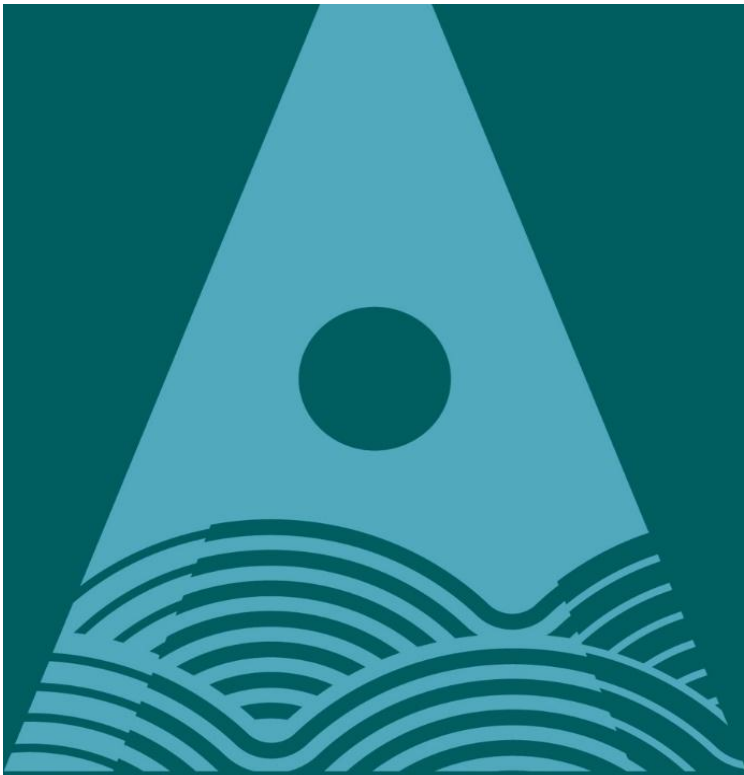




Ollscoil
Teicneolaíochta
an Atlantaigh

Atlantic
Technological
University

**CFT 8900713 PIF 308/26 Single Operator Framework
Agreement – Concession for Academic Gowning for
Graduation and Associated Services for Atlantic
Technological University**

INVITATION TO TENDER – Open Procedure

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	Single Operator Framework Agreement – Concession for Academic Gowning for Graduation and Associated Services for Atlantic Technological University
Contracting Authority:	Atlantic Technological University
Procedure:	Open
eTenders/OJEU ref:	CFT 8900713
Issue Date:	25 th August 2026
Closing Date for Queries:	17 th September 2026 12.00 Noon Local (Irish) Time
Closing Date for Tender Submission:	28 th September 2026 12.00 Noon Local (Irish) Time
Submissions and Queries via:	eTenders only

Contents

1	About the Contracting Authority	1
1.1	The Contracting Authority	1
1.2	Small and Medium Enterprise participation.....	1
2	Scope of the Framework Agreement/Service Concession	2
3	Detailed Specification of Requirements	7
4	Selection Criteria.....	19
5	Award Criteria	22
6	Instructions for Tenderers	28
7	Draft Framework Agreement and Contract.....	35

Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

The tender process is intended to lead to the award of a service concession contract, in accordance with Directive 2014/23/EU and Irish SI 203 of 2017 on the award of concession contracts.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

Note

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority 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.

1 About the Contracting Authority

1.1 The Contracting Authority

Atlantic Technological University (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

Atlantic Technological University (ATU) is one of the largest multi-campus universities on the island, serving a diverse group of learners, staff, communities and organisations from our region and further afield.

Atlantic Technological University (ATU) has 8 campuses across the counties of Galway, Mayo, Sligo, and Donegal in the West of Ireland.

Students at Atlantic TU will join a student population of over 20,000 learners, spanning 600+ academic programmes from pre-degree to doctoral level. ATU’s strength lies in our collaborative ethos, realising our shared goals by elevating and championing success.

We offer a rich combination of academic and research excellence, quality of life and opportunity – all of which can be experienced in the most beautiful part of Ireland.

Atlantic TU will have the critical mass and academic depth to attract, educate, nurture and retain talent in the west, north-west and cross-border region.

Further information is available at our corporate website www.atu.ie

1.2 Small and Medium Enterprise participation

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

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter 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 the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and or to deliver contracts. 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. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Scope of the Framework Agreement/Service Concession

2.1 Type of Framework

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

The tender process is intended to lead to the award of a service concession framework agreement, in accordance with Directive 2014/23/EU and Irish SI 203 of 2017 on the award of concessions.

This competition relates to the establishment of a single-party framework with one Economic Operator. Thereafter that Economic Operator being entitled to be considered for all contracts within the scope of the framework.

2.2 Subject Matter of the Concession

The Service Concession at Atlantic Technological University will involve a contract for pecuniary interest concluded in writing between Atlantic Technological University hereinafter, “the Contracting Authority” and the successful tenderer, to be known as “the Concessionaire”.

