



RESTRICTED PROCEDURE - Stage 1

REQUEST FOR TENDER FOR A CONTRACT

Scope of Contract	Provision of Services for The Right to Make: A Creative Access Project Lot 1: Coordination Services Lot 2: Administration Services
Procedure	Restricted Procedure (2 Stage) – National Level
Key Dates	
Issue Date	7th August 2026
Closing Date for Queries	12pm 21st August 2026
Closing Date for Tender Submissions	12pm 27th August 2026
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.	
Please note that the Contracting Authority has supplied a Tender Response Document (and where relevant a separate pricing document) which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.	

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Horizons - Cope Foundation in Cork Communities, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Horizons - Cope Foundation in Cork Communities is one of the top 150 Employers in Ireland. Our organisation is deeply embedded in communities and we are one of the largest not-for-profit organisations in Munster.

Mission

Horizons supports people with an intellectual disability and additional needs such as autism or physical and medical conditions.

We empower people to live a life of their choosing, connected and participating in their communities. The United Nations Convention on the Rights of Persons with Disabilities (UNCRPD) guides our services and we play an important role in the future direction of the sector.

We are committed to inclusion and social change.

We work to make Cork a more inclusive and diverse place to live, work and learn. The ongoing mission of the organisation is to provide a range of rights-based, person-centered, community-based, self-directed services and supports to enable people to live a life of their choosing. We comply with the standards outlined in The Charities Governance Code, which is developed and monitored by the Charities Regulator. [Values](#)
All of our work is aligned with four organisational values:

- **Person-centred**
- **Honest**
- **Kind**
- **Creative**

How we work

At Horizons we deliver vital services and supports to over 3,500 children and adults.

Every individual has different needs and goals in their lives. We support people who live in residential settings, people who attend day centres, community hubs and training centres. We support children through our disability network teams. We support people to live independently and gain employment opportunities. We provide support such as speech and language therapy; art and creative arts therapy; physiotherapy; occupational therapy; psychology; physical activity and sports; and dietetics.

Our team is made up of 1600 staff who work across our ever-expanding network of over 120 locations across Cork city and county. We have a globally recognised arts initiative – Suisha Inclusive Arts.

Information about Horizons and its services can be found on Horizons' website at [Home - Horizons](#)

Project Management - Suisha Inclusive Arts

Horizons' Suisha Inclusive Arts (Suisha) is a multidisciplinary arts programme supporting artists, audiences, and organizations in Cork and throughout Europe to participate in cultural life through co-creation, participatory process, and accessible practice. Suisha primarily works with artists who are neurodivergent and/or intellectually disabled in a range of settings locally, nationally and internationally.

1.2 Disclaimer

This Request for Tenders (RFT) 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.

1.3 Use of eTenders

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

1.4 Use of a Tender Response Document

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Appendix 1 – Contract Terms and Conditions
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a Zip file in order to protect the integrity of file names.

1.5 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the contract.

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

If the tender is from a consortium / joint venture, Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and/or to deliver the contract. 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.

1.6 Tender Structure

This tender competition will be divided into 2 lots (each a “Lot”) as described below. Each Lot will result in a separate contract.

Lots:	Lot 1	Provision of Services for Coordination of The Right to Make Project	Section 3.1b
	Lot 2	Provision of Services for Administration of The Right to Make Project	Section 3.1c

This tender competition will consist of two stages:

1. Stage 1: Consists of this phase of the competition, managed by Horizons. This RFT, the TRD and any supplementary Appendices and Clarifications will comprise the documentation at this phase. Submissions at this phase will consist of the return of the TRD and any other required materials. Submissions at this phase will be assessed firstly on Selection Criteria, then ranked based on the Award Criteria. The top 5 ranked submissions will be invited to Stage 2.
2. Stage 2: The top 5 ranked tenderers will be invited to Stage 2. Where an invited tenderer decides not to proceed to Stage 2, Cope Foundation (Horizons) reserves the right to invite the next highest ranked tenderer in their place. Stage 2 will be overseen by Horizons (Cope Foundation) but the evaluation structure and final award of contract will be determined by a panel of stakeholders, comprised of members of some of the organisations listed under section 3.1.

2 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

The Right to Make: A Creative Access Project is an initiative of Horizons in partnership with Cork City Council, supported by Creative Ireland through the Creative Health & Wellbeing in the Community 2026-2028 fund. The project will engage intellectually disabled adults across Cork City through Horizons' Suisha Inclusive Arts, offering a structured programme of artist-led creative workshops in multiple artforms within supported Horizons locations and connected community contexts.

