

Request for Tender (RFT)

For

Provision of Sandwiches, Wraps and related Products

To

Cork University Hospital

HSE 24742

N.B.

If you have any queries or problems completing the document, please raise a query via the messaging facility on www.etenders.gov.ie as soon as possible.

Note:

- It is imperative that all questions in the Tender Response Documents are completed in the format provided as the Tender Response Document will be used as the basis for evaluation and award.
- For general information on HSE refer to www.hse.ie
- Defined terms used in this Request for Tender include defined terms contained in the Tender Competition Rules V14 available at www.hse.ie. This Request for Tender should be read in conjunction with the Tender Competition Rules V14.
- As a guidance document, this document is not intended to be definitive and if there is any issue that requires clarification, this should be raised via the electronic messaging system on www.etenders.gov.ie

Tender Title	Provision of Sandwiches, Wraps and related Products
HSE Ref	HSE 24742
Contract Duration	24 months – 12-month x 2 extension
CPV Code/Description	15811510 – Sandwiches 15811511 – Prepared Salad 55520000 – Catering Services 14894300-4 Prepared dishes 15894200-3 ready to eat salads
Completed tenders must be returned to:	Via the e-tenders post box facility on the etenders website, www.etenders.gov.ie
Closing Date	8 th October 2026 @ 12.30pm
Queries Deadline	18 th September 2026 @ 12.30pm
HSE Tender Contact	All correspondence must be via the message facility on the etenders website, www.etenders.gov.ie .

SECTION 1: GENERAL INFORMATION

- 1.1** The purpose of this RFT is to provide Tenderers with the information that they need to decide whether to submit a tender.
- 1.2** All reasonable care was taken to ensure that the information set out in this RFT is true and accurate in all material respects as at the time of publication. However, no warranty or representation is given as to the accuracy or completeness of this information. The HSE does not accept any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 1.3** The HSE will not be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from this RFT or for any other written or oral communication made available during the course of this process. No representation or warranty is made in respect of such statements, opinions or conclusions.
- 1.4** The HSE reserves the right to amend this RFT and any information contained herein. Any such changes shall be notified via the e-Tenders post-box at www.etenders.gov.ie.
- 1.5** None of the information set out herein will constitute a Contract Agreement, or part of a Contract Agreement, or an offer to enter into a Contract Agreement, between the HSE and any Tenderer. Nothing in this RFT is, nor shall be relied upon as, a promise or representation as to the HSE's ultimate decision in relation to the award of any Contract Agreement(s) pursuant to this RFT.
- 1.6** The HSE reserves the right to take such steps as it considers appropriate, including but not limited to: changing the timetable relating to this process; rejecting any, or all, of the tenders received; abandoning this process (or any part of it) at any time.
- 1.7** No legal relationship or other obligation shall arise between any Tenderer and the HSE unless and until a Contract Agreement has been executed between said Tenderer and the HSE following the tender process.
- 1.8** The tendered prices shall remain valid for 6 months and shall be effective from the closing date for receipt of tenders under this tender process.
- 1.9** The tendered price of the successful Tenderer shall remain fixed for the Term unless otherwise agreed by the HSE.
- 1.10** The HSE reserves the right to review the suitability of the successful Tenderer at any point up to the award of contract to ensure that there has been no material change to the standing of the successful Tenderer from that provided at the time of the submission of tenders, or any time in the interim.
- 1.11** Tenderers are advised that the HSE is subject to the Freedom of Information (FOI) Acts, 2014. If a Tenderer considers that any of the information supplied in their tender response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

