

Request for Tender (RFT)

Title of Tender:	RFT for the provision of Asbestos Management Services for Peter McVerry Trust		
Description of Services:			
Peter McVerry Trust is seeking qualified tenders for the provision of asbestos management services.			
Contract Value:		€ 200,000	
Key Dates:			
Issue Date		Tuesday 14th July 2026	
Closing Date/Time for Queries		Friday 24th July 2026 at 17:30 PM	
Closing Date/Time for Tenders		Wednesday 19th August2026 at 17:30 PM	
Contact for Queries:			
Via www.etenders.gov.ie ONLY			
Format for submission of Tenders– use the Tender Response Documents provided ONLY and return via:			
VIA www.etenders.gov.ie ONLY			

1 OVERVIEW OF TENDER

- 1.1. Peter McVerry Trust (the “Contracting Authority”) invites tenders to this request for tenders from economic operators for the provision of Asbestos management services as described in Section 3 of this Request for Tenders (RFT).
- 1.2. In summary, the procurement being sought for the provision of Asbestos Management Services as specified in Section 3.
- 1.3. This public procurement competition will follow the open procedure under the European Union Regulations 2016 (Statutory Instrument 284 of 2016). If successful, any resulting contract will have a term 4 years
- 1.4. The Contracting Authority holds the right to extend the Term for an additional period (Contract

extension); with a maximum of One (1) possible 12 Months Contract extension , under the same terms and conditions, subject to the Contracting Authority's obligations at law.

- 1.5. The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some **€ 200,000** over the Term and any possible extensions. Tenderers must understand that this figure is an *estimate only* based on current and future expected usage.
- 1.6. The Contracting Authority promotes a policy of fair and equal participation by Small and Medium Enterprises (SMEs) in this competition. SMEs finding the scope beyond their technical or business capacity are encouraged, in line with paragraph 6.5, to explore collaboration possibilities with other SMEs or larger enterprises. Likewise, larger enterprises are encouraged, subject to paragraph 6.5, to find practical ways to include SMEs in their proposals, aiming to maximize the social and economic benefits of potential any Contracts arising from this competition. Particular attention will be given to those who emphasise both local and sustainable sourcing.

2 OVERVIEW OF CONTRACTING AUTHORITY

- 2.1 These Terms apply to the sale and purchase of the Goods or Services to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Purchaser hereby rejects any terms and conditions which may be provided by the Seller subsequent to the issue of the Purchase Order to the Seller.
- 2.2 Peter McVerry Trust (PMVT) is a national housing and homeless charity committed to reducing homelessness and the harm caused by substance misuse and social disadvantage. We provide low-threshold entry services, primarily to younger people and vulnerable adults with complex needs and offer pathways out of homelessness based upon the principles of the Housing First model.
- 2.3 Peter McVerry Trust's national headquarters are located in Dublin.

In 2026, the charity worked with over 12,000 children and adults and was active in 28 local authorities across Ireland.

We offer pragmatic, dignified responses to the needs of people engaging in drug misuse. At present, Peter McVerry Trust's Addiction and Recovery Services include a Drug Stabilisation and Recovery Service, a Residential Community Detox Service, and a Residential Drug-Free Aftercare Accommodation Service. Our [vision](#) is an Ireland that supports all those on the margins and upholds their rights to full inclusion in society.

Peter McVerry Trust Annual Reports: [Here](#)

3 OPERATIONAL AND REGULATORY STANDARDS

Several of the operational functions of Peter McVerry Trust have additional standards that must be met in order to run approved services. Peter McVerry Trust currently holds clinical governance approval from the HSE for its addiction services, and approval under Registration by Tusla Registration and Inspection Services for our residential childcare facilities. It also measures itself against Children First legislation.

In respect of homeless services Peter McVerry Trust is measured against the National Quality Standards Framework.

In respect of our activities as an Approved Housing Body Peter McVerry Trust operates under the regulatory framework of the Housing Regulator.

Our Learning Centres operate under the guidance of the Department of Education.

4 GOVERNANCE

Our Board of Directors comprises of nine directors with backgrounds in business, finance, risk, social inclusion, health and pastoral care. All directors are voluntary and receive no remuneration.

The board meets a minimum of six times per year and has a yearly AGM. It has overall responsibility to ensure that the governance of the organisation is in line with best practices and that all operational functions meet all requirements under current legislation, charitable and company law, regulatory compliance and health and safety standards.

