



OPW Oifig na
nOibreacha Poiblí
Office of Public Works

Request for Tender Facilities Management Consultancy Services

ME26003

Document 1 Request for Tenders(RFT)

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Part 1: Introduction

1.1 General

1.1.1 The Office of Public Works in Ireland invites responses ("Tenders") to this Request for Tenders ("RFT") from economic operators ("Tenderers") for the provision of the services as described in this RFT and accompanying documents. Services are described generally in Document 2 to this RFT, **Details of Service Requirements**, ("the Services"). Office of Public Works (OPW) is the contracting authority for this public procurement competition ("the Contracting Authority"). The successful tenderers will be invited to participate in a Framework Agreement(s).

1.1.2 The title of this RFT is Request for Tenders for Facility Management CONSULTANCY SERVICES (RFT Title").

The service requirement is generally for the provision of Facilities Management Consultancy Services to include but not limited to, operations monitoring and day to day management of existing Facilities Management contracts, service audits, incident reports, cost checks and the preparation of FM tender documents,

1.1.3 This public procurement competition relates to establishment of a framework agreement for the procurement of services for Facilities Management Consultancy Services.

1.1.4 Any contract that may result from this public procurement competition will be issued for a term of 4 years (the "Term").

1.1.5 The Contracting Authority reserves the right to extend the Term on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.1.6 The Contracting Authority reserves the right to use the framework agreement for the provision of services for other Government Departments, Offices or State Agencies, subject to the Contracting Authority's obligations at law.

1.2 Time and Receipt for Tenders

Tenders must be received not later than **12 noon on Wednesday 9 September 2026**. Tenders that are received late WILL NOT be considered in this public procurement competition.

1.3 Documentation

The following documents are included in this RFT:

- 1. Document 1 of RFT, Request for Tender (this document)**
- 2. Document 2 of RFT, Details of Service Requirements, attached**
- 3. Document 3 of RFT, Framework Agreement, attached**
- 4. Document 4 of RFT, Standard Conditions of Engagement, attached**
- 5. Document 5 of RFT, Service Task List, attached**
- 6. Document 6 of RFT, Tender Submission Details, attached**
- 7. Document 7 of RFT, Pricing Schedule, attached**

Part 2: Instructions to Tenderers

2.1 Introduction to this RFT

- 2.1.1** While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenderers and recipients of this RFT may wish to consult their own legal advisers in relation to this RFT or the subject matter thereof.
- 2.1.2** All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Contracting Authority.
- 2.1.3** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender.
- 2.1.4** This RFT supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. Tenderers to this RFT should study the contents of this RFT carefully, including the information and documents contained in the Appendices.

2.2 Compliant Tenders

- 2.2.1** Failure to comply with the requirements of this paragraph 2.2.1 may render the Tender non-compliant and the Tender may be rejected. Tenderers must:
- a. Include all documentation specified in this RFT;
 - b. Follow the format of this RFT and respond to each element individually and in the order as set out in this RFT;
 - c. Comply with all requirements as set out within this RFT.

- 2.2.2** If the RFT or any part of the obligatory tender return is altered or edited in any way, the subsequent Tender may be deemed non-compliant and may be rejected.
- 2.2.3** Failure to comply with the requirements of this paragraph 2.2.3 will render the Tender non-compliant and it will be rejected. Tenders must:
- a. Be received by the Contracting Authority in accordance with paragraphs 2.6.1 and 2.6.2 below;
 - b. Include a statement, confirming whether any of the excluding circumstances listed in Article 45 of EU Council Directive 2004/18/EC as implemented into Irish law by Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006), apply to the Tenderer. Tenderers from Ireland and the United Kingdom must include with the Tender the declaration at Section 3 of the Tender Submission Details "DECLARATION AS TO PERSONAL CIRCUMSTANCES OF TENDER" as issued with this RFT.;
 - c. Include the statement required under paragraph 2.4 below; and
 - d. Be submitted in the Irish or the English languages only
- 2.2.4** The Contracting Authority shall consider all compliant Tenders as set out in the Tender Evaluation Procedure in Part 3 of this RFT.