- 1.12** Any conflict of interest or potential conflict of interest on the part of a Tenderer or any other entity associated with a Tenderer's tender, must be fully disclosed to the HSE as soon as the conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the HSE may invite Tenderers to propose means by which the conflict might be removed. The HSE will, in its absolute discretion, decide on the appropriate course of action.
- 1.13** The laws of the Republic of Ireland are applicable to this process. The courts of the Republic of Ireland shall have exclusive jurisdiction in relation to any disputes arising from this process.
- 1.14** If there is any part of this RFT that is unclear or where the Tenderer feels that it puts them at an unfair disadvantage, the Tenderer should immediately contact the HSE via the electronic messaging system on www.etenders.gov.ie.
- 1.15** Tenderers may be asked to make a presentation of their proposals including tasting of products, attend a clarification meeting with the HSE or host a site visit by the HSE as part of the assessment of tenders. In such cases, all the Tenderers costs and expenses shall be borne by the Tenderer.
- 1.16** The HSE shall not be responsible for any payment in connection with any expenses which may be incurred by the Tenderer(s) in the preparation and submission of their tender. Any costs associated with the submission of a tender in response to this RFT are the sole responsibility of the Tenderer submitting the tender and will not be reimbursable.
- 1.17** In no circumstances shall the HSE, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this RFT.
- 1.18** No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written contract has been executed by the HSE and the successful Tenderer.
- 1.19** The HSE may cancel a tender process at any time prior to a contract being executed arising from such tender process. Any notification of preferred bidder status by the HSE shall not give rise to any enforceable rights by the any Tenderer.
- 1.20** Tenderers must provide sufficient information in their tender to demonstrate their capabilities under each of the questions in the TRD. Tenderers must complete all questions in the TRD in full as these responses will be used as part of the evaluation process. Information provided elsewhere (e.g. addendums, etc.), should be clearly cross referenced to the question to which they relate. Information which is not clearly cross-referenced, or which is provided in response to other questions in the TRD, will not be taken into consideration in the evaluation of the response to the relevant question.
- 1.21** Tenderers should note that, in order to meet any of the Minimum Eligibility Criteria set out in the tender, a Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In the event that a Tenderer wishes to rely on the capacities of another entity, it must in that case prove to the HSE that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect.
- 1.22** Tender responses may be submitted by a consortium or joint venture, provided that the submission clearly states which Tenderers are proposed to be members of the consortium,

which are to be sub-contractors and that all participants of the consortia or joint venture are jointly and severally liable for the fulfilment of the terms of the contract.

- 1.23** The HSE reserves the right to seek additional clarifications from Tenderers in connection with its assessment of their submissions but will not be held liable for any costs incurred in this regard by Tenderers.
- 1.24** For general information on HSE refer to www.hse.ie

SECTION 2: BACKGROUND

- 2.1** The HSE on behalf of Cork University Hospital (CUH) invites tender proposals for the provision of Fresh Sandwiches, Wraps and related Products. CUH does not have the onsite facilities required for preparation of sandwiches etc. on a mass scale without risks to patients, staff and visitors.

In excess of 1,000 sandwiches/wraps are bought in and delivered daily. There is an ongoing requirement for the resale of different styles of sandwiches, wraps including special dietary requirements of renal, coeliac, low fibre diets.

The tender will be split into 5 lots;

Lot 1: Individual premade salads

Lot 2: Sandwiches for resale for staff & visitors

Lot 3: Sandwiches for patients

Lot 4: Therapeutic dietary sandwiches

Lot 5: 2kg Salads

Tenderers may submit a tender for one, multiple, or all lots. Each lot will be evaluated and awarded separately and may be awarded to different tenderers.

SECTION 3: MANDATORY REQUIREMENTS

The Service Provider(s) must comply with the following Cork University Hospital specific requirements;

3.1 Product Specification

- 3.1.1** The Service Provider must ensure that all sandwich products must be supplied in accordance with the product descriptions included in the Appendix 1 Pricing Schedule for the provision of fresh sandwiches and salads to Cork University Hospital.
- 3.1.2** The Service Provider must ensure that all sandwiches, salads and their ingredients must be manufactured, stored and delivered to Cork University Hospital within the temperature range of 0 to +3 Degrees Celsius.
- 3.1.3** The Service Provider must provide a flow diagram of the process in sandwich production from raw ingredient to delivery to the customer.
- 3.1.4** The Service Provider must ensure that all sandwiches, salads and the packaging must fully conform to legal and regulatory requirements for food labelling. All packaging used for individual sandwich must of food grade quality.
https://www.fsai.ie/legislation/food_legislation/food_information_fic/legislation.html
https://www.fsai.ie/legislation/food_legislation/food_information_fic/food_information-fic.html
- 3.1.5** The Service Provider must ensure that all products must be labelled with the product name, best before/use date, quantity and batch no.
- 3.1.6** The Service Provider must ensure that all sandwiches and salads supplied must be wrapped and fully sealed. Individually wrapped products must be sealed using a tamper evident seal.
- 3.1.7** All goods must be delivered in sealed packaging (loose products delivered in sealed or unsealed Cardboard boxes may be deemed unacceptable and returned).
- 3.1.8** The Service Providers must ensure a detailed specification of each product must be available to include ingredients, nutritional information, allergen information, weights, country of origin etc.
- 3.1.9** All products to be supplied must have a shelf life of three days from the date of arrival on site.