There are currently eight committees that report directly to the Board of Directors on a regular basis. These are;

- Finance, Audit & Risk Committee
- Governance, Compliance & Nominations Committee
- People & Culture Committee
- Housing Assets & Capital Committee
- Safeguarding Committee
- Social Justice, Human Rights & Advocacy Committee
- Crisis Communication Committee
- Research & Services Committee

Further details can be found at the link below:

[Governance - Peter McVerry Trust](#)

5 REQUIREMENTS & SPECIFICATIONS

Tenderers must address each of the requirements in this Section of the RFT and submit a detailed description in each case which demonstrates how these requirements will be dealt with / met and their approach to the proposed delivery of the Services.

Using the TRD document please confirm the criteria below or give details where relevant and demonstrate you can deliver the services within an agreed time. 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.

5.1 Introduction

Peter McVerry Trust (PMVT) is a national housing and homeless charity committed to reducing homelessness and the harm caused by substance misuse and social disadvantage. We provide low-threshold entry services, primarily to younger people and vulnerable adults with complex needs and offer pathways out of homelessness based upon the principles of the Housing First model.

Our vision is an Ireland that supports all those on the margins and upholds their rights to full inclusion in society. In 2026, we worked with over 12,000 adults and children.

Peter McVerry Trust have a large variety of services that vary greatly in function and size.

5.2 Aims & Objectives of Procurement

1. To comply with statutory requirements and best practice guidelines for property management.
2. By understanding the volume of asbestos present in properties, PMVT can proactively manage and hold an up to date register of known asbestos within our stock while also giving the ability to put in place appropriate safeguards and plan for future safety works to manage the issue if and when required.
3. To support PMVT's commitment to high-quality service delivery.

5.3 Scope of Procurement

- The Management Asbestos Survey (MAS) is required to address the risks associated with the continued use of buildings potentially containing asbestos (i.e. during normal occupancy, activities, maintenance, and development). The purpose of the survey is to ensure, as far as reasonably practicable, that no one is harmed by the continued presence of asbestos during maintenance or other work. The survey will identify the presence, location and extent of known or presumed asbestos containing material (ACM) in the building which could be damaged or disturbed during normal occupancy, including foreseeable maintenance and installation.
- The MAS's may, if required and agreed with the Contracting Authority, involve minor intrusive work and disturbance. The survey findings, including any limitations, will be used by the Contractor to develop an asbestos register and an asbestos management plan for the Contracting Authority.
- Once asbestos is identified and recorded in the asbestos register, ongoing inspections are required to ensure asbestos-containing materials (ACMs) remain in a safe condition and that the information in the register stays accurate. Contractors should include the capacity to provide the essential periodic re-inspections.

5.4 Provision of Management Asbestos Surveys (MAS)

- MASs must locate and identify the Asbestos Containing Materials (ACMs) that could be damaged or disturbed by normal activities, foreseeable maintenance, or the installation of new equipment. The surveys will involve minor intrusion and minor asbestos disturbance to enable materials assessments. The MASs evaluate the potential for ACMs, if disturbed, to release fibres into the air. It guides those in control of a workplace in prioritising any remedial work using priority assessments and risk assessment ratings.
- The Contractor must carry out surveys of the complete buildings/properties outlined in Appendix D – Asbestos Asset List and produce a management report along with an asbestos register. The buildings/properties will vary in size and complexity.

5.5 Management Asbestos Surveys:

5.5.1 Compliance:

All survey work should comply fully with the requirements and guidelines set out in the Health and Safety Authority's (HSA) guidance document [‘Asbestos-containing materials \(ACMs\) in workplaces – Practical guidelines on ACM management and abatement’](#).

The Health and Safety Authority's guidelines refer to publications issued by the UK Health and Safety Executive (HSEUK) which are likely to be subject to frequent and ongoing revision, reflecting the changes in what is ‘*accepted best practice*’. In particular, these guidelines cross-reference the UK technical guidance document HSG264, ‘*Asbestos: The Survey Guide and any updates/revisions thereof*’. The Contracting Authority will commission the Contractor to undertake an appropriate level of survey dependent on circumstances. Surveys must be carried out methodically, systematically and diligently and in compliance with the reporting requirements. All information reported should be accurate and comply with the requirements and guidelines set out in HSEUK guidance [‘Asbestos: The Survey Guide’](#) (HSG264).