2.3 Services Contract

- 2.3.1** The Contracting Authority will, subject to the right of cancellation of this public procurement competition (as set out at paragraph 2.1.3 above and at paragraph 3.3 below), select the successful Tenderer(s) to provide the Services sought under this RFT.
- 2.3.2** The successful Tenderer(s) shall provide the Services in accordance with and on the terms and conditions of the contract as set out in the Framework Agreement and the Standard Conditions of Engagement Contract Agreement issued with this RFT ("the Services Contract"). The successful Tenderer(s) shall be required to enter into a contract, the Standard Conditions of Engagement, with the Contracting Authority for each commission. Tenderers should take account of the provisions of the Standard Conditions of Engagement, the Task Lists and the Pricing Schedule in the preparation of their Tenders.
- 2.3.3** Tenderers should be aware that any or all of the Special Conditions as set out in the Contract Agreement, its Annexes, Appendices or Schedules.

The intention of the Office of Public Works is to appoint up to five suitably qualified participants to the Framework

There shall be a maximum of ONE reserved participant to the framework and they shall be ranked in order.

In the normal course of events, a reserved participant shall not be invited to tender for works or receive appointments under the framework contract.

In the event a qualified participant is suspended or removed from the framework the reserved participant, will be invited to join the list of qualified participants of the framework contract and will then be eligible to receive appointments or tender for works under the same conditions as the other qualified participants.

For example; Where a qualified participant is suspended from a framework (e.g. Consultant A), the reserved participant (e.g. Consultant B) that joins the list of qualified participants will be eligible to receive appointments or tender for works for the duration of the suspension of Consultant A. Consultant B shall revert to the status of reserved participant when Consultant A is reinstated to the Framework.

2.4 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, the signed Tenderer's Statement, as set out in Section 2 of Annex 4A, 4B, 4C & 4D (Tender Submission Details) as issued with this RFT.

2.5 Consortia and Prime / Subcontractors

Where a group of undertakings submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Services Contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out:

- a. The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
- b. The names of all subcontractors and/or consortium members who will be involved in the provision of the Services;
- c. A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- d. The name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact personnel authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and

accepted until this public procurement competition has been completed or terminated.
Correspondence from any other person (including from any subcontractor and/or consortium member) will NOT be accepted, acknowledged or responded to.

2.6 Tender Submission Requirements

2.6.1 Tenders shall be submitted to via the ETenders webportal

It is the responsibility of the tenderer to ensure that the submitted electronic copy is a true and complete copy of the tender.

Note 1: The tender submission shall consist of **one pdf format file and one Excel format file (pricing schedule)**.

Please note The Pricing Schedules are required to be returned with the Tender. The costs are assessed as part of the Award Criteria. Tenderer's should note that Pricing Schedule must not be altered or added to in any way. Failure to adhere to this may render a tender invalid

The completed submission, **excluding Excel format pricing schedule**, must be restricted to a maximum of **100 pages** including any introductions, award criteria, appendices and attachments. **Information provided on pages in excess of the maximum limit shall be disregarded for the purposes of the assessment and could result in the elimination of a tenderer from the competition.**

Note 2: In submitting your tender the etenders website could request a compliant tender figure to be entered in order to complete your submission.

You may enter a value of €1. The figure of €1 (or other figure) is to allow you to complete your submission and will not be used in the tender evaluation process. If you have already submitted a different figure there is no need to re-submit.

2.6.2 Tenders must be received not later than **12 noon on Wednesday 9 September 2026**.

Tenders that are received late WILL NOT be considered in this public procurement competition.

2.6.3 In responding to this RFT all Tenders must follow the format of the RFT and respond to each element of the RFT individually and in the order as set out in the Tender Submission Details as issued with this RFT..

2.6.4 a All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

2.6.5 The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt

2.6.6 Turnover

Tenderers must have a minimum average annual turnover of at least €500,000 (ex VAT) per annum.