3.2 Allergens

- 3.2.1** It is recognised that certain ingredients or substances can cause allergies or intolerances in consumers. These allergenic ingredients must be declared on the label so that consumers who have allergies or intolerances are able to identify the ingredient they are sensitive to.
- 3.2.2** There are currently 14 categories of ingredients (and products thereof) legally defined as ingredients that are known to cause allergic reactions.

These are:

- 3.2.2.1** Cereals containing gluten (i.e. wheat, rye, barley, oats, spelt, kamut or their hybridised strains
- 3.2.2.2** Crustaceans e.g. crab, lobster, crayfish, shrimp, prawn
- 3.2.2.3** Eggs and products thereof;
- 3.2.2.4** Fish and products thereof;

- 3.2.2.5** Soybeans and products thereof;
 - 3.2.2.6** Milk and products thereof (including lactose);
 - 3.2.2.7** Celery and products thereof;
 - 3.2.2.8** Mustard and products thereof;
 - 3.2.2.9** Sesame seeds and products thereof;
 - 3.2.2.10** Sulphur dioxide and sulphites at concentrations of over ten parts per million, expressed as SO₂;
 - 3.2.2.11** Peanuts, Tree nuts (almonds, hazelnuts, walnuts, cashews, pecans, Brazil nuts, pistachios, and macadamia/Queensland nuts)
 - 3.2.2.12** Molluscs and products thereof;
 - 3.2.2.13** Lupin and products thereof
- 3.2.3** The allergen(s) must be indicated on the label with a clear reference to the name under which the allergen is known either in the name of product, e.g. cake with almonds, in the list of ingredients or somewhere else on the label, e.g. contains eggs, contains nuts.
- 3.2.4** There are some exceptions where the nature of the food indicates it contains an allergen. For example, Dairy products such as cheese, butter or yoghurt are clearly milk products and milk would not need to be declared separately as an allergen.

3.3 Product Quality

- 3.3.1** The Service Provider must ensure that all products must be traceable through a system, which enables the identification of product batches and their relation with batches of raw materials, processing and distribution records
- 3.3.2** The Service Provider must have obtained an independently accredited quality standard relating to the processing, preparation and supply of sandwich products i.e. Hazard Analysis & Critical Control Point (HACCP)
- 3.3.3** The Service Provider must ensure that all stages from raw material sourcing, product processing and up to customer delivery must be done in accordance with current regulations and guidelines.

3.4` Deliveries and Procedures

- 3.4.1** Delivery personnel must;
- Behave in a hygienic manner
 - Adhere to personal hygiene regulations and rules.
 - Have a good level of personal hygiene, i.e. clean in appearance, clean hair and nails.
 - Must not engage in unhygienic practices, i.e. spitting, etc.
 - Must observe all hygiene rules set out in the Locations.
 - Must handle all food deliveries with care
 - During delivery if the delivery personnel observe any defects in the Goods, then he/she shall segregate the items in question, record and return to the Supplier.

- Delivery personnel must accept any food items rejected by the Customer due to deviations from the Specifications, including acceptable levels/criteria stipulated in the Supplier's HACCP plan.
- Must be suitably trained, attired and equipped for the safe delivery of products.
- Must not smoke in food vehicle or on the food premises or HSE smoke free campus
- All delivery / sales personnel must wear a Protective coat, Safety shoes and Hat / Mob Cap when entering CUH to make a delivery / sales call. White coats and Mob Caps are available at the delivery entrance.