Facilitated exchange sessions between participating artists, independent creatives, and Horizons staff will build shared understanding, sectoral capacity and stronger creative identities. Participants, facilitators and artists will co-produce creative outputs and wellbeing-focused explorations, leading to an accessible, co-curated artistic installation, and opportunities to share outcomes with the public.

This initiative is funded by Creative Ireland through the Creative Health & Wellbeing in the Community 2026-2028 fund.

- Lot 1: Cope Foundation (Horizons) is seeking the **Provision of Services for Coordination of The Right to Make: A Creative Access Project**
Coordination will involve the development, implementation, and delivery of The Right to Make project with local partners and stakeholders including Cork City Council, Horizons, HSE, artists and community partners.
Coordination will involve leading in all areas of project management, programme delivery, producing, marketing, and communicating with artists and stakeholders, ensuring that the programme reflects the values of disability inclusive accessible arts practice.
- Lot 2: Cope Foundation (Horizons) is seeking the **Provision of Services for Administration of The Right to Make: A Creative Access Project**
Administration will involve providing administrative, organisational, implementational and logistical support to assist in the effective delivery of the project.

Any submission on behalf of a joint venture/consortium must indicate a lead applicant and contact person. Tenderers submitting responses for both Lot 1 and Lot 2 must identify a Lead Applicant and a designated contact person.

A full outline of Coordination Services and Administration Services requirements is contained in Section 3.1

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Dates for Site Visit (if applicable)	N/A
Closing date for Receipt of Tenders	As specified on title page

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

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive. Termination of any Contract will be carried out in accordance with the Terms and Conditions of the relevant contract.

2.4 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

2.5 Award to Runner Up

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to 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 DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority invites tenders for the award of a contract as specified hereunder.

3.1 Specification

Horizons (Cope Foundation) is seeking the provision of:

- **Lot 1: Coordination Services for The Right to Make: A Creative Access Project**
- **Lot 2: Administration Services for The Right to Make: A Creative Access Project**

3.1a About the Project

The Right to Make: A Creative Access Project is an initiative of Horizons in partnership with Cork City Council, supported by Creative Ireland through the Creative Health & Wellbeing in the Community 2026-2028 fund. The project will engage intellectually disabled adults across Cork City through Horizons' Suisha Inclusive Arts, offering a structured programme of artist-led creative workshops in multiple artforms within supported Horizons locations and connected community contexts.

Facilitated exchange sessions between participating artists, independent creatives, and Horizons staff will build shared understanding, sectoral capacity and stronger creative identities. Participants, facilitators and artists will co-produce creative outputs and wellbeing-focused explorations, leading to an accessible, co-curated artistic installation, and opportunities to share outcomes with the public.

Location of Services Delivery

The services will be delivered remotely and independently of Horizons' premises. The Service Provider(s) will be required to attend in-person meetings, events and project activities as necessary to support the delivery of the services. Regular in-person meetings will take place at locations within Cork City.

For the purposes of this Contract, Horizons Montenotte Cork campus shall be regarded as the principal service location.

Project Deliverables

The Right To Make project will comprise five integrated work packages, strengthening inclusive creative practice and wellbeing outcomes for intellectually disabled adults.

WP1 — Set-Up, Partner Engagement & Foundations (Q2–Q3 2026)

Roles will be established, participants identified, and scheduling agreed with Horizons locations. Project Coordination Services and an evaluator will be procured. Artists will be contracted, preparatory residencies completed, and materials and access supports procured. Training and vetting will be undertaken.

WP2 — Creative Workshops & Knowledge Exchange (Q4 2026)

Artist-led workshops across multiple artforms will take place. Parallel sessions with staff, volunteers, community partners and arts professionals will build shared understanding and sectoral capacity. Creative activities will explore social and mental wellbeing and links to local and national wellbeing and creative strategies.

WP3 — Mid-Point Reflection & External Expertise (Q1 2027)

Knowledge-exchange events will review Year 1 learning. A mid-point meeting with national and international experts will contextualise findings within best practice.

WP4 — Co-Curated Installation & Evaluation (Q2–Q3 2027)

Creative outputs will be developed into an accessible, transferable installation. Draft evaluation and written reports will be produced, shared and refined.

WP5 — Public Dissemination & Project Close (Q4 2027)

A multimodal public sharing event will present outcomes and recommendations, followed by final reporting and project close-out.

