contract management arrangements, clear lines of communication, strong health and safety controls, appropriate escalation procedures and effective arrangements for managing all operational risks associated with the event.</p> <p>A page limit of 4 A4 pages applies to this criterion. No supporting documentation is allowed.</p> |                                                            |     |       |       |
| E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Methodology, Logistics and Programme                       | 20% | 2,000 | 1,200 |
| <p>Tenderers are required to provide a detailed methodology and programme for the delivery of the ice-skating event, including set-up, operation, breakdown and reinstatement.</p> <p>The response should include, but is not limited to, details of the following:</p> <ul style="list-style-type: none"> <li>proposed methodology for site preparation, installation, operation, dismantling and removal of the ice rink and all associated structures and facilities</li> <li>proposed programme, including key dates, milestones, mobilisation period, installation period, testing/commissioning, opening date, operating period, breakdown and reinstatement</li> <li>a Gantt chart showing the proposed programme and key dependencies</li> <li>Communications process, liaison and reporting structure i.e. the team who will be put in place, and the roles and responsibilities allocated to ensure delivery of service.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                            |     |       |       |

- Performance measurement and management i.e. Qualifications, necessary training certs, credentials and CV's for managerial staff
- site layout proposals, including the location of the rink, temporary structures, access routes, queues, ticketing, toilets, catering/vendors, storage, generators/power supply, emergency access and public circulation
- access and traffic arrangements for fit-out, deliveries, operation, breakdown and removal from site
- arrangements for protecting park infrastructure, grassed areas, paths, entrances, landscaping and other amenities
- proposed staffing and resource arrangements for each stage of delivery
- equipment testing, certification and inspection arrangements
- arrangements for maintaining the ice rink and associated facilities throughout the operating period
- reinstatement proposals to return the site to the condition required by Fingal County Council
- contingency arrangements for adverse weather, equipment failure, operational disruption or other events that may affect delivery.

Higher marks will be awarded to tenderers who provide a clear, practical and well-considered methodology and programme, demonstrating a strong understanding of the site, the logistical requirements of the event, the protection of Millennium Park and the importance of timely delivery and reinstatement.

A page limit of 4 A4 pages applies to this criterion. The Gantt chart can be provided separately.

| <b>F</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Environmental Considerations</b> | <b>5%</b> | <b>500</b> | <b>300</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------|------------|------------|
| <p>Tenderers are required to provide details of the environmental measures proposed for the set-up, operation, breakdown and reinstatement of the event.</p> <p>The response should include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• measures to mitigate noise, air emissions, dust and other pollutants</li> <li>• power/generator arrangements and measures to reduce energy use and emissions</li> <li>• water and ice melt management, including prevention of contamination or leaching to groundwater</li> <li>• waste and litter management arrangements</li> <li>• use of recyclable, reusable or environmentally friendly materials</li> <li>• protection of grassed areas, trees, paths and park infrastructure</li> <li>• site reinstatement following the event.</li> </ul> <p>Higher marks will be awarded for clear, practical and site-specific proposals that minimise environmental impact and protect Millennium Park throughout the event.</p> <p>A page limit of 4 A4 pages applies to this criterion. No supporting documentation is allowed.</p> |                                     |           |            |            |

#### **Notes:**

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.

Tenders must achieve a minimum mark of 60% in the qualitative criteria C - F 5 as set out above

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 tender.

## 5.1 Methodology for Calculating Scoring of Qualitative Criteria

| Scoring Range        | Description                                                                                                                                                                                          |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>90 - 100%</b>     | 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. |
| <b>80% - &lt;90%</b> | 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.                        |
| <b>70% - &lt;80%</b> | A good response that demonstrates appropriate understanding and fully meets the requirements and appropriate assurance that the Applicant will deliver to high standard.                             |
| <b>60% - &lt;70%</b> | A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard.                                            |
| <b>Below 60%</b>     | 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:

|                   |   |                                                                             |   |                                                                         |
|-------------------|---|-----------------------------------------------------------------------------|---|-------------------------------------------------------------------------|
| <b>Cost Score</b> | = | $\frac{\text{Lowest Tendered Cost}}{\text{Tendered Cost under evaluation}}$ | x | $\frac{\text{Maximum Marks Available}}{\text{Maximum Marks Available}}$ |
|-------------------|---|-----------------------------------------------------------------------------|---|-------------------------------------------------------------------------|

### 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](http://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](http://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.

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)

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

|                              |                 |
|------------------------------|-----------------|
| The closing date for tenders | As per etenders |
|------------------------------|-----------------|

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](http://www.etenders.gov.ie), including any omissions which would prevent you from submitting a comprehensive tender. Please submit your query as soon as possible.

|                                |                                                                                                         |
|--------------------------------|---------------------------------------------------------------------------------------------------------|
| The closing date for queries   | As per etenders                                                                                         |
| Process for submitting queries | Via Questions and Answers facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> 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.

## 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.