This Service Concession will involve the establishment of a framework agreement / award of a contract by means of which the Contracting Authority intends to entrust the management of services to a single economic operator, the consideration for which will consist either solely in the right to exploit the services that are subject of this procurement, or in that right together with payment to the Contracting Authority.

It will be the responsibility of the tenderers taking part in this competitive procedure, to accept full responsibility for the entirety of the solutions they propose. Tenders will be evaluated by the Contracting Authority in accordance with designated Selection and Award Criteria and associated rules and weightings, in order to identify the best solution.

2.3 Scope of Requirements under the Framework/Concession.

2.3.1 The Scope of the Framework

The Atlantic Technological University proposes to award a Single Operator Framework Agreement for the provision of Academic Gowning Services through a concession arrangement for the University’s conferring ceremonies, and other approved academic events.

The framework will facilitate the provision of academic the provision of academic dress and associated services for conferring ceremonies, graduation ceremonies, honorary degree ceremonies and other academic recognition events conducted by the University during the framework term.

The framework will cover gowning services to be delivered to all ATU campuses and approved external venues.

The service will include the hires, supply, fitting, distribution and management of academic dress, including gowns, hoods, mortarboards, and associated regalia for graduates, honorary graduates, academic staff, University officers, members of the Governing Body and invited dignitaries.

The successful Concessionaire shall be responsible for the provision of the Services including, but not limited to

- Hire and distribution of gowns, hoods, mortarboards and associated academic dress;
- Gown fitting, sizing, adjustment and robe management services;
- Collection, cleaning, laundering, repair, maintenance and storage of academic dress;
- Online and in-person booking systems for gown hire;
- Gowning-related ticketing, appointment scheduling and customer communications;
- Customer support services before, during and after ceremonies;
- Design, development and amendment of academic dress, hoods and faculty or award colours for new or revised programmes, where required by the University;
- Hire and distribution of gowns, hoods, mortarboards and associated academic dress;
- Gown fitting, sizing, adjustment and robe management services;
- Collection, cleaning, laundering, repair, maintenance and storage of academic dress;
- Online and in-person booking systems for gown hire;
- Gowning-related ticketing, appointment scheduling and customer communications;
- Customer support services before, during and after ceremonies;
- Design, development and amendment of academic dress, hoods and faculty or award colours for new or revised programmes, where required by the University;

**A more detailed specification of requirements is outlined of section 3.

Additional / Call-Off Contracts under the Framework

Additional requirements arising during the term of the Framework may include, but are not limited to:

- Additional graduation, conferring or award ceremonies.
- Ceremonies at new or additional locations.
- **Increased gowns hire volumes.**
- **Honorary degree ceremonies and special academic events.**
- New academic programmes, faculties or award types or academic dress requirements.
- Additional Graduation Sessions.
- Amendments to academic dress specifications or faculty colours.
- Additional ceremonial robes for university officers, Faculty personnel or dignitaries; and
- Other academic gowning-related requirements falling within the scope of the Framework and are not known at the time of tender.

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the members of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

2.4 Services Outside the Scope of the Framework

For the avoidance of doubt, the Framework and any call-off contracts awarded under it are limited to the provision of academic gowning services and associated ancillary services related to the delivery of those services only.

The following services are expressly excluded:

- Photography services;
- Videography services;
- Event management services;
- Venue management services;
- Catering services;
- Merchandise sales unrelated to academic gowning; and
- Any other services not directly connected with the provision of academic gowning services.

No contract awarded under this Framework may include the services list above.

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Award decision	October 2026

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

2.6 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement with the tenderer selected following the tender stage and the application of the award criteria and subject to that tenderer meeting the minimum criteria and rules.

2.7 Duration of the Framework Agreement

The framework concessionaire agreement will be for a maximum period of two years initially. The Contracting Authority reserves the right to extend the Term for a period or periods of up to one (1) year with a maximum of one (1) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law. The Term will not exceed three (3) years in aggregate.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

2.8 Estimated Value for the Framework Agreement

It is envisaged that the income likely to arise under this framework agreement/concession is approximately €350,000.00 - €500,000.00 over the maximum life of the framework and any potential new requirements.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed income under the framework agreement, over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

2.9 Awarding Contracts under the Framework Agreement

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

2.10 Additional Requirements under the Framework Agreement

In addition to the services outlined above, the framework agreement will relate to all services of a Graduation Gowning & Associated services nature for the sites identified and any addition sites which come under the remit of the Contracting Authority. The framework is also anticipated to cover new delivery models of Graduation Gowning Services which may evolve over the life of the framework agreement.

2.11 Right to tender outside of the Framework

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

2.12 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix.

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

2.13 Award to Runner Up

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

3 Detailed Specification of Requirements

3.1 Initial Contract Requirements

Conferring ceremonies are held by the University as a public celebration of the achievements of its students and for the conferral of academic awards. They represent significant milestones in the University's academic calendar and are important occasions for graduates, their families and supporters, academic staff and the wider University community. The conduct, presentation and environment of conferring ceremonies must reflect the importance of these events and support their delivery with dignity, professionalism and celebration.