Safeguarding and Conduct

Artists involved are considered vulnerable adults under Irish law. Service Provider(s) are not expected to act as a healthcare or social care professional. Recording (audio/video) of sessions is strictly prohibited.

The Service Provider(s) will have the support of a Horizons designate (staff member, volunteer or Community Employment (CE) worker) as required for the delivery of project activities.

The Service Provider(s) must:

- Work within clearly defined boundaries.
- Follow safeguarding and confidentiality protocols at all times.

- A high-quality active service is required under this contract and performance will be monitored throughout the term of the contract.
- Horizons reserves the right to terminate the contract where the Service Provider(s) fails to deliver the services in accordance with the contract requirements, fails to meet agreed milestones or deliverables, or otherwise fails to perform the services to a satisfactory standard. Where appropriate, Horizons may require the Service Provider to take corrective action within a specified timeframe before exercising its right to terminate the contract.
- The Service Provider(s) shall ensure that all services are delivered in a respectful, inclusive and appropriate manner, having regard to the needs of project participants and all safeguarding requirements set out in the contract documentation.

3.1b Lot 1: Coordination Services for The Right to Make: A Creative Access Project

Horizons (Cope Foundation) is seeking the provision of **Coordination Services for The Right to Make: A Creative Access Project**

The Service Provider will play a central role in the successful delivery of The Right To Make.

The Service Provider will be responsible for the overall coordination and implementation of The Right to Make programme and will ensure effective delivery across partners and stakeholders including Cork City Council, Horizons, HSE, artists and community partners.

The service requires strong organisational skills, excellent communication, and a commitment to inclusive, participant-centred practice.

This will operate as a Contract for Services between the successful tenderer and Horizons. The contract will be executed in two parts. The first part will run from September to December 2026. Subject to budget confirmation from Creative Ireland and satisfactory performance, the contract will be extended to Q4 2027.

Services required include but are not limited to the following tasks:

- Planning, communicating, scheduling and coordinating all project activities, including but not limited to training sessions, workshops, events, and key project milestones.
- Supporting recruitment and onboarding of artists and facilitators in line with best practice.
- Managing logistics and liaising with community partners and venues to ensure smooth project delivery.
- Maintaining project timelines, ensuring activities align with funding requirements and deadlines
- Effective budget management and financial tracking with timely budget reporting. Assessing project and resources as required.
- Working collaboratively with the Lead Artist(s) to align operational and creative elements
- Maintaining accurate records of participation, activities, and project outputs.
- Attending Steering Group meetings.

- Liaising with Cork City Council representative through regular Working Group meetings to facilitate monitoring of project progress and expenditure.
- Ensuring health and safety regulations are met.
- Coordinating project communications in collaboration with project partners Horizons, Cork City Council and the HSE.
- Working with partners to document the project through photography, video, or storytelling (with appropriate consent)
- Providing a key point of contact for project partners, participants, and artists.
- Supporting inclusive engagement strategies to ensure participation from target groups.
- Contributing to reporting requirements for Creative Ireland and project partners.
- Ensuring compliance with Horizons governance processes in full awareness of the Creative Ireland funding expectations. Ensuring compliance with all organisational policies, including safeguarding, accessibility, and data protection.
- Liaising with the independent Project Evaluator and facilitating evaluation activities as required. Supporting the collection of qualitative and quantitative data to assess project impact.

The above specification is not intended to be a comprehensive list of all services required and consequently, the service provider may be required to undertake additional activities related to the scope and objectives of the project as requested by the Steering Group.

Coordination Services Provider Requirements

The Service Provider must be able to demonstrate:

- Experience in the successful coordination and delivery of projects, ideally within arts, community, health, or creative practice settings.
- Strong organisational, planning and time management capabilities.
- Effective communication and stakeholder engagement skills, with the ability to work collaboratively across multiple partner organisations.
- A commitment to inclusive practice and meaningful community engagement.
- Experience supporting the delivery of artist-led, participatory, or community-based programmes.
- The capacity to manage multiple workstreams and deliver agreed outputs within specified timeframes.
- The ability to work independently and collaboratively in delivering the services required.
- Experience of working with diverse stakeholders and cross-sector partnerships.
- Proficiency in the use of ICT systems and office productivity software relevant to the delivery of the services.
- Experience in budget monitoring, financial administration and reporting.
- Knowledge of GDPR requirements and their application in project delivery.
- Experience in event planning, coordination and logistics management.

