



REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENTS IN TWO LOTS

Title:	Framework Agreements for Research Services in Two Lots: • Lot 1: a) Review and update of the current Industry and Economic Research analysis of the design and craft sector b) Deep dive analysis on economic and innovation impact of the digital design sector using economic, survey and qualitative analysis. • Lot 2: Provision of Annual DCCI Client Economic Survey and Sentiment Tracker Survey
Contracting Authority:	Design & Crafts Council Ireland
eTenders Ref (CFT Resource ID):	9040750
Procedure:	Open
Issue Date:	Friday 11 th September 2026
Closing Date for Queries:	Thursday 1 st October 2026 @ 12 Noon Irish Time
Closing Date for Tender Submission:	Monday 12 th October 2026 @ 12 Noon Irish Time
Submission of Queries:	Via the messaging facility on www.etenders.gov.ie only.
Submission of Tenders:	Via the electronic submission facility on www.etenders.gov.ie only.
Notes:	• Please note that information relating to this competition, including clarifications and changes, will be published on the Irish Government's online Portal 'eTenders' (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. • Please upload your response as a ZIP FILE to protect the integrity of the file names.

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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.

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.

At its absolute discretion, the Contracting Authority may elect to terminate this procurement process at any time, or any contract awarded in accordance with the agreed termination provisions of the contract.

Tenderers are advised the Contracting Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Tender considers that any of the information supplied in their 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.

If any individual member of a Tenderer grouping is included in more than one tender for this competition, each individual or lead in a group must provide a statement declaring that they are aware of this ‘multiple participation’ and this has been brought to the attention of all the groupings they belong to. Depending on the situation, the Contracting Authority may take all appropriate steps and/or request the Tenderer to take whatever action is necessary, in order to avoid any conflict of interest or a distortion of competition to the satisfaction of the Contracting Authority.

Use of a Tender Response Document

The Contracting Authority has 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.

Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

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

- Appendix 1 – draft Framework Agreement
- Appendix 2 – draft Services Contract

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

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

1 About the Contracting Authority

1.1 The Contracting Authority

Design & Crafts Council Ireland is the national agency for craft and design in Ireland, we support designers and makers to develop their businesses in a sustainable way, and advocate for the societal benefits of craft and design. DCCI's activities are funded by the Department of Enterprise, Tourism and Employment via Enterprise Ireland. DCCI currently has 68 member organisations and over 3,500 registered clients. Further information is available at our corporate website www.dcci.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.

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

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

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 or other grouping, 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 the grouping.

2 Scope of the Framework Agreements

2.1 Type of Framework Agreements

The Contracting Authority proposes to engage in a competitive process for the establishment of two single-party framework agreements, one per Lot, on foot of an initial call off contract for the provision of up to date industry and economic research analysis in the design and craft sector.

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.

2.2 Overall Requirements under the Framework Agreements

A Framework Agreement will be established for each Lot, as follows:

- Lot 1
 - a) Up to Date Industry and Economic Research analysis of the design and craft sector
 - b) Deep dive analysis on economic, innovation and skills impact of digital creative industries (see definition of those industries on page 12) using data from lot 1(a), additional survey and interview data.
- Lot 2 – Annual Client Economic Survey and Sentiment Tracker Survey.

Tenderers may apply for one or both Lots.

For full details of the specification, please refer to Section 3 below.

2.2.1. A summary of the initial call-off contracts in each Lot

The initial call-off contracts in each Lot will cover the provision of the services under the Framework Agreements outlined in detailed in Section 3 below and will be for a period of two (2) years, with an option to extend it for periods of one (1) to two (2) years subject to strategic alignment, satisfactory performance and budget availability.

While it is indicated that the initial call-off contract may be awarded to the most economically advantageous tender immediately following the establishment of the framework, it should be noted that the Contracting Authority may at its sole discretion establish the framework agreement without awarding the initial contract should the circumstances so dictate.

Please note that the Contracting Authority reserves the right not to award the initial contract, however the initial contract will be used as the basis for the appointment of the framework member(s). In certain circumstances where discrete pricing is provided, the Contracting Authority reserves the right to award part of the initial contract.

