



Ollscoil Chathair
Bhaile Átha Cliath
Dublin City University

INVITATION TO TENDER

Establishment of a Framework Agreement	
Scope of Framework	Provision of Property Advisory and Valuation Services
Procedure	Open
Closing Date for Queries	Friday 28 August 2026 at 12.00 hours
Closing Date / Time for receipt of Tenders	Monday 7 September 2026 at 12.00 hours
Method of Submission of Tenders and Queries	To be submitted via www.etenders.gov.ie ONLY
Submission Format	Responses must be uploaded as a ZIP file in order to protect the integrity of file names.
Please note that information relating to this Invitation to 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 DCU cannot accept responsibility for information relayed (or not relayed) via third parties.	



CONTENTS

DISCLAIMER	3
NOTE	3
TENDERERS CHECKLIST	4
1. ABOUT THE CONTRACTING AUTHORITY	5
2. SCOPE OF THE FRAMEWORK AGREEMENT	6
3. SPECIFICATION OF REQUIREMENTS	11
4. EVALUATION CRITERIA	13
5. INSTRUCTIONS TO TENDERERS	20

DISCLAIMER

All information contained in this Invitation to Tender document is provided for the purpose of facilitating the production and submission of tenders. It 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 Invitation to Tender document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, 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 this 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 because of reliance on this document, or for the information contained in this document, or for any omission is or will be accepted by DCU or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of DCU has any authority to give or make any representation or warranty, express or implied, in relation to such information. DCU'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.

DCU shall NOT be bound to accept the lowest or any tender proposal and reserves the power to accept any part of any tender proposal, unless the bidder expressly stipulates to the contrary at the time of tendering.

Without prejudice to the principle of equal treatment, DCU is not obliged to engage in a clarification process in respect of tender submissions with missing or incomplete information. Therefore, tenderers are advised to ensure that they return comprehensive tender submissions so as to avoid the risk of elimination from the competition.

DCU reserves the right to discontinue the procurement process at any time.

NOTE

Please note that information relating to this Invitation to 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 DCU accepts no responsibility for information relayed (or not relayed) via third parties.

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

When using the TRD, it is essential to upload your response as a ZIP file in accordance with the Instructions to Tenderers outlined in Section 6, in order to protect the integrity of file names.

TENDERERS CHECKLIST

This Invitation to tender document supersedes and replaces all previous documentation, communications and correspondence between DCU and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. Tenderers responding to this Invitation to tender should study its contents carefully, including the information and documents contained in the Appendices.

In submitting a tender, please ensure that you complete and return the following:

No.	Description	Check
1	Submission of a Tender Response Document covering selection and award criteria	
2	Confirmation of Acceptance of Framework Agreement Terms and Conditions	
3	Confirmation of Acceptance of Contract Terms and Conditions	
4	Submission of Appendix 2 – Cost Tables	

1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Dublin City University (DCU) is a leading innovative European University with a mission to 'transform lives and societies.' DCU ranks in the Top 350 in the Times Higher Education (THE) World University Rankings, number 1 in Ireland for research quality (THE) and is Ireland's No. 1 Young University (THE). It is known for its impact in addressing global challenges in collaboration with key national and international partners and stakeholders.

DCU has more than 20,000 students, including over 4,000 postgraduate students and more than 500 doctoral students in five faculties spread across three academic campuses in the Glasnevin-Drumcondra area of North Dublin. Thanks to its innovative approach to teaching and learning, the University offers a 'transformative student experience'. This helps to develop highly sought-after graduates - over 95% are in employment or pursuing further studies within six months of graduation. CSO figures show that DCU graduates are the highest earners in Ireland in the ten years after graduation.

DCU is a research-intensive University and is 301st in the world for Research Environment (research productivity and reputation) in the latest THE rankings. It is also home to a number of Research Ireland-funded Research Centres. The University participates in a range of European and international research partnerships including the European Consortium of Innovative Universities (ECIU), and Biodesign Europe, in collaboration with Arizona State University. DCU is also a leading Irish university in the area of technology transfer as reflected by licensing of intellectual property.

As a 'People First' institution, DCU is committed to Equality, Diversity and Inclusion - a University that helps staff and students to thrive. The University is a leader in terms of its societal impact and ranks No. 11 worldwide in the UI GreenMetric World University Ranking for campus and environmental sustainability.