3.4.2 The following standards must be in place with regard to delivery vehicles:

- Ensure delivery vehicles are suitable for the transportation of products to HSE premises.
- The vehicle must be clean and weatherproof and refrigerated where required.
- The internal surfaces of the vehicle body shall be impervious and easy to clean and the vehicle body shall be sealed, to prevent the entry of pests, exhaust fumes and other sources of contamination.
- The vehicle shall not store any items likely to contaminate food, e.g. cleaning chemicals, etc.
- Shelving in a food vehicle shall be smooth, impervious and easily cleanable.
- All products shall be segregated from other food products, to avoid cross contamination, if transported in the same delivery vehicle. This separation should be physical separation, not just packaging.

3.4.3 Procedures for Delivery

- Deliveries are required six days a week. Monday to Saturday including Bank Holidays between 07:00 and 8.30am.
- Temperature control measures and documents for delivery process to HSE premises. A log of the temperature controls may be required from time to time with deliveries.
- Products delivered will be well within its "best before" or "use by" dates
- Cooperate with regard to practical product specifications implementation and amendments to include;
 - Delivery docket control procedures and checks
 - Product delivery procedures and checks
 - Quantity delivery procedures and checks
 - Time of delivery (in agreement with catering dept. CUH)
- Emergency deliveries out of hours and weekends. This is considered outside of 08:00 to 17:00.
- During delivery if the delivery personnel observe any defects in the Goods, then segregation of the items must take place, record and return to supplier.
- Packaging should be eliminated everywhere possible and used minimally, only where absolutely necessary.
- All packaging materials where possible should be made from recyclable materials, any large packaging shall be removed from the products upon delivery and removed offsite by the Service Provider and disposed of lawfully and in an environmentally friendly manner.
- Items should be delivered in returnable containers where possible. These must be maintained in a hygienic manner; breadboards, which are stored outside, are unsuitable.

- Outside packaging must be taken away on delivery of goods from our decanting station at our loading bay.
- For deliveries that require Combi-Trolleys to be used, these trolleys should be removed at the time of delivery, or with agreement by the end-of-business on same day.
- CUH will not take responsibility for trolleys that must be stored outside overnight.
- Maximum width of trolleys should not exceed 74cms and 200cms Height.
- Procedure should be in place for unforeseen events i.e. breakdown of delivery vehicle
- Procedure for rejected deliveries by CUH for whatever reason, on getting replacement or agreed products on the same day before 12:00pm
- Demonstrate a detailed contingency plan, which will guarantee continuity of all aspects of the service in all eventualities

3.5 Product Recall

- 3.5.1** The Successful Service Provider must not have experienced a number of recalls in any of the proposed products.
- 3.5.2** In the event of a product recall, the successful Service Provider must have a detailed process control and full tracking in place to trace the affected product or product ranges and to communicate with CUH and removing from the hospital all products that are subject to a product recall.
- 3.5.3** The Service Provider must in the event of a recall make resources available to CUH in order to avoid additional costs.
- 3.5.4** The Service Provider must provide reports on corrective action.

3.6 Hazard Analysis & Critical Control Point (HACCP)

The Service Provider must, in relation to the following matters, meet the standards in place based on the HACCP and European Union Regulations as specified below:

- 3.6.1** Personnel involved in the production/handling/processing/delivery
- 3.6.2** Management of premises including cleaning, security and pest control
- 3.6.3** Procurement of ingredients
- 3.6.4** Processing of Product
- 3.6.5** Product packaging and labelling
- 3.6.6** Product sizes
- 3.6.7** Traceability of product
- 3.6.8** Storage of product during processing and packaging including temperature requirements regarding same.
- 3.6.9** The HSE reserves the right to site visit to ensure compliance.