The successful Tenderer will be responsible for providing and managing the University's official academic dress requirements for graduates, honorary graduates, academic staff, members of the Governing Authority, University officers, administrative staff where required and invited guests participating in academic ceremonies.

The service must be delivered in a professional, efficient and customer-focused manner that supports the smooth operation of university ceremonies and provides a positive experience for all participants.

The contract will operate under a concession arrangement whereby the successful Tenderer will provide academic dress hire services directly to graduates attending conferring ceremonies and will also provide academic dress for honorary graduates, academic staff, members of the Governing Authority and designated University officers.

The successful Tenderer shall pay the University an annual concession fee in return for the exclusive right to operate official academic dress hire services on university premises during conferring ceremonies.

Graduates may choose to source academic dress from alternative suppliers. Any graduate who obtains academic dress from an alternative supplier shall be responsible for ensuring that the academic dress complies fully with the University's Academic Dress Policy and approved specifications, including the correct gown, hood, cap and faculty or award colours applicable to their qualification and award level.

3.2 Overview of Conferring Ceremonies and Indicative Numbers

The University normally holds two conferring periods annually, comprising of:

- Spring Conferring Ceremonies (typically April/May);
- Autumn Conferring Ceremonies (typically October/November);

Each conferring period may comprise of multiple ceremony sessions over one or more days and maybe conducted across multiple campus and external locations.

The successful Tenderer **MUST** be capable of providing a comprehensive gowning service for all ceremonies regardless of location, duration, participant numbers or ceremony configurations.

Tenderers **MUST** have sufficient capacity, resources and operational capability to support:

- Multiple ceremonies within the same conferring period;

- Simultaneous ceremonies across different locations;
- Fluctuating participant numbers;
- Additional ceremonies introduced during the contract term; and
- Changes to ceremony schedules or locations.

The University operates within a multi-campus environment and reserves the right to amend ceremony dates, locations, formats and participant numbers during the term of the contract.

Conferring ceremonies may be held at university campuses or approved external venues. The successful Tenderer will be responsible for ensuring that adequate staffing, gown stock, equipment and logistical arrangements are available at each location to support the effective delivery of the service.

The ceremony schedules, locations and participant volumes provided below are based on the University's most recent conferring arrangements and are indicative only. They are provided solely to assist Tenderers in preparing their submissions and pricing proposals. They do not constitute a guarantee of future activity, participant numbers, minimum volumes, locations or event dates under the Contract.

The University reserves the right to amend, add, remove, reschedule or relocate ceremonies during the term of the Contract to meet operational requirements or due to circumstances beyond its control.

For information purposes only, the table below sets out the most recent indicative conferring schedule and estimated participant volumes:

3.2.1 Indicative Conferring Schedule (Historic/Planning Purposes Only)

Campus	Estimated Graduands Numbers
ATU Donegal	1100
ATU Sligo	2000
ATU Mayo	300
ATU Connemara	110
ATU Galway City	1900

Note: The dates, venues and participant numbers shown are estimates only and should not be relied upon as a commitment by the University. Actual requirements during the Contract period may vary significantly.

Indicative figures based on the University's most recent conferring ceremonies are outlined below:

Graduands Robes Supplied Numbers October/November 2025 & April/May 2026	ATU Staff Academic Dress Robes Supplied October/November 2025 and April/May 2026
Circa [3793] Robes Supplied*	Circa [400] Staff Robes Supplied*

3.3 Scope of Services

The successful Tenderer will be required to provide a complete academic gowning service for all conferring ceremonies and other approved academic events throughout the duration of the contract. The service will include the provision, management and maintenance of academic gowns, hoods, mortarboards and all associated academic regalia required by graduates, academic staff and official participants.

The Tenderer will be responsible for all aspects of gowning operations including online booking facilities, payment processing, customer communications, fitting services, gown distribution and collection, stock management, cleaning, laundering, transportation, storage, repair and maintenance of academic dress. The service shall be delivered in a professional and efficient manner that supports the smooth operation of university ceremonies and provides a positive experience for all participants.

In addition to conferring ceremonies, the University may require academic dress and associated support services for honorary degree ceremonies, academic processions, special award ceremonies and other formal University events.

3.4 Capacity and Operational Requirements

The successful Tenderer must maintain sufficient inventory, staffing and operational capacity to meet demand across all ceremonies and locations. The Tenderer must be capable of scaling services in response to fluctuations in graduate numbers, changes to ceremony schedules and the introduction of additional ceremonies during the contract term.

The Tenderer must ensure that appropriately trained personnel are available at each ceremony venue to support gown fitting, distribution and collection activities. A senior representative must be present throughout each conferring period and shall act as the primary operational contact for the University. The senior representative shall be empowered to address operational issues, manage staffing resources and resolve any gowning-related matters arising during ceremonies.

The University may schedule ceremonies simultaneously across different locations and the successful Tenderer must demonstrate an ability to service all locations without compromising service quality or operational efficiency.