2.2.2. Nature of Additional Call-Off Contracts under the Framework Agreements

Additional Contracts likely to arise under the framework including

- Follow-on services to the initial contract;
- New services directly linked or similar to the initial contract covered within the scope of the Framework Agreement.

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

2.3 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
Clarification/verification meetings (if anticipated)	As necessary at the discretion of DCCI
Award decision	Q3 2026
Framework Agreement Commencement	Q3 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.

2.4 Admission to the Framework Agreements

This competition relates to the establishment of two single-party framework agreements with one economic operator per Lot. Thereafter each party in each Lot will be per entitled to be considered for all call-off contracts within the scope of the framework agreement.

2.5 Duration of the Framework Agreements

The framework agreements will be for a maximum period of four (4) years.

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

2.6 Estimated Value of each Framework Agreements

It is envisaged that maximum spend under these framework agreements will not exceed €390,000 Excluding VAT which is organised as follows:

Maximum value of Lot 1: (a) €200,000 +(b) €50,000

Maximum value of Lot 2: €140,000

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreements.

2.7 Awarding Contracts under the Framework Agreements

In the case of a 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.

2.8 Right to tender outside of the Frameworks

The Contracting Authority intends to use the frameworks 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.

2.9 Compliance with the Terms and Conditions of the Framework Agreements

Admission to the framework agreements 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 regarding these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

2.10 Award to Runner Up

If, following the award of any contract under these framework agreements, 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.

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer from this competitive process; the Contracting Authority reserves the right to award the initial contract to the tenderer with the next highest score based on the original competition, at any time during the tender validity period.

3 Detailed Specification of Requirements

Lot 1 (a) requirements

Context and background

The Design and Craft sector is a key part of Ireland's creative and cultural economy, contributing both directly and indirectly to Ireland's economic and social wellbeing. The government of Ireland does not currently capture data on the creative economy through national statistics at an aggregate level or have an official definition of what constitutes the Creative and Cultural sector. A recent EU study estimated the scale of the Creative and Cultural sector and provided a new framework for estimating the contribution of different subsectors such as design, craft, digital design, audio visual and other sectors. This study did not provide a disaggregated estimate of Design and Craft for Ireland.

The most comprehensive source of information on the impact of Design and Craft on the economy is the economic analysis commissioned by DCCI in 2021: Economic Impact Assessment of the Design and Crafts Sector of Ireland.

There is now an opportunity to update the DCCI assessment in alignment with the EU approach, and in the process understand the role of different subsectors such as Design intensive industries and craft.

The core part of the research will be to outline the impact of the Design and Craft sector. In addition, as part of the analysis, providing a sectoral breakdown on craft; design intensive; design in other sectors; and digital design will support future policy discussions on support for the sector.

DCCI is a membership organisation and currently has 67 member organisations, known as DCCI's Guilds, Associations, Networks & Societies (GANS). It also has more than 3,500 registered client enterprises. The client base includes a very broad range of disciplines and is geographically widespread. A large proportion of Irish design and craft businesses are characteristically small in scale and typically highly labour intensive. There are also businesses of scale and both are relevant to the evaluation of the sector's economic impact. Taken

nationally, the industry is a significant employer, while also providing viable, sustainable enterprises in many rural and local economies across all regions of the country.

Purpose of the research

The purpose of this independent research project is to develop rigorous estimates of the scale and prevalence of Ireland's vibrant design and craft sector as a whole, with a clear breakdown of those craft and design discipline clusters that DCCI specifically serves, similar, but with room for improvement, to the research carried out on behalf of DCCI in 2021 – Economic Impact Assessment of the Design and Crafts Sector of Ireland (Lot 1(a)), and ongoing research of DCCI's membership (Lot 2).

For the avoidance of doubt, Lot 1 concerns the macro-economic assessment of Ireland's Design and Craft sector; and Lot 2 concerns micro-economic and sentiment analysis of the DCCI client membership.

The findings will be instrumental in informing DCCI's strategic plans, particularly the development of the new organisational strategy due to commence on January 01, 2027. They will also be central to devising and implementing appropriate programmes to sustain and further develop the design and craft sector in Ireland, in partnership with other relevant organisations. The research will ultimately enable DCCI and its partners in presenting robust evidence and data about the size, nature and potential of the design and craft sector to Government, funders and partners.