2.7 Queries and Clarifications

- 2.7.1 All queries or requests for clarification relating to any aspect of this public procurement competition or of this RFT must be through the Questions and Answers Facility on www.etenders.ie. Queries or requests for clarifications will be accepted no later than **12.00noon on 29th November 2024** unless otherwise published by the Contracting Authority.
- 2.7.2 All clarifications and responses to queries/requests for clarification will be replied to through the e-tenders website. Where appropriate, questions may be amalgamated. Tenderers should note that the Contracting Authority will not make responses or clarifications to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right to update or alter any of the information contained in this document at any time up to 14 days before the final date for receipt of Tenders. Participating Tenderers will be so informed through the eTenders website. In the event of such updates or alterations the Contracting Authority reserves the right to postpone the deadline for the receipt of Tenders so as to allow Tenderers sufficient time to respond.

2.8 Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this public procurement 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.

2.9 Confidentiality

- 2.9.1** All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this public procurement 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 public procurement competition if so requested by the Contracting Authority.
- 2.9.2** Tenderers should note the requirements relating to confidentiality in the Draft Agreement.

2.10 Pricing

- 2.10.1** All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.2** Tenderers must confirm that all prices quoted in the Tender will remain valid for the duration of the framework contract.
- 2.10.3** Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.4** Payments for Services provided pursuant to this RFT shall be subject to and be made in accordance with the details included in the documentation attached to this RFT.
- 2.10.5** All Tenderers must complete the Pricing Schedule at Document 7 of this RFT.

2.11 Employment Law

- 2.11.1** Under Article 27 of Directive 2004/18/EC as implemented into Irish law by Regulation 27 of European Communities (Award of Public Contracts) Regulations 2006 (S.I. No. 329 of 2006), Tenderers must provide a statement confirming that they have taken account of their legal obligations relating to employment protection and working conditions relating to the provision of the Services sought under this RFT. Failure to make the statement at paragraph 7 of the Tenderer's Statement in Section 2 of the Tender Submission Details will render the Tender non-compliant.

Tenderers may obtain information regarding their obligations concerning:

- Taxation from the Irish Revenue Commissioners (www.revenue.ie);
 - Environmental protection from the Environmental Protection Agency (www.epa.ie);
 - Employment protection and working conditions from the Department of Enterprise, Trade and Innovation (www.deti.ie).
- 2.11.2** The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the

purposes of providing the Services.

- 2.11.3** Tenderers must comply with any applicable statutory terms relating to minimum pay and to any legally binding sectoral agreements and must take these into account when preparing Tenders.
- 2.11.4** 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 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.

2.12 Publicity

No publicity regarding this public procurement competition, the award of a contract or the execution of the Services Contract is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 Registrable Interest

Any Registrable Interest involving the Tenderer/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 their notice after the submission of a Tender and prior to the award of the contract, it should be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/subcontractor. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995, a copy of which is available to download at www.finance.gov.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 the competition or terminating any contract entered into by a Tenderer.

2.14 Anti-Competitive Conduct

Tenderers attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 Industry Terms Used in this 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.

2.16 Freedom of Information

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Acts 1997 and 2003, information provided by them during this public procurement competition may be liable to be disclosed.

- 2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its commercial sensitivity, Tenderers should, when providing such information, clearly identify same and specify the reasons for its commercial sensitivity. If Tenderers do not identify it as commercially sensitive, it is liable to be released in response to a Freedom of Information request without further consultation with you. The Contracting Authority will, where possible, consult with Tenderers about commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Acts.

2.17 Tax Clearance

- 2.17.1 It will be a condition of the award of any contract under this RFT that the successful Tenderer shall for the term of any such contract, comply with all EU and domestic taxation law and requirements, including but not being limited to Circular 43/2006 issued by the Department of Finance. This Circular and further information is available at www.finance.gov.ie and www.revenue.ie.
- 2.17.2 Prior to the award of any contract arising out of this public procurement competition the successful Tenderer shall be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status by the Contracting Authority.

2.18 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer 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 conflict or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict 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 the competition or terminating any contract entered into by a Tenderer.