3.5 Service Standards

The University expects a high-quality service that reflects the importance of its conferring ceremonies.

All academic dress supplied must be clean, well-maintained, professionally presented and fit for purpose. The successful Tenderer must implement effective quality assurance processes to ensure that gowns and associated regalia remain in excellent condition throughout the contract period.

Collection, fitting and return procedures must be organised to minimise waiting times and ensure an efficient flow of participants through gowning areas. Appropriate contingency arrangements shall be maintained to address unforeseen demand, damaged stock, lost items or other operational issues.

Following each conferring period, the University may require the successful Tenderer to provide operational reports outlining gown utilisation, service performance, attendance volumes, operational issues encountered and recommendations for future ceremonies.

3.6 Inclusive and Accessible Service Delivery

The University is committed to providing an inclusive and accessible environment for all participants attending its ceremonies. The successful Tenderer must ensure that the gowning service is accessible, inclusive and responsive to the needs of all users, including persons with disabilities and neurodiverse individuals.

The Service Provider must ensure that the service incorporates accessible communication methods, user-friendly booking processes, flexible fitting arrangements and reasonable accommodations where required. Staff involved in the delivery of the Services must be appropriately trained to support individual needs and to ensure that all participants are treated with dignity, respect and professionalism.

Where reasonably practicable, the Service Provider must make available sensory-friendly arrangements and alternative fitting options to support participants who may require them. The Service Provider must also have clear processes in place to identify, consider and respond to requests for reasonable accommodations in a timely and respectful manner.

The Service Provider must ensure that all staff, representatives, agents and subcontractors engaged in delivering the Services:

- (a) treat all students, graduates and University Personnel with dignity, courtesy and respect;
- (b) use inclusive and respectful language in all verbal, written and digital communications;
- (c) do not make assumptions regarding an individual's gender, gender identity, gender expression, name, title, pronouns, religion or belief, disability, medical requirements, body size, cultural requirements or other personal circumstances;
- (d) provide the Services in a manner that does not discriminate against, harass, victimise or otherwise disadvantage any individual on any ground protected by applicable equality legislation;
- (e) maintain clear and effective escalation procedures for addressing requests for assistance, complaints, concerns, inappropriate conduct and potential safeguarding issues;
- (f) receive training appropriate to their role, prior to delivering the Services, on inclusive customer service, equality and non-discrimination, accessibility, reasonable accommodations, privacy, dignity and the confidential handling of sensitive requests; and
- (g) comply with all applicable equality, accessibility and data protection legislation in the delivery of the Services.

The Service Provider shall ensure that these standards are maintained throughout the Contract Term and are applied consistently across all service delivery locations and channels.

3.7 Academic Dress Requirements

The successful Tenderer must provide academic dress in accordance with the University's Academic Dress Policy and approved specifications. Academic dress must accurately reflect the award level, award type and any approved faculty or institutional colour requirements. All items must be manufactured and maintained to a professional standard appropriate to formal academic ceremonies.

The University currently confers awards at NFQ Levels 6 to 10 and the academic dress supplied shall reflect the requirements associated with these awards. The successful Tenderer must ensure that appropriate stocks are available for all approved qualifications and award categories.

The University reserves the right to amend its Academic Dress Policy during the term of the contract. Such amendments may include changes to colours, specifications or styles of academic dress, the introduction of new awards or award categories, or the creation of additional ceremonial regalia. The successful Tenderer shall accommodate all such changes as required.

The successful Tenderer may also be required to design and manufacture ceremonial robes for the President, Vice President Academic Affairs and Registrar, Deans, Heads of Faculty and Chair of Governing Authority. The University nominated representative will be closely involved in the design process and all designs shall conform to the University's approved colour palette and branding requirements.

Samples of materials and colour options will be required to be submitted for approval prior to production. These robes must be loaned to the University for the duration of the contract.

3.8 ATU Academic Dress Policy, Quality, Colours, Pantone

The academic dress supplied under this Contract must be of a high quality, professional appearance and suitable for repeated use throughout the contract term. Materials, construction and finish must be durable, colourfast and fit for purpose.

The colour specification must be based on the approved ATU brand colour palette. Colours must be matched as closely as practicable to the specified Pantone references and applied consistently across all academic dress items. Current images of the academic dress are provided for reference and to illustrate the approved design and colour placement.

ATU requires the provision of academic dress that reflects the University's approved academic dress policy, brand standards and ceremonial requirements. All academic dress supplied under the Contract must accurately represent the relevant award level, faculty, discipline and ceremonial status in accordance with the University's approved specifications. Up to five separate colours will be utilised to represent the various individual schools.

The academic dress supplied under this Contract must be of a high quality, professional appearance and suitable for repeated use throughout the Contract Term. Materials, construction and finish must be durable, colourfast, comfortable to wear and fit for purpose. All gowns, hoods, caps and associated academic dress items must be maintained in excellent condition, free from damage, staining, excessive wear or fading, and presented to a standard appropriate for formal University ceremonies.