The Contractor may be required by the Contracting Authority to demonstrate that surveying and sampling are undertaken in compliance with the competence standard such as the General Criteria for the Operation of Various Types of Bodies Performing Inspection ISO/IEC17020:1998 or equivalent.

5.5.2 Survey Areas

Areas to be surveyed will include but are not limited to:

1. All occupied floor spaces
2. Plant rooms
3. Service ducts
4. Circulation spaces
5. Floor voids
6. Roof spaces
7. External roofs (where reasonably practicable)
8. Soffits and fascia's (where reasonably practicable)
9. External and internal plumbing elements

10. External outbuildings.

In summary, all reasonably accessible areas that can be accessed through non-destructive means and areas normally accessed for maintenance form part of the survey remit. The Contractor should liaise with the appropriate Contracting Authority representative to gain entry to the various properties. Access may not be guaranteed during normal working hours, and the Contractor may be required to undertake survey work at times suitable to the Contracting Authority. Please note that every effort will be made to allow access at the most convenient time to suit both parties. The work should minimise the disruption to the Contracting Authority's operations and protect the health and safety of everyone who may be at risk. Out-of-hours work must be agreed in advance between both parties. **Survey Access:**

5.5.2.1 If during the survey the Contractor is unable to access any location or area for any reason, they are to inform the appropriate Contracting Authority representative as soon as possible and make arrangements for later access. If access is not possible and there are justifiable reasons, then the survey report should clearly identify the inaccessible areas. Limitations are to be kept to an absolute minimum by ensuring there is proper pre-planning, and that staff are adequately trained, insured and have the appropriate equipment and tools.

5.5.2.2 In certain circumstances PMVT will accept a €55 charge, where a request for access has been made with no success and there is no reasonable alternative site existing in the immediate area to deploy the resource. No access charges only apply- if two attempts to gain access has been made with no success, this should be flagged in the monthly completion report

5.5.2.3 Evidence of no access in the form of geotagged photos at the property must be provided upon reporting and prior to approval of payment along with evidence of agreed appointment

5.5.2.4 Please note that the Contracting Authority has limited floor plans for the Asset List but, where present upon request, these will be shared with the Contractor.

5.5.3 Survey Commencement

5.5.3.1 Prior to the commencement of any survey works, the Contractor will be required to carry out a Risk Assessment and Method statement (RAMs).

5.5.4 Survey Re-visits

5.5.4.1 The Contractor is responsible for the accuracy of survey information and certified results. Any re-visits to resolve issues where discrepancies are identified to be the fault of the Contractor will be at the expense of the Contractor and no additional monies will be paid by the Contracting Authority.

5.5.4.2 Surveying will involve intrusive work such as accessing risers or behind fascia panels in order to obtain samples. Intrusive works and any necessary remediation (replacing benching, repairing doors, etc) are to be carried out in consultation with the Contracting Authority. It is expected that any areas where intrusive work are required will be highlighted by the Contractor to the Contracting Authority during the individual survey planning walkthroughs and meetings so agreement can be reached as to the level of reinstatement required by the Contractor.

5.5.4.3 All areas where sampling is undertaken are to be left in an asbestos-safe condition and all debris created whilst sampling must be removed from site. Areas are to be left clean, tidy and free from waste.

5.5.4.4 Areas are to be inspected and examined thoroughly for the presence of ACMs. However, Contractors are to pay due care and attention to surface finishes and decoration. It is expected that the Contractor will, at the end of each day, review the areas surveyed that day, check notes, sample numbers, etc, against plans and site documentation and check the quality of site photographs.

5.5.4.5 Sampling as part of surveys may be undertaken so that airborne emissions are adequately controlled with a suitable wetting agent and/or shadow vacuuming. The areas to be sampled inside buildings should be unoccupied, as far as possible. However, if buildings are in constant use, periods of minimal occupation must be chosen. No-one should be in the immediate area during sampling and adequate warning signage/barriers must be erected to prevent unauthorised access.

5.5.4.6 Wherever possible, bulk samples should be taken at locations that are hidden from general view, e.g., below work surfaces, behind sanitary appliances, etc. After samples have been taken, the disturbance to the building fabric must be made good, safe and secure with a suitable non-removable sealant.

5.5.4.7 Whenever a sample is collected, it must be given a unique identifier that is also recorded in the survey documentation, records and site plans so that the sample origin can be traced at a later date. The plan should also be updated showing the location of the sample.