DCU's mission is to transform lives and societies through education, research invocation and engagement. The current DCU Strategic Plan can be found here:

www.dcu.ie/strategy

1.2 Small and Medium Enterprise participation

It is the policy of DCU 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 framework agreement / 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 DCU 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 contract elements. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. DCU will not act as an arbitrator between members of consortia.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

DCU proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

Type of framework	Single Party Framework Agreement
For	The Provision of Property Advisory and Valuation Services
Award of contracts	In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process set out in Section 2.6 of this document.

2.2 Anticipated Timeline

Issue ITT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Award decision	September 2026
Framework Agreement Commencement	September 2026

The dates provided above are estimates at the time of publication of the Invitation to Tender. DCU will endeavor to run the process to this timetable, but this cannot be guaranteed.

2.3 Numbers Admitted to the Framework Agreement

The Framework Agreement will be established as a multi-party framework agreement with three [3] economic operators, subject to that number meeting the minimum criteria and rules. In the absence of sufficient numbers qualifying for admittance to the framework, DCU reserves the right to establish the framework with the qualifying parties, even where this may result in only one party qualifying.

2.4 Duration of the Framework Agreement

The Framework Agreement will be for four [4] years, subject to satisfactory performance, business needs and budgetary constraints.

For the avoidance of doubt, DCU confirms that the period of any contracts awarded under the Framework Agreement may extend beyond the date of expiry of the agreement.

2.5 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €75,000 to €200,000 (excluding VAT) over the lifetime of the agreement. It is emphasised, however, that these figures represent DCU's best estimate of the anticipated range of total value of the services. This is an estimate only and the total value may be significantly lower, or indeed significantly higher depending on the volume and nature of services which arise during the framework term.

2.6 Awarding Contracts under the Framework Agreement

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

(a) Cascade System

In the case of applying the cascade system, contracts are awarded directly on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not in a position to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached and offered the contract, moving in ranked order through the Framework Members until the contract is awarded.

(b) Direct Award

In circumstances where any services required by DCU under this Agreement comprise (a) the repetition of similar Services previously performed for DCU by a member of the Framework, or (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised or provided services [including, for the avoidance of doubt, any additional Services which may be required by DCU arising from related advice and/or services previously received from a member of the Framework], DCU reserves the right to directly award the required services to such member where this is the most expedient way to proceed, taking into account any relevant considerations such as the need to ensure continuity of the services and affordability.

In addition, DCU reserves the right to directly award Services to any member of the Framework if it considers it necessary to do so in respect of particular matters, having regard to timing,

availability of resources, conflicts of interest and such other criteria as it considers relevant to such matters.

(c) Quick Quotes

Where the estimated value of the services is estimated to be less than or equal to €25,000 excluding VAT, DCU may, at its discretion, seek quotes from one or more Framework Members.

(d) Mini-Competition

DCU reserves the right to run a mini competition for Services between any members of the Framework if it considers it necessary to do so in respect of particular matters, having regard to timing, availability of resources, conflicts of interest and such other criteria as it considers relevant to such matters.

2.7 Right to tender outside the Framework

DCU intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member[s]. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

2.8 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the Framework Agreement will be conditional upon acceptance of DCU's Framework Terms and Conditions as appended at the relevant Appendix, including Contract Terms and Conditions applicable to specific contracts to be awarded under the framework.

Tenderers are required to review these terms and conditions and confirm their acceptance 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 of this document prior to the closing date for tenders.

2.9 Award to Runner Up

If for any reason, it is not possible to establish the Framework Agreement to the designated successful tenderer emerging from this competitive process; DCU reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of DCU to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

2.10 Contract Management

2.10.1 Contract Manager

DCU requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with DCU;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Provide details of contract management reports proposed including content, frequency, etc.
- Proactively discuss with DCU ways of improving efficiency regarding service delivery in general.

Tenderers should provide details of the contract manager appointed, including any deputy; the proposals for effective contract management addressing the responsibilities outlined above in addition to proposals for management of complaints including escalation procedures and protocols.

NOTE: Tenderers will note that contract management activities will be non-billable. DCU will nominate authorised staff to liaise with the successful Framework Member[s] as required.