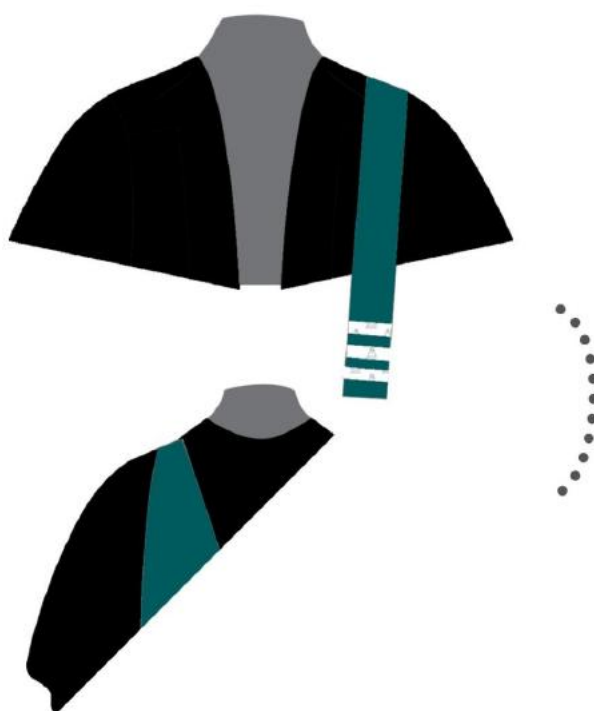
The Service Provider must ensure consistency of design, fabric quality, colour and finish across all academic dress items. Appropriate quality assurance measures must be implemented to ensure garments are regularly inspected, maintained, repaired and replaced as required to maintain the required standard throughout the Contract Term.

Current images of the academic dress are provided for reference and to illustrate the approved design, fabric finish, construction detail and colour placement. The current academic dress designs and colour specifications have been approved by ATU Marketing and are provided as reference material within this specification.

The successful Tenderer must ensure that all gowns and associated academic dress items are manufactured and supplied to an equivalent or higher quality standard and in accordance with the approved design and colour specifications. Upon request, the Service Provider must provide fabric samples, colour swatches or other evidence demonstrating compliance with the approved ATU colour palette and associated Pantone references.

The University reserves the right to reject any academic dress items that do not comply with the approved design, quality, construction or colour specifications and to require their replacement at no additional cost to the University.

ATU Undergraduate Epitogue



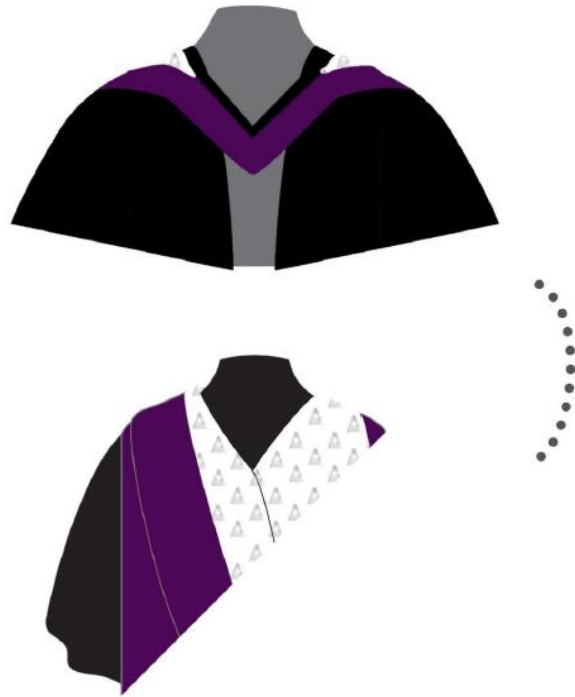
ATU Bachelor Ordinary Level



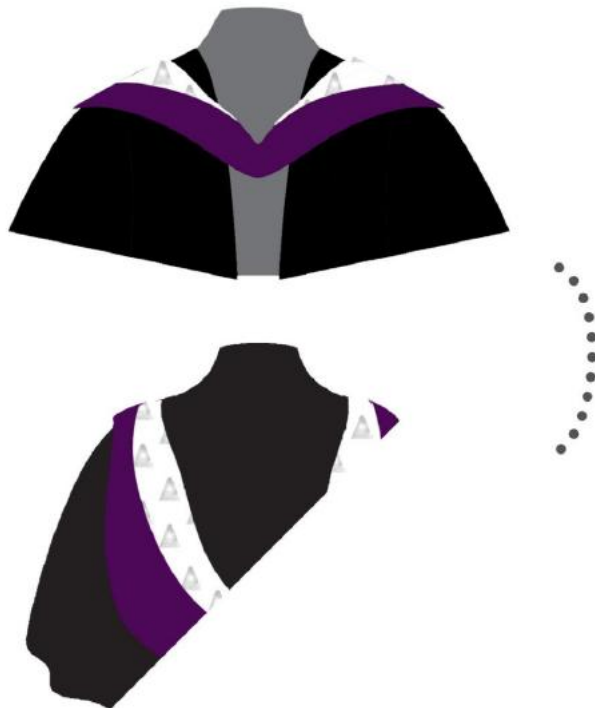
ATU Bachelor Honors Level



ATU Masters Hoods



ATU Postgraduate



ATU PhD Robe



Presidents Academic Robes along with those of the Vice President Academic Affairs & Registrar, Deans, Head of Faculty and Chair of Governing Body (9 Robes) are to be manufactured to ATU specifications and loaned to ATU for the duration of the contract. ATU are to be involved in the design of these robes. Designs to adhere to ATU colour palette as provided. Sample materials / colour choices to be physically submitted pre-production.