3.5.7 Survey Limitations:

While best efforts are made to identify all ACMs, some may remain concealed within the building's fabric, as the survey is not fully destructive.

6 Surveys

6.1 Survey Returns:

The Contractor is required to develop and complete an Asbestos Register and Management Plan, ensuring the following information is recorded:

- Location of the ACMs on a room-by-room basis (e.g., building identifier, floor number or level, room identifier and position within the room)

Please note: Terms such as “throughout property” will not be accepted

- Extent of the ACMs (area, length, thickness and volume as appropriate).
 - Product type.
 - Level of identification of the ACMs (presumed, strongly presumed, or identified)
 - Asbestos type in the ACMs (e.g., Chrysotile, Amosite, Amosite & Chrysotile, Crocidolite or a mixture thereof, etc.)
 - Accessibility of the ACMs.
 - Amount of damage/deterioration. As per table 1
-
- Surface treatment (if any) e.g. coatings, encapsulation etc.
 - Addition of any necessary signage
 - Material assessment score and category as per HSG264 (no variations thereof will be accepted).

-
- Any actions required from the material assessment.
 - Priority assessments which must be carried out in consultation with the PMVT Asset or Repair Manager
 - Any non-accessed areas/items.
 - Room-by-room breakdown of all materials, i.e., ceiling – plaster, walls – brick on plaster, floor– carpet on concrete, etc.
 - Room-by-room breakdown of non-accessed items, i.e., no access above plasterboard ceiling with reasons for the no access, i.e., destructive access required that does not form part of a management survey.
 - Suspect material proved not to be Asbestos, by sampling or other means. This will help in any future debate over the nature of these materials.
 - Management Plan for any identified ACM's.
 - Asbestos register

Access to any pertinent portal or cloud-based app where information associated with PMVT stock surveyed is stored .

Table 1

Good/Intact:	Fair:	Poor:	very poor:
The material is in good condition, with no visible damage or surface wear. material is intact and sealed.	Minor surface damage, slight abrasions, limited deterioration no significant fibre release likely.	Shows moderate signs of deterioration/damage, exposed fibres potential for fibre release damage (e.g., <10% if even, <25% if localized).	Substantial damage, including severe crumbling, breaking, water damage, or material hanging from surfaces immediate action required. (>10% if even, >25% if localized).

Any non-accessed section/item within an area (i.e., ceiling void, boxing) should be clearly detailed within the report (location within the room and reason for non-access, i.e., no access within boxing on wall 2/3 due to irreparable damage). It is imperative that areas that require destructive access to survey and that are therefore outside the scope of management surveys are clearly detailed within the report to aid and inform future survey requirements.

In the event a report is issued that does not cover the full scope of works or areas/items have not been accessed without good reason, the Contractor will be required to return to site to rectify, free of charge, and may be held responsible for delay costs and any administrative charges from the contracting authority.

6.2 Survey Report/Management Plan and Data Requirements:

All information may be gathered on site using a defined reporting process including all bulk samples and updates following removal/remedial works. Reports may be required to be generated in a standardised format to be agreed with the Contracting Authority and all plans and certificates may be required to be provided with the report. The report should include an executive summary and an overview of the scope of the work, site and survey information, including photographs to assist with identification of where samples have been taken. Survey plans will be required to be uploaded to the project file for all surveys.

The report should record the location, extent and product type of any presumed or known ACMs, record information on the accessibility, condition and surface treatment of any presumed or known ACMs, determine and record the asbestos type and include copies of certificates of analysis. Materials sampled and found not to contain asbestos must be clearly identified and recorded as “*No Asbestos Detected*”.

The report should contain a material and priority risk assessment prepared in accordance with HSG264, in the form of a material and priority assessment algorithm.

If during the course of the survey, ACMs are found with a high potential for fibre release, the Contractor is to contact the appropriate Contracting Authority representative immediately to initiate appropriate action. Initial appropriate action in instances such as this is defined as, ensuring signage is suitably and robustly attached to all entry locations, i.e., room doors for an issue affecting a room, ceiling for an issue within the ceiling.

The report should also identify conclusions and any necessary actions for the Contracting Authority to fulfil its legal responsibilities in connection with the management of asbestos in its premises.

Survey reports will be used by the Successful Tenderer to form and maintain an Asbestos register and which will contain written information, plans and diagrams showing the locations known to have ACMs. They will also be used to inform and develop the Contracting Authority’s Asbestos Management Plan.