It is understood that the research project will require using the best available data from sources such as the Central Statistics Office (CSO), Eurostat, and the Organisation for European Co-operation and Development (OECD), Company registration office (CRO), DCCI's own data and other relevant sources as proposed by the Contractor for the client. The focus of this study should be on all disciplines of craft and key disciplines within Ireland's overall Design and Craft sector, and other sectors within the digital creative industries that may not be included in the national data.

In line with DCCI's previous research which dates from 2021, the geographical focus would be on the Republic of Ireland and would concentrate on:

- Profile of the Industry
- Employment in the Sector
- Skills and Demographics Characteristics
- Demand for Irish Products

Using both qualitative and quantitative data, this independent research would result in updated Economic Impacts:

- Estimation of Gross Value Added (GVA)
- Productivity
- Estimation of Turnover
- Number of companies/ entities in operation.
- Estimation of Production Value
- Estimation of Costs of Materials
- Multiplier Analysis
- Current and future employment potential
- Broader economic impact for related industries

There will be a requirement for key metrics to be updated annually within the timeline of the framework for monitoring and reporting purposes.

For the purposes of this study, it is important to distinguish between:

- the overall Design and Craft sector, which forms the subject of this Economic Impact Assessment;
- the design subsectors to be analysed within that sector; and
- the categories of practitioners and enterprises that fall within DCCI's remit.

These classifications are related but serve different purposes within the study.

The focus of the DCCI study should be on all disciplines of craft and the key disciplines within Ireland's overall design sector, both as a whole and through a separate analysis of those disciplines that fall within DCCI's remit.

For data purposes, the related NACE codes for both sectors were agreed as part of the previous study, together with identified gaps where companies or entities were too small to appear in national datasets. The previous methodology may be used as the basis for this study and updated where appropriate.

How the different types of design are reflected should form part of both the data capture methodology and the recommendations arising from the research.

Design

For the purposes of this research, designers can broadly be grouped into two principal categories:

Designer Makers – designers who create products or objects for sale. These businesses are often closely aligned with craft enterprises.

Professional Designers – designers who provide design services to clients for a fee. This category may include designers working across a range of disciplines, including digital design and other design-intensive industries.

While some practitioners may work across both categories, they will generally specialise in one.

Craft

Craft includes objects made, wholly or predominantly by hand, by a craft maker. Disciplines range from ceramics and glass to jewellery and furniture, encompassing both small-batch production and unique one-off pieces, and may include the use of innovative or non-traditional materials.

DCCI's remit

DCCI supports the development needs of Designer Makers and Craftspeople through enterprise development programmes and services.

DCCI also advocates on behalf of the wider Professional Design community by influencing policy development within Government and its agencies.

DCCI champions the role of design and designers in business and society, promoting the adoption of design thinking methodologies by organisations to solve complex problems and support innovation.

Defining the detailed terms of reference for this study will be discussed and agreed with a Steering Committees for this project. The Steering Committee for Lot 1 (a) and Lot 2 will comprise members of the DCCI Executive. The Steering Committee for Lot 1 (b) will comprise members of the relevant partner organisations including Department of Enterprise, Tourism & Employment (DETE). (See “Key steps in this project” below.)

The research report should outline scenarios for potential opportunities and the future positioning of the sector. This should be based on supports being provided by DCCI and also by other stakeholders in the design and craft sector. It should also identify relevant current and future trends that may impact on the design and craft sector. Based on these, it should identify recommendations in support of development of the market for design and craft.

It is anticipated that this Economic Impact Assessment will draw on previous research carried out on behalf of DCCI (most recently in 2021) and will compare and contrast changes in the industry since then. Tenderers should consider this as part of the methodology.

Key steps in this project:

The first step in this project will be to agree the detailed Terms of Reference for this study. The successful tenderer(s) will work with DCCI for Lot 1(a) and Lot 2 and the Steering Committee for Lot 1 (b) on finalising the terms of reference and the associated timeline. This will include defining the scope of the disciplines to be covered by the study.

- Key Performance Indicators (KPIs) will be discussed and agreed
- Study of primary and secondary sources of data
- Ongoing progress reviews

This phase will focus on evaluating best available data from national sources as well as data from DCCI. Reports from other international organisations should also be included. Throughout this phase, monthly meetings with a DCCI will take place to review progress.