3.9 Sustainability

ATU is committed to reducing the environmental impact of its activities and expects sustainability principles to be embedded throughout the delivery of the Services.

The successful Tenderer should adopt environmentally responsible practices in the sourcing, manufacture, storage, transportation, cleaning, maintenance, repair, reuse and disposal of academic dress and associated materials.

Academic dress supplied under the Contract should be durable, fit for repeated use and managed in a manner that maximises its useful life. The Service Provider should implement appropriate measures to reduce waste, support reuse and refurbishment, minimise packaging, and promote recycling where practicable.

The Service Provider should seek to minimise the environmental impact of service delivery and demonstrate a commitment to continuous improvement in sustainability performance throughout the Contract Term.

3.10 Alternative Gown Suppliers

The University has provided an undertaking that graduates are not required to hire academic dress from the Concessionaire and may choose to source gowns and associated regalia from alternative suppliers.

Graduates who obtain academic dress from an alternative supplier will be responsible for ensuring that the academic dress complies with the University's Academic Dress Policy and approved specifications, including the correct gown, hood, cap and faculty or award colours applicable to their qualification and award level.

The successful Tenderer shall remain the University's official provider of academic dress and the exclusive provider permitted to operate gown hire services on university premises during conferring ceremonies. This shall not restrict a graduate's right to obtain academic dress from an alternative provider off campus.

3.11 Online Booking Services

The tenderer will be required to operate an online pre-booking facility for graduands, ATU Staff and guests of ATU prior to each scheduled graduation. The online system should be accessible on a range of devices, including mobile devices, and offer a pre-payment service for graduands, in advance of the ceremonies in order to maximise the efficiency of the operation on the days of conferring. It will be expected to incentivise pre-booking of ATU academic dress by graduands by offering a lower hire price for pre-booked robes. The provider will also be required to deliver an on-site collection and return facility for all parties from the day preceding each of the major graduation sessions and for the duration of the ceremony schedule. Arrangements for the collection/return of staff academic dress for other formal events of the University will be determined by the University in consultation with the provider in advance of the event. Other than the official provider, no other providers of academic dress will be permitted to operate on site. However, graduates may hire ATU academic dress from other providers off-site.

3.12 Resourcing and Stock Management

The tenderer will be required to maintain a pristine, high-quality stock of ATU academic dress in sufficient numbers to cater for potentially all eligible graduands for each conferring session.

The tenderer will be required to attend the relevant ATU campus/ or other venues on the days and times requested by Registry with sufficient stock of academic dress and staff to ensure an efficient robing collection and returns operation. The tenderer will be required to liaise with the other ATU operational areas, such as Estates, in relation to arrangements for accessing the campus/es/advised external venue location(s) with stock for ceremonies of the Technological University.

The tenderer will also arrange for sufficient experienced support staff to be in attendance each day to ensure efficient management of the service and that graduands and others obtaining academic dress receive an excellent customer service experience, are dealt with courteously and efficiently, and are fitted appropriately with the correct academic dress for their award (and institution, where relevant). The staff complement will include a senior official to oversee the

smooth delivery of the service and act as the point of contact for ATU staff organising the event. At least one senior member of staff will also attend the ceremony venue for the required time preceding each ceremony to assist with issues relating to academic dress, including provision for graduands who may be delayed.

3.13 Ceremony Locations

There are several Ceremonies which take place in our remote campus locations, for example, ATU Connemara Campus, ATU Mayo Campus and traditionally they are smaller in scale but require a service also. More details are available on <https://www.atu.ie/conferring>. Conferring Events may take place on the same day. Providers must ensure they can manage to have each location staffed.

The service provider will be afforded designated space(s) on the University campus/external event location at no additional cost to enable it to deliver the required service.

ATU currently operates in a multi-campus environment, and the provider may be required to make provision for robing collection/return on more than one campus simultaneously. As the University is currently reviewing the conduct of graduation ceremonies, the timing and location of conferring ceremonies may be subject to change over the term of the contract. In addition, the number of candidates to be conferred may vary over the duration of the contract.

3.13.1 ATU Galway City Campus

Currently the ATU Galway City graduation ceremony is located at The Galmont Hotel, Galway City. ATU have a requirement for the provision of separate staff and student robing location which will need to be staffed by robing professionals.