It is a requirement for the Contractor or a trusted sub-contractor

7 Maintenance of the Asbestos Register and Re- Inspections

7.1 Re-inspections:

For the lifetime of the contract the Contractor shall carry out asbestos re[000] inspections of all identified asbestos containing materials (ACMs) in accordance with relevant legislation and recognised guidance. Reinspection's shall assess the current condition of ACMs, verify that management controls remain effective, and identify any deterioration, damage, or change in use that may affect risk. Findings shall be recorded within an updated asbestos register, including revised material and priority risk assessments, photographic evidence where appropriate, and clear recommendations for remedial actions, ongoing monitoring, or reinspection frequency. Location of the ACMs on a room-by-room basis (e.g., building identifier, floor number or level, room identifier and position within the room).

7.2 Asbestos Register:

The Contractor shall be responsible for the ongoing maintenance and updating of the asbestos register to ensure it remains accurate, current, and compliant with applicable legislative requirements. The register shall be updated following each re-inspection, any asbestos removal or remediation works, incidents affecting known or presumed asbestos-containing materials, or changes to building use or fabric. Updates shall include revised locations, condition assessments, risk ratings, photographic records where applicable, and clear management recommendations. The maintained register shall be provided in an agreed electronic format and be readily accessible to duty holders, contractors, and other relevant parties.

8 SELECTION CRITERIA

8.1 Compliant Tenders:

Only those Tenderers who have: -

- a) Submitted compliant Tenders pursuant to Section 8.2 below, and
- b) Declared by way of ESPD that either:
 - (i) no grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations (the "Exclusion Grounds") apply to them, or
 - (ii) where any such Exclusion Grounds apply, and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations, it can provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of any relevant Exclusion Ground, and
- c) Declared by way of ESPD that they satisfy the selection criteria for this Competition as set out in

Section 8.2 below (the “Selection Criteria”), will be awarded any contract.

However, notwithstanding anything to the contrary in this Section 8.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) The Declarations and Statements in the TRD;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) all or any of the supporting documents specified at paragraph 8.2 below.

If a Tenderer does not provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

- (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and
- (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

- (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and
- (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

8.2 Criteria:

Tenderers will either **pass** OR **fail** each of the Technical Criteria specified below in Sections 8.3.1 (Economic & Financial Requirements).

Tenderers will be evaluated on a total weighted score basis on the Technical Criteria outline in Section 8.3.2. (Technical & Professional Capability). The general technical criteria account for 1/3rd of the total quality score.

A Tenderer who fails to meet the technical criteria will not be evaluated on the award criteria.

8.3 Economic and Financial Requirements:

Tenderers must declare by way of ESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Evaluation – Pass / Fail

1. Tenderers have a current Tax Clearance Certificate and will provide evidence to this effect on contract award.
2. Tenderers will be compliant with their social security and revenue obligations for the duration of any contract awarded.
3. Tenderers shall provide evidence about the insurance policies specified in section 11.22 and in the below table:

Type of Insurance Indemnity Limit	
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

In the case of the Tenderer being a consortium, this financial criterion may be fulfilled by the consortium members as a whole.

NOTE TO TENDERERS- Tenderers are encouraged to meet the minimum requirements stated in the tender documents by submitting a joint response as part of a joint venture or consortium. SMEs that consider the scope of this Competition beyond their current technical or business capacity are encouraged, subject to paragraph 1.6, to explore forming relationships with other SMEs or larger enterprises. Such collaborations enable participation in and contribution to the successful implementation of any resulting Services Contract, thereby enhancing social and economic benefits. Likewise, larger enterprises are encouraged, also subject to paragraph 1.6 to consider including SMEs

in their proposals to maximize these benefits.

9 SCORING AND OTHER REQUIREMENTS

9.1 Minimum Scoring Requirements for Qualitative Award Criteria:

Tenderers are advised that, in order to be considered for award of the Contract, a minimum score of 60% must be achieved for each technical and qualitative award criterion (i.e., all criteria except– Ultimate Cost). Failure to achieve the minimum threshold on any of the technical or qualitative criteria will result in the tender being excluded from further evaluation, regardless of the total overall score.