The Service Provider should ideally demonstrate:

- Knowledge of Creative Ireland programmes and/or creative health initiatives.
- Experience delivering projects involving diverse participant groups, including carers, adults with disabilities and socially excluded communities.

- Experience of monitoring, evaluation and impact assessment in community-based projects.
- Knowledge of safeguarding principles and practices when working with vulnerable participants.

Timeframe and Payment Rates

2026: Estimated 3 days per week (September to December) based on a maximum daily rate of €300.

2027: Subject to funding confirmation and satisfactory delivery of the services, the contract may be extended. Estimated 2 to 3 days per week for a total of 24 weeks in four blocks (55 days total) based on a maximum daily rate of €300.

Rates are inclusive of all applicable taxes and exclusive of agreed out-of-pocket expenses. The Service Provider is responsible for discharging all tax liabilities arising from the provision of the services.

As stated in the Request for Tenders/ RfT Document, the indicative budget for the **initial** contract is €17,100, inclusive of relevant taxes and VAT, if applicable. As stated in the Tender Response Document / TRD, for determining annual rate, assume a notional average of 24 hours per week for 52 calendar weeks.

Please note that there is no budget for accommodation within the jurisdiction of Cork city for delivery of coordination services for **The Right to Make: A Creative Access Project**.

Claims for travel expenses do not apply to ordinary commuting, including daily travel to and from a usual place of work. There is a separate, limited budget for travel within Cork city between venues on days where multiple workplace venues need to be attended in person.

There is also

- a small, limited expenses budget for accommodation and travel outside of Cork city for requirements that may arise from time to time for delivery of coordination services on approval of Horizons e.g. attendance of events relevant to **The Right to Make: A Creative Access Project**.
- a small limited budget to cover project-related disability access costs relevant to **The Right to Make: A Creative Access Project**.

Discussion with Horizons about allocation of expenses budgets will take place following the award of this tender and with the approval of **The Right to Make: A Creative Access Project** partnership.

Governance Structure and Reporting Arrangements

The Service Provider will work with the Steering Group to support the delivery of the project. The Service Provider will be engaged by Horizons as delivery partner and key beneficiary of the project.

The Service Provider will report on operational aspects of the project to Horizons (delivery partner) and Cork City Council (project owner) through regular Working Group meetings.

A separate Project Administration Service Provider will be contracted to provide essential operational and administrative support to the project, ensuring the smooth day-to-day running of activities across both coordination and creative delivery strands. The Project Administration Service Provider will work with the Service Provider and in support of the Lead Artist(s).

A designated Horizons Sponsor will act as the key liaison, providing support and guidance to the Service Provider throughout the project.

Independent Contractors will be fully acknowledged for their contributions to the project, its processes, and outputs. Ownership of all artistic work and associated intellectual property developed through the project will remain with the contributing artists. The project, its partners and independent contractors will not engage in any commercial exploitation of the work created.

Service Contract Performance Review

A high-quality service is required under this contract and performance will be monitored throughout the term of the contract.

The delivery of the services contract will be reviewed through the contract management arrangements set out in Clause 3.6 (Contract Management), including regular reporting, review meetings and monitoring of agreed milestones and deliverables.

Failure to perform the services to the required standard may result in corrective action being required and may lead to termination of the contract in accordance with Clause 2.3 and the applicable contract conditions.

Where appropriate, Horizons may require the Service Provider to take corrective action within a specified timeframe before exercising its right to terminate the contract.

3.1c Lot 2: Administration Services for The Right to Make: A Creative Access Project

Administration Services Provider Requirements

Cope Foundation (Horizons) is seeking the provision of Project Administration Services for **The Right to Make: A Creative Access Project**

The Service Provider will provide administrative, organisational and logistical support to assist in the effective delivery of the project. The provision of services will contribute to the efficient management of project activities, communications, record management, meetings, events, reporting and stakeholder engagement across all aspects of project delivery.

The provision of Project Administration Services will be governed by a Contract for Services between Horizons and the successful Tenderer.