Reporting on outputs:

The final report shall address all elements of the agreed Terms of Reference and be submitted to DCCI in both Microsoft Word and PDF formats. This report should include:

- Executive summary
- Infographics
- Data presentation and analysis
- Findings and recommendations

The findings will be presented to the DCCI Board prior of the publication of the report.

Lot 1 (b)

There is also a secondary purpose of the research, to identify the impact at a sub sectoral level for **digital creative industries**. This purpose will be manifest itself in Lot 1(a) as a clear and separate cohort of the impact assessment, and also as a separate Lot 1 (b), for which more specific research is required. There is an overlap between the DCCI membership and digital creative industries who are represented as part of the Digital Creative Industries Roadmap 2024-2026. Digital creative industries, as defined by the Roadmap, include the sub-sectors of:

- Design sectors including industrial design, product design, visual communications, Ui/Ux and interaction design, service design and strategic design;
- Digital games sector;
- AR/VR/MR(Augmented Reality / Virtual Reality / Mixed Reality)
- Content creation sectors including commercial communication agencies

As part of the Digital Creative Industries Roadmap, a core goal is to understand the economic impact of these subsectors on the economy. The updating of the economic analysis and framework provides an opportunity, to include the digital creative industries in the analysis and provide a separate dataset as an output of the analysis. This data set would be a key input into Lot 1(b) which will provide a focused report on the Digital Creative Industries.

Several studies have been undertaken both in Ireland and at an EU level that provide estimates of the contribution and that this is a significant sector in terms of Gross value add, Employment, productivity, innovation and potentially wellbeing. It is worth noting that the previous study focused on the UK definition of design, which was the most relevant at the time. In the interim the EU have presented a study that measures the impact of Craft and Design within the Cultural and Creative sectors. Given the alignment of data collection approaches between the CSO and Eurostat, considering the EU emerging approach might offer a more useful approach moving forward

The key studies for Ireland's design and craft sector and subsectors to date have been:

2015- [‘The Irish Design Footprint’](#), undertaken by the Dept of Enterprise, used the then UK definition of design and included design intensive industries basing the estimate from Irish National Statistics using NACE codes that aligned with UK definition of design.

2021- [Grant Thornton 2021 Economic Impact Assessment of Design based and Craft Industries](#): The study undertook an in-depth analysis using a combination of Eurostat, national statistics, Company Records Office and Design and Crafts Council of Ireland (DCCI) member surveys to understand the impact of design intensive and craft industry. As part of this process, the researchers worked with DCCI to identify the relevant NACE codes. The assessment also looked at design and crafts' impact on innovation, through a review of the National Innovation Survey.

2022- The EU Working Group on Culture Statistics **[‘Measuring Culture and Creative Sectors in the EU Preliminary Results from the Project’](#)** published a paper providing data on employment, GVA, productivity impact, spillover impacts and impact on wellbeing metrics for the Cultural and Creative sectors- of which all sectors represented by DCCI membership would have been represented. The study used only nationally available data, and the figures for the creative sectors aligned relatively closely with the Grant Thornton assessment.

2024- [Alma research into the Audio Visual Sector, including Gaming and VR/ AR](#): This research used a combination of Department of Tourism data on activity in the sector,

Company Records Office and industry surveys to provide estimates of the value add, exports, employment and spill over benefits. There is also a lot of detail on skills and diversity of employees.

Annual Surveys [The Institute Of Advertising Practitioners In Ireland \(IAP\) Annual Member Survey](#) provides annual employment, revenue and skills data based on members of the IAPI. The CSO also provides economic data on the advertising and market research industry, which can be disaggregated.

Objectives of Research

- Create an economic analysis based on a clear definition of what constitutes the Creative and Cultural sector in Ireland, and to ensure that this aligns with current best EU practice from a data collection perspective and how the Design and Craft Sector fits within this definition.
- Provide an updated approach and estimate of the economic impact and contribution of the Design and Craft sectors using all available international, national, sectoral and other data on business not currently measured in national statistics.
- Recommendations on how to support the development of the market for the sector based on scenarios for potential opportunities and the future positioning of the sector, based on the identification of relevant current and future trends.