2.19 Withdrawal from this Public Procurement Competition

Tenderers are required to communicate via the etenders website immediately if at any stage they decide to withdraw from this public procurement competition.

2.20 Site Visit

- 2.20.1 Not Applicable
- 2.20.2 Not applicable

2.21 Insurance

- 2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13million
Public Liability	€6.5million
Professional Indemnity	€6.5million
Product Liability	Not Required

2.21.2 By signing the Tenderer's Statement at in the Annex 4 (Tender Submission Details), Section 2, Tenderers confirm, that if awarded a contract under this public procurement competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1. 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.

2.21.3 The successful Tenderer will, during the term of the Services 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.

2.22 Payments

2.22.1 Payments shall be made as provided in the contract agreement for each commission awarded under the framework agreement.

Part 3: Tender Assessment

3.1 Outline of Tender Assessment Process

The Tender Submission Details Document at Annex 4 should be used as a guide to submitting a tender.

The assessment of tenders shall be as follows:

- 1) Assessment of tender based on Qualification Criteria.

The Qualification Criteria are as set out in the Tender Submission Details Document, attached.

Tenders meeting the minimum requirements shall go forward to the next step in the process. Tenders failing a Pass/Fail requirement or failing to meet the minimum requirement as indicated shall not go forward to the next part of the assessment.

- 2) Assessment of tender based on the Award Criteria.

The Award Criteria are as set out in the Tender Submission Details Document, attached.

The contract shall be awarded on the basis of the most economically advantageous tender.

The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

3.2 Compliant Tenders

Only those Tenderers who have submitted compliant Tenders pursuant to paragraph 2.2 above and have not been excluded under Article 45 of EU Council Directive 2004/18/EC as implemented into Irish law by Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006) will be evaluated in accordance with this Tender Assessment.

3.3 Minimum Compliance Requirements

The Minimum Compliance requirements are set out in the Tender Submission Details Document issued as part of this RFT.

Only tenderers in full compliance shall go forward to the Qualification stage of the Assessment process.

3.4 Qualification Criteria

The Qualification Criteria are set out in the Tender Submission Details Document issued as part of this RFT.

Only tenderers meeting the minimum requirements as set out in the Qualification Criteria shall go forward to the Award stage of this Assessment process.

3.5 Award Process

- 3.5.1** The assessment under the Award Criteria as set out in the Tender Submission Details.

The Award Criteria include detailed submissions for a number of sample projects and an assessment of the cost of service as tendered in the Pricing Schedule.

3.6 Verification of Information Provided

- 3.6.1** OPW wishes to remind Tenderers that any company or person referred to in the Tender submission, either as specific referee or as an example of previous experience, may be contacted to verify details of the contract and the service performance.

3.7 Preferred Bidder

- 3.7.1** The Office of Public Works may select suitable Tenderer(s) from RFT process, the Tenderer(s) that submits the most economically advantageous tender, as preferred bidder(s). In the event that such a preferred bidder(s) is not awarded the contract, for whatever reason, the Office of Public Works may select another preferred bidder from this procurement process.
- 3.7.2** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority

3.8 Standstill Period

- 3.8.1** No contract can or will be executed or take effect until at least 14 calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice, by email or via etenders, informing them of the result of this public procurement competition ("Standstill Period"). The preferred bidder(s) will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.8.2** Tenderers should note that the Contracting Authority may, when notifying unsuccessful Tenderers of the results of this public procurement competition, include the score obtained by the lowest qualifying successful tender in respect to the overall award criterion score assessed by the Contracting Authority

3.9 Return of Signed Contracts

- 3.9.1** The successful Tenderer(s) must sign and return the Framework Agreement, in duplicate, to the Contracting Authority no later than 20 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing. Please note the Contracting Authority cannot and will not enter into a contract until the Standstill Period has expired. A signed Services Contract returned by the successful Tenderer(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.3 above.
- 3.9.2** Where the signed Services Contract have not been received by the Contracting Authority within the period as specified at clause 3.9.1 then the Contracting Authority may proceed to award the contract to the next highest-ranked Tenderer.