The Service Provider must be able to demonstrate:

- The ability to support the coordination of project activities, including scheduling, communications and documentation.
- The ability to provide administrative support to the Project Coordination Services Provider, Steering Group and project partners.
- Experience of supporting financial administration, including tracking expenditure and maintaining financial records.
- The ability to support the coordination of logistics for workshops and events, liaising with Horizons staff and supporting on-site coordination as required.
- Experience of maintaining efficient and accessible systems through online software programmes, including Microsoft 365, and of digitising and backing up records.
- The ability to prepare and circulate meeting agendas and record and circulate minutes.
- Experience of supporting project documentation, including collecting consent forms and organising images, files and records in line with GDPR requirements.
- The ability to support the preparation and implementation of project updates and reporting documents for Steering Committee and project governance purposes.
- Experience of contributing to communications activities, including social media content and promotional materials.
- The ability to support the collection and organisation of monitoring and evaluation data, (both quantitative and qualitative).
- The capacity to provide support, where reasonably required and agreed in advance, for project activities taking place outside standard business hours.

The above specification is not intended to be a comprehensive list of all services required and consequently, the service provider may be required to undertake additional activities related to the scope and objectives of the project as requested by the Steering Group.

The Service Provider should **ideally** demonstrate:

- Experience in providing administrative or project support services.
- Strong organisational skills with attention to detail.
- Excellent communication and interpersonal skills.
- Ability to work independently and liaise effectively with multiple stakeholders.

- Strong ICT skills and proficiency in office productivity tools.
- Ability to manage and prioritise multiple tasks.
- Understanding of confidentiality and data protection (GDPR) requirements.
- Experience working in arts, community, health or disability settings.
- Experience supporting participatory or community-based projects.
- Familiarity with evaluation or data collection processes.
- Understanding of safeguarding and working with vulnerable participants.
- Knowledge of Creative Ireland or creative health initiatives.
- Commitment to inclusive practice and community engagement.

Timeframe and Payment Rates

2026: Estimated 2.5 days per week (September to December) based on a maximum daily rate of €170.

2027: Subject to funding confirmation and satisfactory delivery of the services, the contract may be extended. Estimated 2/3 days per week for a total of 24 weeks in four blocks (55 days total) based on a maximum daily rate of €170.

Rates are inclusive of all applicable taxes and exclusive of agreed out-of-pocket expenses. The Service Provider is responsible for discharging all tax liabilities arising from the provision of the services.

As stated in the Request for Tenders/ RfT Document, the indicative budget for the **initial** contract is €8,075, inclusive of relevant taxes and VAT, if applicable. As stated in the Tender Response Document / TRD, for determining annual rate, assume a notional average of 24 hours per week for 52 calendar weeks.

Please note that there is no budget for accommodation within the jurisdiction of Cork city for delivery of coordination services for **The Right to Make: A Creative Access Project**.

Claims for travel expenses do not apply to ordinary commuting, including daily travel to and from a usual place of work. There is a separate, limited budget for travel within Cork city between venues on days where multiple workplace venues need to be attended in person.

There is also

- a small, limited expenses budget for accommodation and travel outside of Cork city for requirements that may arise from time to time for delivery of coordination services on approval of Horizons eg. attendance of events relevant to **The Right to Make: A Creative Access Project**.
- a small limited budget to cover project-related disability access costs relevant to **The Right to Make: A Creative Access Project**.

Discussion with Horizons about allocation of expenses budgets will take place following the award of this tender and with the approval of **The Right to Make: A Creative Access Project** partnership.

Governance Structure and Reporting Arrangements

The Service Provider will liaise with the Project Coordination Services Provider and support the Lead Artist(s) in the provision of project administration services. A designated Horizons Sponsor will act as the key liaison, providing internal support and guidance to the Administration Services Provider throughout the project.

Review of Performance

A high-quality service is required under this contract and performance will be monitored throughout the term of the contract.

The Service Provider's performance will be reviewed through the contract management arrangements set out in Clause 3.6 (Contract Management), including regular reporting, review meetings and monitoring of agreed milestones and deliverables.

Failure to perform the services to the required standard may result in corrective action being required and may lead to termination of the contract in accordance with Clause 2.3 and the applicable contract conditions.

Where appropriate, Horizons may require the Service Provider to take corrective action within a specified timeframe before exercising its right to terminate the contract.

3.1d Tenders Assessment

This tender process has two stages.

A separate Tender Response Document is provided for responses to Stage 1. It contains instructions about the format required for submitting the required information ie i) minimum criteria, ii) references and iii) evidence of meeting the Tender Assessment Criteria.

Up to 5 tenders will be shortlisted and the tenderers will be invited to provide more detailed information in person at a date TBC in September. Instructions for this stage will be provided with time allocated to prepare.