2.10.2 Minimum Response Times

DCU requires a flexible and responsive service from its service providers. In general, the following minimum response times are expected:

Task Minimum	Response Time
Acknowledge e-mail/phone call	Same working day if received before noon, and on the morning of the next working day if received in the afternoon.
Respond to straightforward queries	1 - 2 working days
Respond to urgent queries	24 hours
Facilitate meeting request	2 working days
Respond to complex queries	5 - 7 working days



In relation to meetings, Tenderers should note that meetings will be held either virtually or in person. In the event that meetings are held in person they will be held at DCU's premises (to be advised to the Framework Member in advance).

No expenses in respect of travel time and mileage will be payable. Invoices must reflect working hours and timesheets must be accurately maintained and produced promptly upon request by DCU.

Operation of the framework will be subject to regular performance review. The format will be agreed between DCU and the Framework Member. Cost adherence, quality of service and response times will be the main criteria for measuring performance. It is expected that the successful Tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

2.10.3 Review of Supplier Performance

A Service Level Agreement with agreed Key Performance Indicators will be the process for measuring performance.

The precise KPIs for performance monitoring will be agreed with the Framework Members. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

Tenderers are required to provide a proposed draft Service Level Agreement (SLA) to DCU which will describe in detail how they propose to address the execution and performance monitoring of the service.

2.10.4 Invoicing

Invoices shall be submitted by the successful tenderer(s) on the basis of the agreed terms and conditions. All official invoices must quote a valid DCU purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

3. SPECIFICATION OF REQUIREMENTS

3.1 Background and Overview

DCU first welcomed fewer than 200 students to its Glasnevin campus when it first opened in 1980. Since then, our footprint and our facilities have increased enormously to cater for more than 19,000 students. Today, DCU has three academic campuses, as well as a sports campus and an innovation campus - all located in the Glasnevin-Drumcondra area of north Dublin.

www.dcu.ie/commsteam/our-campuses

The property on these campuses are key assets in the operation of the university and therefore there is an ongoing requirement for the provision of property valuation and advisory services.

3.2 Information about the Framework

The following is a non-exhaustive list of property and valuation services which may be required to be provided by the Framework Members on behalf of DCU and its subsidiary companies.

- Market intelligence reporting in respect of trends in investment, occupation, rental rates, building technologies, ESG etc.;
- Valuations (to include inspection, surveying and valuation reports) of real estate assets including land for taxation, company accounts, purchase, disposal and other requirements as they may arise;
- Advice on market value, fair value, existing use value and depreciated cost valuations;
- Acquisition of land and other real estate;
- Disposal of land and other real estate;
- Real estate transaction management services;
- Leasing services;
- Property management and operational asset management services;
- Condition surveys, inspection and dilapidation reporting;
- Reinstatement valuations;
- Health and safety surveys;
- Town planning advisory services;
- Site master planning;
- Renewable energy development advisory services;
- Revaluations and appeals of rateable valuations with Dublin City Council Valuation Office;

- Preparation of estimates of compensation payable in respect of land or other real estate with reference to the law relating to compulsory purchase or state body acquisition;
- Capital Markets and real estate debt advisory services

Associated Services

Framework Members may be required to provide associated services where required by DCU. Examples of such services may include but are not limited to:

- Provide advice on strategic and portfolio investment and asset management across a range of asset classes and tenures;
- Provide investment analysis, decision making tools and advice on structuring delivery options and investment portfolios; including Joint Venture and partnering arrangements;
- Review national, regional, sub-regional and local markets and undertake financial modelling and development appraisals to identify and assess strategies for the development, acquisition or disposal of assets, projects or programmes;
- Appraise asset and development opportunities
- Advise the client on emerging and best practice in capital and revenue funding issues;
- Identify property related, financial and commercial risks and recommend approaches to their management;
- Act as lead consultant where required by DCU and manage other consultants appointed by DCU
- Have the capabilities to undertake a scope of services for this role as described by the Royal Institution of Chartered Surveyors in the RICS professional guidance note/ Society of Chartered Surveyors of Ireland SCSi professional guidance;

3.3 Sustainability

DCU is committed to placing sustainability at the core of all the University's activities and to demonstrating leadership in our operational sustainability and is committed to understanding the impacts of all our activities and establishing science-based targets and action plans to reduce and mitigate these impacts. In our Sustainability Charter we have committed to identifying the carbon footprint of goods and services consumed by our university and to work with suppliers to reduce these.