Evaluation criteria	Included in	Marks Available
3.2 Relevant experience References and past performance.	Professional Criteria	20%
3.3 Technical and quality, performance capability.	Technical & Qualitative Criteria	40%
Cost estimate.	Appendix A	40%

9.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Acceptable	An acceptable response demonstrating good understanding offering assurance to client – well supported.
Less than 60% is unacceptable and considered ineligible from further consideration		

Marks within the defined scoring ranges above may be awarded where tender responses demonstrate merit beyond the minimum requirements, in accordance with the evaluation criteria.

9.3 Methodology for calculating the Cost Score

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

Cost Score	=	Lowest Tendered Rate	x	Maximum Number of Marks Available
		Tendered Rate under evaluation		

9.4 Tie Break Rules

In the event that there is a tie for the last available place, the following tie-break approach will be adopted:

The Tenderer who has been awarded the highest marks for the Non-Cost Award Criteria (Technical & Qualitative combined) of their Tender will be deemed to be the most economically advantageous tender (“MEAT”).

In the event the Tenderers receive the same marks for the Non-Cost Award Criteria element of their Tender, the Tenderer who has been awarded the highest marks for Criterion A of their Tender will be deemed the MEAT.

9.5 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

9.6 Clarification of Abnormally Low Tenders

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

9.7 Right to Confirm Suitability

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.

9.8 Presentation of Proposals

Tenderers may be required to make an in-person presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 11.9 Performance at presentations will NOT be evaluated).

9.9 Standstill Period

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the "Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

9.10 Return of Signed Contracts

The successful Tenderer(s) must sign and return the Contract in duplicate to the Contracting Authority no later than seven [7] calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Contract returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Contract in accordance with paragraph 10.1.2 below.

Where the signed Contract has not been received by the Contracting Authority within the period as specified in tender document then the Contracting Authority may proceed to offer an award to the next highest-ranked Tenderer in accordance with the above.

10 Instruction to Tenderers

10.1 Important Notices

- 10.1.1** While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.
- 10.1.2** The Contracting Authority does not bind itself to accept any Tender.
- 10.1.3** This RFT does not constitute an offer or commitment to enter into a Services Contract.
- 10.1.4** No enforceable commitment of any kind will exist unless and until a formal written Contract has been executed by or on behalf of the Contracting Authority.
- 10.1.5** No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.
- 10.1.6** Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.
- 10.1.7** The Contracting Authority may cancel this Competition or, for the avoidance of doubt, any individual Lot at any time prior to a formal written Contract being executed by or on behalf of the Contracting Authority.
- 10.1.8** The award of a Services Contract does not confer exclusivity on the successful Tenderer.
- 10.1.9** Tenderers should note that the Contracting Authority shall not be under any obligation to purchase any minimum value of Services under any Contract.
- 10.1.10** This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.
- 10.1.11** In this clause 10.1.11, “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”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.
- 10.1.12** The Contracting Authority will be a Data Controller (where Data 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 RFT.

10.1.13 The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 11.5 below 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 .

10.1.14 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

11 COMPLIANT TENDERS

11.1

If a Tenderer fails to comply in any respect with the requirements of this paragraph. The Contracting Authority reserves the right to reject the Tenderer's Tender Submission as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written (electronic) clarification from the Tenderer;
- seeking further information from the Tenderer;
- waiving a requirement, which in the Contracting Authority's view, is nonmaterial or procedural.

11.2 Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("ESPD") which is available to download separately from www.etenders.gov.ie. Alternatively, Tenderers may submit an ESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:
 - i. the information contained in it continues to be correct; and
 - ii. that they satisfy the Selection Criteria for this Competition as set out at Section 8.2;
- (b) To submit all documentation which this RFT requires to be submitted;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out in this RFT;

-
- (e) To submit the Tenderer's Statement required under paragraph 6.4, below;
 - (f) Not to alter or edit this RFT in any way

11.3 Without prejudice to the generality of paragraph 11.1, failure to comply with paragraphs 11.7.1, 11.7.2, or 11.4 below will render the Tender non-compliant and it will be rejected.

11.4 Services Contract

- 11.4.1** Tenderers should also note the terms and conditions of the Services Contract attached in the tender pack with this RFT.
- 11.4.2** Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract.
- 11.4.3** Tenderers may not amend the Services Contract.