The following is an overview of Stage 1 criteria.

i) Stage 1: Minimum 'Pass/Fail' Criteria

The Minimum Criteria includes:

- Financial Requirements

- Insurances
- Personal Circumstances
- Statutory Obligations
- Previous Experience
- Health and Safety

Please Note: Tenderers can provide details regarding Minimum Criteria in the Tender Response Document. Please note that failing to meet the minimum requirements outlined in each of the above areas will result in that tender being ineligible for assessment.

ii) Stage 1: References

Providing references will ensure that the tenderer's level of experience is fully understood. For this tender opportunity, **two references** are requested. Some details on experience are required on 3 areas relevant to The Right to Make Coordination Services:

- **Arts project coordination** – experience managing timelines, budgets, activities and personnel.
- **Arts engagement coordination** – experience coordinating the engagement of communities or groups in the arts through collaborative, inclusive and accessible approaches.

Please Note: Tenderers can provide details regarding References in the Tender Response Document. Please note that failing to provide an adequate number of relevant references will result in that tender being ineligible for assessment.

iii) Award Criteria

There are 3 Award Criteria areas which are listed as A, B and C below. Each of these Criteria are marked out of 100%. The weighting of marks allocated to each criteria reflects the priorities of Horizons. Please note that failing to provide requested information will affect the marking of the tender.

Full details of Award Criteria marks can be found in section 5 of this document.

Criterion A. Costs [20% MARKS]

Tenderers should provide the **Cost Breakdown** in the Tender Response Document

Criterion B. Competencies, Experience & Expertise [35% MARKS]

Tenderers should enclose the following items separately to accompany their completed Tender Response Document:

B1. CV per person

Tenderers should provide CVs for each member of personnel that will be involved in delivering Coordination Services for Horizons. Each CV should contain relevant qualifications, competencies and experience.

B2. Samples

Tenderers should also enclose 3 examples that demonstrates their expertise. At least one of these examples should be relevant to the samples of experience outlined in the References section of Tenders Response Document. The examples could be in any format such as a report, presentation, portfolio, publication or other format related to similar past initiatives. The example(s) may be enclosed separately.

Criterion C. Approach, Methodology, & Suitability [45% MARKS]

Tenders should respond to the following prompts in plain English:

C1. Suitability

Tell us what motivates you to get involved with The Right to Make project in the form of a statement or letter.

C2. Approach & Methodology

Tell us how you would approach coordinating The Right to Make project. For example, what kinds of methods would you use to get to know people, encourage creativity etc that best suit the context of Horizons, the priorities of The Right to Make project, and the coordination requirements.

Tenderers can respond by writing directly into the space provided in the Tender Response Document (max 1000 words) or provide your response in the form of a video or audio recording (max 1000 words), noting the following guidance:

- A video or audio recording will be accepted, not both;
- A video recording must be submitted in mp4 format with the tender response materials;
- A video recording must depict the head and shoulders of the respondent(s) and not include any B Roll or additional video footage;
- An audio recording must be submitted in mp3 format with the tender response materials;
- An audio recording must depict only the voice of the respondent(s) and not include any music tracks, sound effects or additional audio material;
- Links to video or audio recordings uploaded online will not be permitted.

3.2e Supports for Delivery of Coordination and Administration Services

- The tender process will accommodate two stages to ensure ample time and opportunity to respond fully to the opportunity.
- Up to 5 tenders will be shortlisted following Stage 1. It is envisioned that Stage 2 will involve an in-person interaction in response to the tender evaluation requirements.
- A separate implementation budget is available to support the delivery of the project. Allocation of the budget will be approved by the Steering committee and governance representatives in accordance with the awarded funds.
- Access requirements can be accommodated, subject to available resources.

3.1f Tender Timeline

This tender process will involve two stages. After the first stage, up to 5 tenders will be shortlisted and those tenderers will go through to the next stage. Instructions for Stage 2 will be provided to shortlisted tenderers in August / September.

Below is an outline of the tender timeline, indicating the timeframe for each stage. Please be aware that Stage 2 dates may be subject to change.

2026 Key Dates	Activity
7 th August 2026	Tender Published
Thursday 27 th August 2026	Deadline for Stage 1 Tender Responses
28 th August 2026	Shortlisting Process Commences
3 rd September 2026	Stage 2 Tender Process Commences
September 2026	Tender Award Announced
21 st September 2026	Provisional date for Contract Commencement

3.2 Details of Options

Not Used

3.3 Site Visits

Not Used

3.4 Duration

The initial contract will be for a period of 4 months.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and

duration of extensions will be 1 extension of up to a maximum of 1 year, should an extension(s) be offered (subject to external funding), with a maximum overall contract duration of 16 months.