More information is available from www.dcu.ie/sustainability

S1	Tenderers should specify the strategies that they have in place to manage energy consumption.
S2	Tenderers should set out how they would propose to measure the carbon footprint of the services provided to DCU and how they would measure, report on, and reduce the baseline over the course of the proposed contract.

4. EVALUATION CRITERIA

4.1 SELECTION CRITERIA

DCU is using the **open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD).

4.1.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 4.3 on condition that all information on the European Single Procurement (ESPD), either electronically via eESPD on eTenders or a separate uploaded attachment with the tender response, which will be 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

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 in order to enter into the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities in order to establish the requirements on condition that they can prove to the satisfaction of DCU 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 supplier who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. DCU will not act as an arbitrator between members of consortia.

The University's policy is to encourage participation by Small and Medium Enterprises (SMEs) in this competition. SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises in order to meet the financial, economic or technical capacity requirements of the competition.

Where tenderers are relying on other parties to meet the selection criteria, those parties must be available to deliver elements of the contract and be clearly identified throughout the response.

4.3 General Declarations and Financial Capacity Requirements

(a) General Information relating to the Tenderer

Using the TRD please provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and

company overview as well as information on sub-contractors and consortium members if applicable.

(b) Financial Capacity

Using the TRD please confirm information on financial capacity as outlined below.

Tax	Tenderers must provide an up to date tax clearance certificate confirming that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.	
Financial Standing	Tenderers must provide confirmation that the tendering party turnover exceeded €250,000 Or • During each of the last three years Or • Pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 36 months; Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. DCU reserves the right to assess the financial stability of the identified successful tenderer at any time prior to the award decision.	
Insurance	Tenderers must provide confirmation of the following insurances being in place:	
	• Employer's Liability • Public Liability • Professional Indemnity	
	And that if successful you agree to implement the following insurance levels, where these are not currently available promptly on award	
	Insurance Type	Level Required
	Employers Liability	€13 million
	Public Liability	€6.5 million
Declaration	Professional Indemnity	€6.0 million
	Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and 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 the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment/operation is required.	

	Complete Article 5K Declaration regarding EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.
--	--

NOTE: Tenderers must be willing to provide evidence of all self-declared information within five (5) working days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, DCU reserves the right to eliminate the tenderer. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

4.4 Technical Capacity

Previous Contracts	Tenderers must provide information clearly demonstrating successful delivery of 3 previous comparable contracts, involving the following features: - Commercial office rental valuation - Land valuation and advisory services - Commercial real estate disposal transactions At least one of the three previous comparable contracts should demonstrate the following additional features - Commercial real estate reinstatement valuations
Quality Assurance	Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD.

4.5 AWARD CRITERIA

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

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini tenders under the framework agreement.

Award Criteria	Weighting	Marks Available	Minimum Marks
Criterion A - Cost	30%	300	Not applicable
Tenderers must complete the Form of Tender in the Tender Response Document			
Criterion B – Quality of Approach to Resourcing and Provision of Expertise	35%	350	300
Tenderers must clearly demonstrate their proposed resourcing structure, including resource allocation and management accountability Tenderers should provide details of their proposed project team that will provide the specific services if successful. Tenderers should demonstrate by way of a detailed description their capacity and expertise to deliver the service of the scale, scope and complexity of the Services required under the Framework Tenderers should demonstrate their capacity to maintain and develop the knowledge and expertise necessary to provide the required Services over the lifetime of the Framework This criterion will be assessed on the totality of the Tenderer's response.			
Criterion C – Understanding of the Requirements and Service Methodology	20%	200	100
Tenderers must demonstrate an understanding of the DCU's requirements and must provide a clear and comprehensive approach and methodology for the provision of services.			

Tenderers should also outline the risks associated with the provision of the services and describe their approach to the management of such risks.

This criterion will be assessed on the totality of the Tenderer's response.

Criterion D – Contract Management	10%	100	50
-----------------------------------	-----	-----	----

Tenderers must comprehensively demonstrate in their response their proposed approach to contract management for the services set out in Section 2.10.

Criterion E – Sustainability	5%	50	25
------------------------------	----	----	----

Tenderers should provide details of the following in their response to this criterion, to demonstrate how they meet the requirements as set out in Section 3.3

This criterion will be assessed on the totality of the Tenderer's response.