Sub objectives

- Clear definition of role of Creative and Cultural sector, and Design and Crafts contribution in Ireland.
- Identification and summary of key trends impacting on the sector.
- Identify and provide data on key KPIs that can be estimated using current data- GVA, employment, productivity, spatial activity, export data, innovation, wellbeing impact.
- Analysis of any key trends in the data since the 2021 study.
- Provide separate breakdown of KPIs for design intensive industries described on page 12; Digital Design (Commercial Design, Digital Games, Immersive Technology, and commercial creative agencies); and Craft industries.

Optional/ Possible

- Create an estimate of the return on government investment for the Design and Craft Sector, and for the digital creative industry sectors cited above and projections on return for future investment.
- Outline how innovation impact is currently captured or could be captured from existing data sources.
- Outline any improvements in data collection at a national level that could improve ongoing estimates of the impact of the Design and craft sector.

Desired Outputs

- DCCI focused reports- An up-to-date comprehensive Industry and Economic sectoral data report and annual research and revision of a subset of KPIs each year. A market development report outlining opportunities based on trends.
- Digital Creative Industries Estimate- This would be a data file that would be included as an input into a more detailed report in lot 1(b). The data file would provide data on the impact of the Digital Creative Digital industries using all available indicators, and if possible, estimate how to measure KPIs moving forward from existing data sources.
- Estimate of how the Design and Craft sector contributes to the Creative and Cultural Sector within the EU approach/ definition of Irelands CCS impact.
- Clear background methodology as a separate document outlining the approach to defining sectors, data gaps and suggestions for improvement measurement at a national approach and within industry surveys. Provide a clear list of all sources of data available.

3.1 Lot 1(b) Requirements – Creative Industries Survey and Report

Context

The [*Digital Creative Industries Roadmap 2024-2026*](#) focused on subsectors of the Creative and Cultural sector. Digital creative industry includes the industry sub-sectors of;

- Design sectors including industrial design, product design, visual communications, Ui/Ux and interaction design, service design and strategic design;
- Digital games sector;
- AR/VR/MR(Augmented Reality / Virtual Reality / Mixed Reality)
- Content creation sectors including commercial communication agencies

As part of the *Digital Creative Industries Roadmap*, a core goal is to understand the economic impact of this subsector on the economy. This tender is for research and analysis that will deliver a report that outlines the current and potential impact of the Creative Digital Design industry on the economy overall, and ways in which future growth can be optimised based on the research.

The updating of the economic analysis and framework for the Design and Craft sector in Lot 1(a) provides an opportunity, to include the Digital Creative industries in the analysis and provide a separate dataset as an output of the analysis. As part of Lot 1(a) a data-based definition of what constitutes the Digital Creative industries will be produced, aligning them with NACE codes or other data sources.

To support the implementation of the *Digital Creative Industries Roadmap 2024-2026*, a working group of representative organisations was established including industry representative organisations including DCCI, the Irish Advertising Practitioners Institute (IAP), Eimersive, Institute of Designers Ireland, Imirt and government organisations including Creative Ireland, DETE and Enterprise Ireland. These organisations have been key stakeholders in the development of the *Digital Creative Industries Roadmap 2024-26* and the working group is commissioning this research to establish a clear benchmark on the impact of this subsector on the Creative and Cultural Sector, and on the economy overall.

The Roadmap was launched in 2024, with the aim of supporting the specified sectors sector build on their contribution to Ireland's economy in the following ways:

1. Economic contribution to the economy through direct wage and creation of value add.
2. Employment and skills creation.
3. Acting as catalysts for innovation- directly or indirectly for clients and suppliers.
4. Spillover impact - generating transversal skills.

In 2024, the Digital Creative Industries Working Group began exploring data collection options to benchmark the contribution of their collective sector to the overall creative sector, and to the wider Irish economy. The working group identified the opportunity to use the economic analysis of the Design and Craft sector by DCCI, to create a sub analysis of the Digital Creative Industries to establish benchmark data for the sector on the key impact areas.