3.7 Compliance with Legislation/Standards/Regulations

Normative References (as may be amended to as legislation changes or added to, as new relevant legislation becomes mandatory)

- 3.7.1** Regulation EC 1935/2001 relating to food contact materials in general
- 3.7.2** Regulation EC10/2011 relating to food contact materials in general
- 3.7.3** Regulation EC1333/2008 relating to food additives
- 3.7.4** Regulation EC1925/2006 relating to nutrition and health claims
- 3.7.5** Regulation S.I 283:2015 relating to Import of Food of Non-Animal Origin
- 3.7.6** Regulation S.I 311:2015 relating to Import of Food of Non-Animal Origin – Pesticide Residues
- 3.7.7** Regulation S.I 296:2015 relating to quality schemes for Agriculture Products and Foodstuff
- 3.7.8** Regulation 2009/54/EC relating to Mineral & Spring Waters
- 3.7.9** Regulation 2011/10 EC relating to Food Contact Materials Plastics
- 3.7.10** Regulation 1169/2011 relating to provision of Food Information
- 3.7.11** Regulation 1924/2006/EC relating to Nutrition and Health Labelling Regulation EC 178/2002 Traceability and Recall
- 3.7.12** Regulation S.I. 341:2007 relating to NSAI Hygiene in Food Retailing and Wholesaling
- 3.7.13** All food business operators (FBOs) must comply with hygiene of foodstuffs legislation, Regulation 852/2004/EC. This legislation lays down rules for FBOs on the hygiene of foodstuffs, including temperature control, HACCP, equipment, transport, waste, Personal hygiene and training
<https://www.fsai.ie/enforcement-and-legislation/legislation/food-legislation/food-hygiene/hygiene-of-foodstuffs>
- 3.7.14** FBOs dealing with foods of animal origin must also comply with Regulation 853/2004/EC which sets out specific hygiene rules for these types of products.
https://www.fsai.ie/legislation/food_legislation/food_hygiene/specific_hygiene_rules_for_food.html
- 3.7.15** FBOs must also comply with legislation on general food law, Regulation 178/2002/EC, which requires all food businesses to have a traceability system in place. FBOs must be able to identify who they have received food from and who they have supplied it to (except for those businesses supplying the final consumer). FBOs must not place unsafe food on the market.
<https://www.fsai.ie/enforcement-and-legislation/legislation/food-legislation/general-principles-of-food-law>
<https://www.fsai.ie/enforcement-and-legislation/legislation/food-legislation/general-principles-of-food-law/general-principles-of-food-law-legislation>
- 3.7.16** Additional legislation may be required depending on the category of business. See more information on food legislation at;
<https://www.fsai.ie/enforcement-and-legislation/legislation/food-legislation>
- 3.7.17** To this end, all tenderers must provide evidence to demonstrate that they have a food safety Management system is in place to at least include the following:
-FBO Registration with a Competent Authority or equivalent (all lots); and

- FBO Approval with a Competent Authority (only where the scope of the relevant lot involves handling/processing of products of animal origin)
- 3.7.18** Fully documented hazard analysis critical control point (HACCP) plan demonstrating how food safety hazards are controlled and prevented in the processing, packaging and distribution of the product.

3.8 Contract Manager

- 3.8.1** The Service Provider shall nominate a Contract Manager who will be available on award of the contract and who will act as the main point of contact for the duration of the contract.
- 3.8.2** The Contract Manager shall have responsibility to manage, liaise and oversee the Contract and to act as the tenderers primary contact for CUH in relation to all Contract matters. The Contract Manager shall be required to liaise with the nominated CUH representative.
- 3.8.3** The Contract Manager shall have the appropriate qualifications and experience to commensurate with their duties
- 3.8.4** Tenderers must ensure that notification is sent in writing as soon as possible to CUH on any proposed change to the Contract Manager, replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience
- 3.8.5** The Contract Manager shall be responsible for the implementation of the contract and ensure that capacity requirements are met in full relevant to the service required for this Contract.

Where Applicable:

SECTION 4: PROVISION ADDRESSING OBLIGATIONS AND RESPONSIBILITIES UNDER THE CHILDREN FIRST ACT 2015.