3.13.2 ATU Connemara Campus

The ATU Connemara Graduation will be hosted at the ATU Connemara Campus, Letterfrack, Co Galway on campus.

3.13.3 ATU Mayo Campus

Depending on numbers the ATU Mayo Campus graduation will be either located at the Theatre Royal Hotel or the campus location. ATU will provide rooms for robing professionals.

3.13.4 ATU Sligo Campus/ATU St Angelas

ATU Sligo Campus Graduation will take place in the main ATU Sligo Campus building for student robing. Staff robing closer to conferring venue in the sports facilities.

3.13.5 ATU Donegal Campus

ATU Donegal Campus Graduation will take place in the main ATU Donegal Campus building for student robing. Staff robing closer to conferring venue in the sports facilities.

Occasionally, the provider may also be required, at no additional cost, to:

- (a) assist ATU in the design of new items of academic dress, at the request of, and in partnership with, the University; and to produce same.

The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

3.14 Details of Contracts arising over the life of the Framework Agreement (only if Initial Contract)

In addition to the initial contract, the framework agreement will also be used for the following types of contracts.

- Assist ATU in the design of new items of academic dress, at the request of, and in partnership with, the University; and to produce same.
- Providing of academic and student robing for Graduation Ceremonies, at other ATU locations over the lifetime of the agreement.

3.15 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. 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 the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

4 Selection Criteria

The Contracting Authority is using the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

4.1 Use of the European Single Procurement Document

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

Relying on the standing of other Entities

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

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

4.2 General Declarations and Financial Capacity Requirements

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

General Information	
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.	
Financial and Economic Standing	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	(a) Confirmation that the tendering party turnover exceeded €250,000.00 in at least one 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 6 months. (b) 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. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million
Declaration	
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.	

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

4.3 Technical Capacity Requirements

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of two (2) previous comparable experience/projects, involving the features as defined in the TRD.

Personnel & Skills

Candidates must demonstrate access to at least the minimum numbers of skilled personnel stated. Please note that the skills outlined may reside in the same person.

Health & Safety Management System

Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

Quality Assurance Management System

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.

Environmental Management System

Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the TRD.

Data Protection

Applicants must demonstrate compliance with all General Data Protection Regulations and comply with ATU's GDPR Requirements. The Contracting Authority reserves the right to seek further information to verify compliance.

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.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	30%	3000	n/a
Title	Financial Proposal		
Description	Tenderers MUST complete Table 1 (Pricing Schedule) and Table 2 (Basket of Goods to Determine Ultimate Financial Contribution) contained within the Tender Response Document (TRD). The Financial Proposal will be evaluated on the basis of the Total Ultimate Financial Contribution to ATU arising from the Tenderer's proposed pricing and concession contribution as calculated in Table 2. The Tenderer offering the highest Total Ultimate Financial Contribution shall receive the maximum marks available under this criterion. The scores of all other valid Tenders shall be calculated in accordance with the methodology set out in Section 5.1.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	40%	4000	2000
Title	Methodology, and Effective Management for Service Delivery		
Description	Tenderers are required to demonstrate their proposed methodology for the delivery and management of the Services in accordance with Section 3 - Specification of Requirements. Responses must demonstrate a clear understanding of the scale, complexity and multi-campus nature of ATU conferring ceremonies and how the proposed approach will ensure the delivery of a professional, reliable, accessible and customer-focused service throughout the Contract Term. Tenderers should address the following: 1. Academic Dress and Ceremonial Robes		

	○ Provision, quality assurance, maintenance, stock management, and where required, the design, manufacture and supply of ceremonial academic dress. 2. Operational Service Delivery ○ Collection, fitting, returns, transportation, storage, venue set-up and on-site service delivery arrangements. 3. Capacity and Contingency Planning ○ Management of multiple locations, simultaneous ceremonies, fluctuating participant numbers and unforeseen operational issues. 4. Booking Systems and Customer Experience ○ Online booking facilities, payment arrangements, customer communications, participant support and late booking arrangements. 5. Accessibility and Inclusive Service Delivery ○ Arrangements to ensure accessible, inclusive and respectful service delivery for all participants, including reasonable accommodations, accessibility supports, equality and diversity considerations, and staff training. 6. Management of Change ○ Approach to managing changes to ceremony schedules, locations, participant numbers, award structures and academic dress requirements throughout the Contract Term. 7. Risk Management and Service Improvement ○ Identification of key service delivery risks, mitigation measures and continuous service improvement initiatives. 8. Understanding of ATU Requirements ○ Demonstration of understanding of ATU's conferring ceremonies, academic dress requirements and operational environment. Tenderers must confirm their ability to meet all ATU conferring dates and service requirements. Response must be limited to ten (10) A4 pages excluding graphics. This criterion will be evaluated as a whole.
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Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	15%	1500	750
Title	Technical Merit of the Proposed Team		
Description	Tenderers will be evaluated on the quality, experience, structure and suitability of the proposed team responsible for delivering the services in section 3. Tenderers should address the following elements in their response. • Contract management structure and reporting lines. • Roles and responsibilities of key personnel. • Details of the Contract Manager assigned to ATU. • Experience and expertise of personnel relevant to the delivery of academic dress, ceremony support and customer facing services • Details of company policy for recruitment and training provided to seasonal/temporary staff to assist graduates with their gowns, hood and cap at various locations relevant to this contract. • Account management arrangements before, during and after ceremonies. • Tenderers are required to provide a rationale for the proposed team structure and resource allocation. The response should explain why the proposed personnel have been selected for the Contract, their relevant experience and expertise, and the specific roles, responsibilities and level of involvement each individual will have in the delivery and management of the Services throughout the Contract Term. Note: In this regard, Tenderers are required to complete the details of all personnel in the template provided in the Tender Response Document and to provide a detailed curriculum vitae of all proposed personnel for the core team. This criterion will be evaluated in its totality. Response must be limited to four (4) A4 pages excluding CV Template & Resource Allocation Schedule.		
Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1000	500
Title	Contract Management Proposal		
Description	Tenderers should in their response to this section include specific proposals on how the contract will be managed and include reference to their approach to relationship management for the specific environment in which this contract will be delivered. Tenderers should address the following elements in their response. • Proposed and clearly defined communications protocol. • Proposed reporting format and frequency of reporting. • Proposed escalation procedures. • Proposed customer service supports. • Proposed response times for dealing with client issues.		