Some data exists on each of the subsectors but has not been combined in a consistent way. DCCI has created the detailed economic analysis and supplements this with annual membership survey. The Institute of Advertising Practitioners Ireland (IAPI) also carries out detailed surveys of membership to identify the economic contribution and key trends in the sector. The gaming and AV/ VR sector recently contributed survey data through IMIRT to the Alma study of the Audio-Visual sector, but do not currently survey their members annually. The report should look at an approach to aggregating the data based on a clear definition, using the data from lot 1(a). If necessary, it can also include any additional data from surveys or other sources to refine this data.

The table below outlines current estimates on the key KPIs, indicating the relevant subsectors where sectoral data for the different subsectors for the Digital Creative Industry has been collected and the key KPIs in the DCCI report are updated annually.

SECTOR	YEAR	GVA	EMP.	OTHER DATA	Sources	Provided by
Design intensive (excl. craft)	2019	€2.7bn	37K	GVA Employment Productivity Enterprise Spillover impacts Exports Location Skills Innovation	CSO, Eurostat, DCCI member survey, CRO	Grant Thornton 18k companies
Gaming (development & publishing)	2024	.2bn	2.7K	GVA Employment Enterprise Diversity Skills	Imirt/ Alma survey and CRO	Alma Economic (Employment includes direct, indirect and induced)
VR/AR	2024	.05bn	.9K	GVA Employment Enterprise Diversity Skills	Eirmersive/ Alma survey	Alma Economic (Employment includes direct, indirect and induced)
Advertising(&mkt research)	2023	€1.2BN	2k*	GVA Employment Wages Revenue Future trends	IAPI members, CSO	IPSOS IAPI survey/ CSO/ CORE GVA includes market research *Employment figures are purely IAPI survey based

A second key output of this Lot is in developing an approach to understanding the role of the sector as a catalyst for innovation and should be included as part of the report. The final input would be to look at how the sector is contributing to the generation of transversal skills through both employees and clients.

As well as establishing the benchmark KPIs, the aim of the research will be to identify other key impacts that have been identified within the Digital Creative Industries Roadmap and by the working group but cannot currently be measured within national level data. These include:

- Innovation acceleration both within the sector and within clients
- Creation of transversal skills that increase overall productivity within the economy.

Objectives

Provide research and analysis to generate a benchmark estimate of the impact of the specified digital creative industry sectors, estimate potential growth and identify the key challenges and opportunities to support this growth.

Sub objectives

- Analysis of KPIs and challenges by each subsector in the Digital Creative Industries (DCI)
- Estimate or research the impact on innovation of DCI
- Estimate or outline the impact on the generation of transversal skills beyond the sector.
- Provide initial ROI models based on current and future levels of investment in the sector.
- Identify trends, opportunities and challenges to generate growth scenarios for the DCI.

Methodology

Overall, the tender is for research and analysis that will deliver a report that outlines the current and potential impact of the Creative Digital Design industry on the economy overall, and ways in which future growth can be optimised based on the research.

The methodology can be outlined by the tenderer; however this report will be partially based on data collected as part of the economic analysis of the design and craft sector outlined in Lot 1(a). The methodology should cover the key areas outlined below:

Create a benchmark and trended analysis of the Creative Design Industry Sector- (Data analysis/ Survey creation)

- Provide a clear description and definition of the digital creative industries, and how they fit into the Creative and Cultural Sector definition emerging at an EU level. Align with Lot one and agree the NACE codes most relevant to this sector.
- Provide a short summary of the challenges and opportunities facing the sector- using available data in the Digital Creative Industries Roadmap and any other industry representative reports issued since.
- Review and analyse data provided as an output of DCCI economic analysis of the design and craft sector in Ireland, of the Creative Digital Industry sector.
- Review all annual survey data not included in DCCI data- IAPI survey, and Eimersive and IMIRT contributions to Alma study in 2023.
- Review creative digital industry data provided and identify if any additional data needs to be included to refine the data, and how this data can be accessed.
- Currently data for the Gaming and VR/AR sector is sample data from 2023 and may need to be updated with additional data through company surveys, CRO and other

sources. Potentially run by the working group members Eimersive (35 company members), IDI (48 company members), Imirt (20 company members)

- Based on all data provide an estimate of the impact of the Digital Creative Industries, using best available KPIs- Employment, regional employment, GVA, productivity, enterprise start up, exports etc.
- Assess if the data modelling approach can provide reliable historical estimates of the sector, to identify any growth trends within National data. i.e. using the agreed NACE codes and sectoral survey data available from Alma and IAPI studies, as well as previous DCCI data.
- Analysis by different sectors of the digital creative industries- using the available data, provide sub sectoral analysis where possible.