11.5 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in TRD. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue or black ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

11.6 Consortia and Prime/ Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

11.7 Tender Submission Requirements

- 11.7.1** Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie (the “Electronic Platform”). 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.
- 11.7.2** Tenderers must ensure that they give themselves sufficient time to upload and submit all required Tender documentation before the initial Tender Deadline (as defined in paragraph 6.6.2) has passed. Tenderers should consider the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your 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.
- 11.7.3** Tender Deadline
- 11.7.4** Subject to paragraph 11.9 of this RFT, Tenders must be received not later than 7th August 2026 (the “Tender Deadline”).
- 11.7.5** Tenders must be submitted in English.
- 11.7.6** Subject to paragraph 11.15 and 11.19, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT for each Lot.
- 11.7.7** All Tenders submitted in soft copy must be compiled such that they can be read immediately using for example, PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

11.8 Queries and Clarifications

- 11.8.1** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on the Electronic Platform www.etenders.gov.ie. Subject to paragraph 11.9 of this RFT, queries must be submitted by no later than 17th July 2026. For the avoidance of doubt, Tenderers may not contact the Contracting Authority regarding any aspect of this Competition.
- 11.8.2** All responses to queries will be issued by the Contracting Authority via the messaging facility on the Electronic Platform www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 11.8.3** The Contracting Authority reserves the right to issue or seek written clarifications via the Electronic Platform.
- 11.8.4** The Contracting Authority reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the Electronic Platform.
- 11.8.5** Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on the Electronic Platform, in order to receive all responses to queries and other updates in relation to this Competition.

11.9 Tendering Cost

- 11.9.1** All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

11.10 Confidentiality

- 11.10.1** All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

11.11 Pricing

- 11.11.1** All Tenderers must complete the Pricing Schedule in Appendix A tender costs.
- 11.11.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 11.11.3** Tenderers must confirm that all prices quoted in the Tender will remain valid for the term of the contract commencing from the Tender Deadline.
- 11.11.4** Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 11.11.5** Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract.

11.12 Environmental, Social and Labour Law

- 11.12.1** In the performance of any Contract awarded, the successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the goods or related services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 11.12.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 11.12.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the Tender of the 2012 Act to the provision of the Services.

11.13 Publicity

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

11.14 Registrable Interest

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

11.15 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.

11.16 Industry Terms Used in RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

11.17 Freeform of Information

- 11.17.1** Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed.
- 11.17.2** Tenderers are asked to consider if any of the information supplied by them in their tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

11.18 Tax Clearance

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

11.19 Conflict of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition and/or terminating any Services Contract entered into by a Tenderer.

11.20 Withdrawal from Competition

Tenderers are required to notify the Contracting Authority immediately, via the Electronic Platform, if at any stage they decide to withdraw from participation in this Competition.

11.21 Site Visit

“Not Used”

11.22 Insurance

- 11.22.1** The successful Tenderer(s) shall be required to hold, for the term of any Contract awarded, insurances of the type and to the level specified in the table below. Tenderers should note that they are not obliged to have insurances in place in order to enter into a Services Contract with the Contracting Authority. The types of and levels of insurance required are not likely to exceed the following insurances:

Type of Insurance Indemnity Limit	
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence

- 11.22.2** By signing the Tenderer's Statement in the TRD, Tenderers confirm, that if awarded a Contract arising from this tender competition;

- a) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified in the relevant RFT.
- b) confirm that the territorial limits and jurisdiction of the insurance policies will include Ireland and
- c) confirm that they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract.

- 11.22.3** The successful Tenderer will, during the term of any Contract, be required to:

- a) immediately advise the Contracting Authority of any material change to its insured status;
- b) produce proof of current premiums paid upon request;
- c) produce valid certificates of insurance upon request.

11.23 Additional Clauses

11.23.1 Because of the nature of our services the safe management of asbestos is of paramount importance and strongly reflect the quality of service we deliver. The winning bid needs to demonstrate:

- a) Appropriate contract management experience.
- b) Ability to respond to additional requests in a timely fashion.
- c) Provide additional support and expertise when required.
- d) Make suggestions for improvements and innovations.
- e) Build relationships with onsite PMVT staff & management.
- f) Treat the service, staff and their clients in a respectful and confidential manner.
- g) Adhere to the all-site Security, Health & Safety requirements.
- h) Have clear processes & procedures in place for managing risk.
- i) Have clear management and reporting structures.
- j) Have a strong quality focused service.
- k) A can-do attitude.
- l) Demonstrate the capacity to schedule and invoice activities in a timely and responsive manner.

11.23.2 In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

11.23.3 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix B of the RFT.