3.5 Indicative budget

Lot 1: Coordination Services The budget for the **initial** 4-month contract is €17,100 inclusive of relevant taxes and VAT, if applicable.

Lot 2: Administration Services The budget for the **initial** 4-month contract is €8,075. inclusive of relevant taxes and VAT, if applicable.

3.6 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 Coordination Services contract.

Where the Service Provider is an individual, the Service Provider may fulfil this role.

This person shall have the authority to deal with all matters in relation to delivery of the Coordination Services contract and be responsible for the satisfactory delivery of the services required. The duties of the Coordination Services Contract Manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review and examine performance of the Coordination Services in adherence to an agreed Service Level Agreement and Key Performance Indicators (KPIs);
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

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

4 SELECTION CRITERIA

The Contracting Authority is using the **restricted** procedure for the award of this contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity in Stage 1 will have their tender considered for Stage 2. In order to demonstrate a tenderers' qualifications and competencies, 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.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 4.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the Standing of Other Entities

Small and Medium Enterprises (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.

4.3 General, Legal and Financial Requirements

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

General Information

Provide contact and general information on the tendering organisation / individual:

- Company / Individual Name, if applicable
- Address
- Contact Details for individual responsible for this tender
- Company Overview, if applicable
- Information on sub-contractors and/or consortium members, if applicable.

Declarations

- Complete the **Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016** as contained in the Tender Response Document.
- Complete the **Declaration regarding 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.
- If a Tenderer does not, upon request by the Contracting Authority, 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 and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.
- If a Tenderer does not, upon request by the Contracting Authority, 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 and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

Tax compliance, Financial Capacity and Insurances

Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners and in their country of establishment.
Financial Standing	Evidence of professional experience in the management of budgets and processing of payments.
Insurance	Confirmation of the following insurances being in place or will be put in place if a contract is awarded: • Employer's Liability - €13 million, if applicable • Public Liability - €6.5 million

4.4 Technical Capacity Requirements

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

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of 2-3 instances of previous comparable experience/programmes, involving the features as defined in the TRD. These programmes should be within the last five (10) years. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise.

Note #1: All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.

Note #2: In completing the table for each reference project/programme, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

Note #3: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects/programmes must be from the 3rd party identified in the TRD.

Note #4: Tenderers will note that they are to provide contact details for referees for each reference project/programme. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only. Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Health & Safety Management System

Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation.

Please complete the TRD. Evidence of compliance will be required as condition of contract award.

5 AWARD CRITERIA

Only tenders that meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

Please note that the maximum marks available is 10,000.

Criterion A		Weighting	Maximum Marks	Minimum Marks Required
		20%	2000	N/A
Title	Cost			
Description	Complete the annual fee table in the TRD. Please note the following: - As per the Request for Tenders Document, the indicative budget for the <u>total</u> Coordination Services contract is €33,600 inclusive of relevant taxes and VAT, if applicable. - As per the Request for Tenders Document, the indicative budget for the <u>total</u> Administration Services contract is €17,425 inclusive of relevant taxes and VAT, if applicable. - The initial contract duration is approximately 4 months, the number and duration of extensions will be 1 extension of 12 months in duration, should an extension be offered (subject to external funding), with a maximum overall contract duration of 16 months.			

Criterion B		Weighting	Maximum Marks	Minimum Marks
		35%	3500	1750
Title	Competencies, Experience & Expertise			
Description	Tenderers should enclose the following items separately to accompany their completed Tender Response Document: B1. CV per respondent Tenderers should provide CVs for each member of personnel that will be involved in delivering Coordination Services for The Right to Make project. Each CV should contain relevant qualifications, competencies and experience. B2. Samples Tenderers should also enclose 3 examples that demonstrates their expertise. At least one of these examples should be relevant to the samples of experience outlined in the References section of TRD. The examples could be in any format as a report, presentation, portfolio, publication or other format related to similar past initiatives. The example 9s) may be enclosed separately. Note that B1 and B2 are worth equal marks (i.e. 1,750 marks each) examples could be in any format such as a report, presentation, portfolio, publication or other format related to similar past initiatives. The example(s) may be enclosed separately. Note that B1 and B2 are worth equal marks (i.e. 1,500 marks each).			