Additional Impact of the Digital Creative Industries (Analysis of existing data, interviews and case studies)

Several additional areas of impact have been attributed to the Digital Creative industries but are difficult to capture using existing national data or survey data. The methodology should outline how the research provider would estimate or provide approaches to capturing these impacts. Studies in other countries or sectors can be used to establish the approach but should be supported by qualitative or quantitative data that refers to the Digital Creative industries. The data can be sourced from national data, surveys or interviews with companies or clients of companies.

The areas referenced in the Digital Creative Industries Roadmap:

1. Skills creation- information is provided in existing survey and economic studies, and could be added to through additional surveys.
2. Acting as catalysts for innovation- directly or indirectly for clients and suppliers.
3. Spillover impact - generating transversal skills across the wider economy.

Growth scenario and ways to support growth (Data modelling and scenario creation)

- Provide some level of future forecasting based on trends and different investment scenarios.
- Using summary information on trends and challenges for the Creative Digital Industries, and future forecasting- create growth scenarios and topline recommendations for support for CDI and any sub sectoral issues.

Outputs

- Report that clearly outlines the contribution of the Digital Creative industries currently across the impact areas outlined in the Digital Creative Industries Roadmap. Impact to include innovation and skills generation impacts.
- As part of the report-growth scenarios for the sector with recommendations on how to support future growth.

- Replicable annual survey format for Eirmersive, Imirt and IDI to update any KPIs in the report.
- Methodology section- can be an appendix or separate to the report that outlines how the sector is defined and allows for an annual update or for a future update to be carried out.

3.2 Lot 2 requirements

To design, deliver, analyse, and report on two annual client surveys:

1. Annual Client Economic Survey (ACES)
 - Based on previous tax year date
 - Conducted in Q1
 - Initial results delivered by 30 April
2. Client Sentiment Tracker Survey (CSTS)
 - Conducted in Q3
 - Final results delivered by 30 September

The surveys will provide economic insights, monitor client trends, and inform strategic planning.

Key steps in this project:

Finalisation and agreement of terms of reference for the project

3.3 Account / Contract Management Requirements for both Lots

The Contracting Authority requires tenderers to nominate a dedicated account / contract manager who will act as the main point of contact for the duration of the frameworks. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the account / 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
- Agree, manage and report on KPIs as part of a proactive Service Level Agreement.
- Tenderer are required to provide a sample Service Level Agreement and sample KPIs as part of their response

4 Selection Criteria (for both Lots unless otherwise stated)

The Contracting Authority is using the **Open** procedure for the award of these framework agreements, 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 and 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 3.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the standing of other Entities

Where a grouping (of economic operators¹ comes together, (regardless of the legal relationship between the various entities of that grouping) to submit a tender, the Contracting Authority will deal with all matters relating to this Competition through the entity (the "Prime Entity" or "Lead Entity") who will carry overall responsibility for the performance of the contract if successful, irrespective of whether or not tasks are to be performed by another entity within the grouping e.g., a subcontractor.. The Tenderer must clearly set out the name, title, telephone number, postal address, and email address of nominated contact personnel of the Prime Entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractors) **will not** be accepted or responded to.

Tenderers are reminded that they may rely on the resources of other entities in order to establish the suitability 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.

All Prime Tenderers relying on the capacity of other entities must:

- Identify in Section 2.1 of the TRD the Prime Tenderer for the grouping, with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made, if successful.
- Identify in Section 2.1 of the TRD, the relevant entities upon whose capacity the Prime Tenderer is relying upon to meet criteria and/or deliver elements of the contract.
- Ensure Section 2.1 of the TRD (including all subsections) are completed and submitted for all relevant entities upon whom the Prime Tenderer is relying on to meet criteria and/or deliver elements of the contract, if awarded.
- In all applications, the Prime Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the relevant section of the TRD of the Prime Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified by the contracting authority (e.g. 3 reference

¹ 'Economic operator' means any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

contracts) will be considered. Where relying on the experience of other entities, at least one of the references provided should include reference to the relevant experience.