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

4.5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender **that also achieves at least the minimum marks required under each 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
Cost for the tender being evaluated	B
Maximum Points available for Cost	C
Formula employed	<u>A x C</u> B

4.5.2 Methodology for Calculating Scoring of Qualitative Criteria

Qualitative criteria will be scored using the following system applied to each individual qualitative weighting:

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported
Less than 50%	Unacceptable	Response demonstrates limited understanding with limited or insufficient or no detail with a risk of non-delivery
Less than 50% is unacceptable and considered ineligible from further consideration.		

Marks between the base ranges outlined above can be awarded where responses merit additional marks.

4.5.3 Clarification of Abnormally Low Tenders

In the event that DCU 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 DCU in respect of all elements of the tender submission that DCU deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address DCU's concerns, may, at the discretion of DCU, result in the elimination of the tender in question on the basis of it being considered abnormally low.

4.5.4 Post Tender Clarification

At the discretion of DCU, 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.

4.5.5 Verification Meetings

Award of contract/membership of the framework may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.



A visit to the Tenderer's premises may be required in order to clarify any questions or queries regarding the tender offer.

4.5.6 Right to Confirm Suitability

Tenderers should note that DCU 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.

5. INSTRUCTIONS TO TENDERERS

5.1 Closing Date for Tenders

1. The closing date for tender submission is specified on the title page.
2. It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.
3. It is important to note that only persons who have downloaded and accepted a document can upload a submission.

5.2 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders, and tender responses 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, 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 new 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 new 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

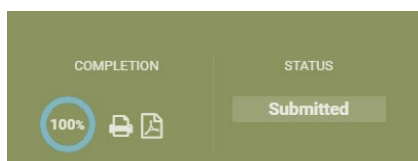
5.2.1 Accessing Documents:

It is important to note that you must ensure you **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

5.2.2 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, 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.

5.3 Queries

The closing date for submitting queries is specified on the title page.

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.

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.

5.4 Extension of the Tender Deadline

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.

5.5 Cost and Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

5.6 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.

5.7 Discrepancies between Documents

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

A pdf version of the Invitation to 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.

5.8 Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

5.9 Formatting of Tenders / Amending Tender Documents

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.

5.10 Modifications to Tenders prior to the Closing Date of Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

5.11 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.

5.12 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.

5.13 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.

5.14 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form and other related pricing documents.

In the case of manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

5.15 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

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.

5.16 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.

5.17 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.

5.18 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.

5.19 Right Not to Award

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

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

5.20 Notification of Tender Evaluations

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

Potential outcomes can be:

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

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

5.21 Award Notices

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

5.22 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.

5.23 Copyright

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

5.24 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".

5.25 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 and throughout the delivery of all contracts. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

5.26 Knowledge and Skills Transfer

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

5.27 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

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.

5.28 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.

5.29 Compliance with all Relevant Employment Law Obligations

Tenderers shall ensure that all rates quoted for the provision of services allow for statutory deductions such as PRSI, PAYE, Annual leave/Holiday pay.

It is the obligation of the successful tenderer/s to ensure that any foreign personnel have provided them with the necessary documentation to prove that they can legally work in this country.

Prior to expiry of the agreement, if requested, the successful tenderer shall, upon the termination of this agreement for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the services as may be required by the Contracting Authority. The successful tenderer agrees to the Contracting Authority releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the services upon expiry of the Term or earlier termination of this contract for whatever cause.

Where applicable, tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

5.30 Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships, they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this ITT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

5.31 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.

5.32 Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of Contracting Authority. Replacement personnel must be of equal or better standing than those of the personnel originally proposed in terms of qualifications and experience.

5.33 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 invitation to 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.

5.34 Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has permission to verify its tax cleared position at any time during the term of the framework agreement / contract. This requirement must continue to be maintained throughout the duration of the operation of this framework agreement.

5.35 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).

5.36 Freedom of Information

All responses to this Invitation to 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 Invitation to 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.

5.37 Late Payment

The Contracting Authority operates in accordance with 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.

5.38 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 ("General Data Protection Regulation" (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, 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 Invitation to 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.

5.39 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 factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.

5.40 Funding Dependency

The supplies/services offered in this tender shall be contingent on continued funding approvals from government planning agencies, other relevant authorities and University Capital Budget Committees.