- 4.1** Where any of the successful Tenderer's Personnel and/or sub-contractors carry out any work or activity, a necessary and regular part of which consists mainly of the successful Tenderer's Personnel or sub-contractors having access to, or contact with children in any of the types of establishments listed in Schedule 1 of the Children's First Act 2015 (which for the avoidance of doubt includes any hospital, hospice, health care centre or other centre which receives, treats or otherwise provides physical or mental health services to children), the services provided by the successful Tenderer shall be regarded as "Relevant Services" for the purposes of the Children First Act, 2015 (the "Children First Act") and the successful Tenderer shall comply with all applicable obligations arising under the Children First Act and the Children First National Guidance for the Protection and Welfare of Children 2017.
- 4.2** Where Clause 4.1 is applicable, the successful Tenderer shall:
- 4.2.1** carry out a Child Safeguarding Risk Assessment in accordance with Section 11 (1) and (2) of the Children First Act;
 - 4.2.2** ensure a Child Safeguarding Statement (reviewed in last 24 months) is in place, is displayed in a prominent place and is furnished to all staff, as per Section 11 (3-10) of the Children First Act;
 - 4.2.3** ensure that a procedure for maintaining a list of Mandated Persons (as per Schedule 2 of the Children First Act) is in place;
 - 4.2.4** ensure that Mandated Persons (as per Schedule 2 of the Children First Act) have been identified and informed of their role;
 - 4.2.5** ensure that a Child Protection & Welfare Policy is in place;
 - 4.2.6** ensure that all staff and relevant volunteers have completed the HSE e-Learning Module "An Introduction to Children First"; and
 - 4.2.7** ensure that the HSE Children First Implementation and Compliance Self-Audit Checklist has been completed and is available on request.
- 4.3** Without prejudice to Clause 4.1 above, upon request from the HSE, the successful Tenderer shall, irrespective of whether the Services it provides are regarded as "Relevant Services" within the meaning of the Children First Act, provide reasonable assistance to the HSE so that the HSE can undertake appropriate risk assessments and put in place appropriate controls to safeguard children from harm as part of the HSE's Child Safeguarding Risk Assessment and Child Safeguarding Statement, which controls may include requiring the successful Tenderer's Personnel and/or sub-contractors to be Garda Vetted in accordance with the relevant clause of the Contract Agreement, undertake assigned Children First training and adhere to applicable HSE Child Protection and Welfare policies (as applicable).

SECTION 5: INSURANCE AND TAX COMPLIANCE

- 5.1** The successful Tenderer shall be required to hold for the term of the Contract, insurances of the type and to the level specified below:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million for any one claim or series of claims arising out of a single occurrence (where required, if self- employed this is not necessary)
Product Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence
In the case of Employer's Liability and Public Liability Insurances, an indemnity to Principals clause must be included.	

- 5.2** Tenderers are asked to provide, as part of their tender response, written confirmation that they hold or will hold, if successful, the above types and levels of insurance. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) the contract.
- 5.3** Prior to the award of the contract, the successful Tenderer will be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners or equivalent body. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status.

SECTION 6: MINIMUM ELIGIBILITY AND AWARD CRITERIA

The evaluation of tender responses will be conducted in the following stages:

6.1 Minimum Eligibility Criteria

6.1.1 Tenderers who do not, in the opinion of the HSE, confirm and/or demonstrate compliance with any of the Minimum Eligibility Criteria in Table 6 below will be excluded from further consideration.