Criterion C		Weighting	Maximum Marks	Minimum Marks
		45%	4500	2250
Title	Approach, Method & Suitability to provide Coordination Services			
Description	In the space provided in the Tender Response Document, respond to the following prompts in plain English: C1. Suitability Tell us what motivates you to get involved Coordination Services for The Right to Make project, in the form of a statement or letter. C2. Approach & Methodology Tell us how you would approach coordinating The Right to Make project. For example, what kinds of methods would you use to get to know people, encourage creativity etc that best suit the context of Horizons, the priorities of The Right to Make project, and the coordination requirements. Tenders can respond by writing directly into the space provided in the Tender Response Document (max 1000 words) or provide your response in the form of a video or audio recording (max 1000 words), noting the following guidance: • A video or audio recording will be accepted, not both; • A video recording must be submitted in mp4 format with the tender response materials; • A video recording must depict the head and shoulders of the respondent(s) and not include any B-Roll or additional video footage; • An audio recording must be submitted in mp3 format with the tender response materials; • An audio recording must depict only the voice of the respondent(s) and not include any music tracks, sound effects or additional audio material; • Links to video or audio recordings uploaded online will not be permitted. Note that C1 and C2 are worth equal marks (i.e. 2,250 marks each).			

NOTE 1: Tenderers should ensure in their tender submission 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.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

Lowest Cost from a Bona Fide Tender	A
Maximum Marks available for Cost	B
Cost for the tender being evaluated	C
Formula employed	$\frac{A \times B}{C}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Scoring Band	Description
1 (81% - 100%)	An excellent response that fully meets requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
2 (61% - 80%)	A good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
3 (41% - 60%)	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
4 (21% - 40%)	An average response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a significant risk that the delivery of the Contracting Authority's requirements will not be successful.
5 (1% - 20%)	A poor response where limited information was provided and serious reservations exist. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws, is seriously inadequate or seriously lacks credibility with a high risk of non-delivery of the Contracting Authority's requirements.
6 (0%)	No response or response completely fails to address the criterion under consideration.

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

Note: where there is a tie-break, the economic operator with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the economic operator with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the quotation process.

5.3 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.

5.4 Verification Meetings

Award of contract may be subject to attendance at a 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.

5.5 Clarification of Abnormally Low Tenders

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

5.6 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.

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox 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.

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

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

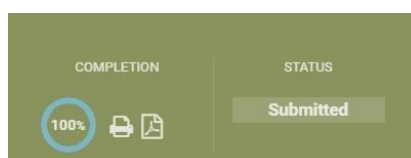
6.1.1 Accessing Documents

It is important to note that you must **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

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

6.1.2 Submitting your Response

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



If you do not receive a message similar to above and a confirmation email, you have not submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.2 Closing date for Tenders	
The closing date for tender submission	as specified on the title page

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

The closing date for submitting queries	as specified on the title page
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All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

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.

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 Request 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 Formatting of Tenderers / Amendment of Tender Documentation

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

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. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

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 Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

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

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

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.

6.11 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 Form of Tender and electronic versions of the tender (if applicable). In general, the following approach will be applied to 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.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

Once the tender submission deadline has expired, no new information can be introduced. This includes cost elements.

6.12 Change in the Composition of a Tenderer

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them. Where the original party to the tender was critical to the respondent meeting some or all selection criteria, any replacement party must meet or exceed the same selection criteria standard.

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.

6.13 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 governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 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. 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.

6.15 Publicity

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

6.16 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 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.

6.17 Notification of Tender Evaluations

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Award of Contract
- Letter of Regret
- Decision not to proceed with the Award of Contract

6.18 Award Notices

Following the award of the contract, an award notice will be dispatched to eTenders announcing the results of the competition.

6.19 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.

6.20 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 nonexclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 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".

6.22 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 service delivery and in materials used.

6.23 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 contracts awarded.

6.24 Currency and Payment

The currency in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT, with the applicable rate of VAT clearly indicated.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.27 Accessibility / Dignity at Work

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

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

6.28 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 (0) 67 63400).

6.29 Freedom of Information

All responses to this Request 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,

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 request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. 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, or to those under EU and Irish Government Procurement rules. 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.

6.30 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.

6.31 Data Protection

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

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

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

6.32 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract.

6.33 International Procurement Instrument-IPI

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. In particular, tenderers and

tenderers 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.

6.34 Responsibility of Successful Party

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