	- Proposed response times and procedure for dealing with unplanned and urgent requests for service. - Details of proposed billing procedures for the contract – tenderers should provide sample invoices as part of their response. Note: This criterion will be evaluated in its totality. Response must be limited to four (4) A4 pages excluding graphics		
Criterion E	Weighting	Maximum Marks	Minimum Marks - N/A
	5%	500	N/A
Title	Innovation & Sustainability		
Description	Tenderers MUST provide details of: - Sustainability measures that will be incorporated into service delivery. - Initiatives to reduce environmental impact through sourcing, transportation, maintenance, repair, reuse and recycling of academic dress. - Innovations that will improve service delivery, operational efficiency or participant experience. - Any additional value-added services that may benefit ATU. Tenderers should clearly explain the benefits of the proposed sustainability measures, innovations and value-added services and how they will support ATU's objectives. The higher quality and greater benefit the University considers the sustainability, innovation and value-added proposals to offer, the higher the score likely to be awarded. This criterion will be assessed on the totality of your submission. Response must be limited to two (2) A4 pages excluding graphics. This criterion will be evaluated as a whole.		

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

5.1 Methodology for calculating the Ultimate Financial Contribution

In arriving at the figure used to calculate the Ultimate Financial Contribution for tender evaluation purposes, the Contracting Authority will apply the pricing and concession figures submitted by Tenderers to the basket of estimated quantities set out in Table 2.

The basket of estimated quantities is provided solely for tender evaluation purposes and does not constitute a guarantee of future volumes under the Contract.

The Tenderer achieving the highest Ultimate Financial Contribution and meeting all minimum requirements under the qualitative award criteria will receive the maximum marks available under this criterion.

The scores of all other valid Tenders will be calculated using the following formula:

Where:

- **A** = Ultimate Financial Contribution of the Tender being evaluated
- **B** = Highest Ultimate Financial Contribution submitted by a bona fide Tender
- **C** = Maximum points available for Ultimate Cost

$$\text{Score} = (A \times C) \div B$$

:

The following formula will be applied:

Ultimate Financial Contribution of the Tender being evaluated	A
Highest Ultimate Financial Contribution submitted by a bona fide Tender	B
Maximum Points available for Ultimate Financial Contribution	C
Formula employed	$\frac{A \times C}{B}$

Note: 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 operator. The Client also reserves the right not to award any contract or to award part only.

5.2 Methodology for scoring Qualitative Criteria

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

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

5.3 Post Tender Clarification

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

5.4 Verification

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the framework and award of any contract.

6 Instructions for Tenderers

6.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

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.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.2 Submission of Tenders

The Contracting Authority is using the post-box facility on eTenders, and tender responses must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only tenders submitted to the electronic post-box 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

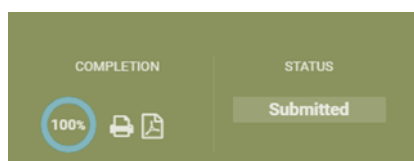
Accessing documents

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

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.

6.3 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.

6.4 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.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

6.5 Tender Validity Period

To allow sufficient time for tender assessment a tender validity period of [12 months] is required, this period commencing on the closing date by which the tenders are to be returned.

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of 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.

6.8 Collusive Tendering

If any tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

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

6.12 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.

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph,

the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

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

Potential outcomes can be:

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

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’).

6.18 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.

6.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.20 Copyright

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

6.21 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the 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.

6.24 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.

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.29 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.30 Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.31 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural

persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

The tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the tenderer in this Competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.32 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.

7 Draft Framework Agreement and Contract

Attached as separate file appendix 3