6.1.2 Compliance with each of the Minimum Eligibility Criteria must be effective from the date of tender submission.

Main Criteria	Sub-Criteria	Minimum Eligibility Pass/Fail
European Single Procurement Document (ESPD)	Part III of the ESPD	<i>Confirm that none of the Exclusion Criteria listed in Part III of the ESPD applies to the Tenderer or any other Economic Operators who form part of the tender response (see Part G of the TRD).</i>
Tenderer Declaration	Tenderer Declaration	<i>Confirm that the tender has been submitted consistent with the requirements set out in the Tenderer Declaration. (See Part F of the TRD).</i>
Children's First Act Declaration	Children's First Act Declaration	<i>Where applicable and if relevant, confirm that all applicable requirements arising pursuant to the Children's First Act 2015 and the Children First National Guidance for the Protection and Welfare of Children 2017 shall be complied with. (See Part I of the TRD).</i>
Mandatory Service Requirements	Mandatory Service Requirements	<i>Confirm that the Managed Service will be provided in compliance with each of the Mandatory Service Requirements listed in Section 3 of this RFT.</i>
Economic and Financial Standing	Overall Turnover of Tenderer's Organisation	<i>Confirm that the turnover of the Tenderer, or if a consortium or joint venture, that the combined turnover of the Economic Operators who are part of the consortium or joint venture meet or exceeds a minimum of €200,000 per annum in each of the last three years.</i>
Technical and Professional Ability	Experience	<i>Relevant company experience and track record of supplying similar contracts to the HSE's specific requirements in this tender x 2. One to be in a healthcare setting</i>
Insurance	Insurance	<i>Confirm compliance with the Insurance level of cover set out in Section 5 of this RFT.</i>

6.1.3 Please note Tenderers are not required to complete and return an ESPD with their tender response. It will be sufficient for Tenderers to self-certify compliance with the requirements of Part III of the ESPD in Part F of the TRD.

6.1.4 If the tender is submitted by a consortium or joint venture, then if any of the exclusion criteria listed at Part III of the ESPD applies to any of the members of the consortium or joint venture or where any of the members of the consortium or joint venture fails to

demonstrate its reliability despite the existence of a relevant exclusion ground, then that tender will be excluded from further consideration in this tender process.

- 6.1.5** Compliance with each of the requirements contained in the ESPD must be effective from the date of the tender submission.

6.2. Award Criteria

- 6.2.1** Tenders that confirm and/or demonstrate compliance with the Minimum Eligibility Criteria (and are not otherwise excluded) will be evaluated to determine which presents the most economically advantageous tender for the purposes of ranking the tenders received. Tenders will be evaluated using the award criteria and associated weightings outlined below:

Award Criteria		Weighting	Max Marks	Minimum Scores for PASS=50%
Main Criteria				
G1.	Methodology and Contract Management	30	300	150
G2.	Good Recall, Continuity of Supply and Reliable Drivers	30	300	150
D.	Cost	40	400	N/A
Total Maximum Score Available				
		100%	1000	

SECTION 7: EVALUATION PROCESS

- 7.1** Tenders will be evaluated in terms of the quality of responses under each Award Criteria and the extent to which they meet and exceed the stated requirements. Based on the assessments of the responses under each criteria, tenders will be awarded a rating score in accordance with the following table:

Rating	Rating Score
Excellent Response	5
Very Good Response	4
Good Response	3
Fair Response	2
Poor Response	1
No Response	0

- 7.2** The maximum rating score achievable is 5/5 per Award Criteria. The rating score will then be converted into the equivalent mark based on the weighting for that Award Criteria.
- 7.3** If required, to identify the marks to be awarded for Ultimate Cost, the Rates will be multiplied by twelve (12) to determine the annual cost for each tender response. The annual cost will be used to determine the marks for Ultimate Cost for each tender.
- 7.4** The evaluation will then compare each tendered annual cost against the lowest tendered annual cost.
- 7.5** The lowest annual tendered cost shall be awarded the maximum marks available under the cost criteria.
- 7.6** The marks for Ultimate Cost for each tender shall be calculated using the following formula:

$$\frac{\text{Total Marks for Cost} \times \text{Lowest Tendered Annual Cost}}{\text{Tendered Annual Cost}} = \text{Marks achieved for Ultimate Cost}$$

- 7.7** The total marks achieved for each Award Criteria will be added to the marks achieved for Ultimate Cost to determine the overall marks awarded for each tender.

- 7.9** Tenderers will be required to provide the above evidence, and any other information which may be required, within the timeframe specified by the HSE.
- 7.10** The HSE does not bind itself to accept the lowest cost tender and will not pay any compensations whatsoever in connection therewith. It reserves the right to reject in whole or in part, any or all tenders received.
- 7.11** Tender responses will be evaluated in their own right. No recognition will be given to information previously submitted. No unsolicited communications from Tenderers will be entertained during the evaluation period.