- Where a third party will indirectly provide particular resources /capacity such as licencing, hosting, etc. in the fulfilment of any future contract arising from the procurement process and these resources/capacities are generally available to all Tenderers on more or less the same terms, a completed Section 2.1 of the TRD will not be required.
- The Contracting Authority reserves the right to seek additional information to verify the capacity of any party involved in the execution of the contract or being relied upon.

Subject to the above:

- The Contracting Authority may request proof that a Tenderer who is relying on the capacities of other entities will have at its disposal the resources of the other entity, when necessary, this could include for example, a request for a written commitment of those entities.
- Where the Tenderer is successful, the Contracting Authority may require the members of the Tenderer grouping to enter a formal legal arrangement for the contract as a single entity having joint and several liability and provide evidence of same.

4.3 General Information, 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

Tenderers must provide contact and general information on the tendering organisation - organisation official 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. Please complete this section in the TRD.

Declaration

Tenderers must complete, sign and date these Declarations:

- a) 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.
- b) 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.
- c) Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine.
- d) Complete the Declaration regarding compliance with the European General Data Protection Regulation No. 2016/679 ("GDPR").

The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading.

Note: Where a consortium is successful, each member of the consortium may be required to complete this Declaration of Bona Fides.

Financial and Economic Standing

Tax compliance	Tenderers must confirm 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.
Turnover and Financial Standing	Tenderers must provide: a) A confirmation that the tendering party turnover exceeded: • €80,000 for Lot 1 (a) and (b) • €55,000 for Lot 2 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. b) A 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.

	Note: If applying for both Lots, a minimum cumulative turnover of €136,000 will be requested only if the Tenderer will be successful in both Lots. Should a successful tenderer have: A) A turnover which is €80,000 or above but below €136,000, they will be admitted only to one of the Lots based on their preference. B) A turnover which is €56,000 or above but below €80,000, they will be admitted only to Lot 2.+	
Insurance	Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified below. 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) any Contract. The successful Tenderer will, during the term of the Contract, be required to: a) immediately advise the Contracting Authority of any material change to its insured status; b) produce proof of current premiums paid upon request; c) produce valid certificates of insurance upon request	
	Employer's Liability	€13 million
	Public Liability	€6.5 million
	Professional Indemnity	€1 million

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.

4.4 Technical Capacity Requirements

Personnel and Skills (only applicable to Lot 1(a) and (b))	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	Minimum Number
Account Manager	1

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of three (3) previous comparable experience/projects, involving the features as defined in the TRD. Tenderers should refer to instances within the last five (5) years which demonstrate that they have successfully delivered services of a comparable nature and scale on three (3) occasions. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract. In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

The contracts listed should be chosen to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise.

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

Note #2: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, at least one of the projects must have involved the 3rd party identified in Section 2.1 of the TRD.

Note #3: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.

Note #4: Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a Tenderer inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Note #5: Any reference contracts presented must have been substantially delivered by the Tendering party.

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.

3 Award Criteria (for both Lots unless otherwise stated)

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 frameworks 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%	3,000	1,500
Title	Approach and Methodology to Service Delivery		
Description	Tenderers are required to outline their proposed methodology for meeting all aspects of the requirements outlined in Section 3.1 of the RFT. This should include: • their proposals for client engagement; • maximising the response rates from suitably qualified and experienced persons to carry out the research and reporting; • full research strategy; • project planning and anticipated timeline of research starting phase to reporting stages; proposals to ensure that they remain GDPR compliant throughout the lifetime of the framework agreement.		
Criterion B	Weighting	Maximum Marks	Minimum Marks
	30%	3,000	1,500
Title	Quality, Relevant Experience and Availability of Resources of Proposed Team		
Description	Tenderers must provide an organisation chart for the proposed delivery team and provide comprehensive CVs outlining the qualifications and expertise of the personnel proposed. Note: If any aspect of this contract will be outsourced to 3rd parties please indicate the nature of the service and the identity of the 3rd party to be used.		

Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1,000	1,500
Title	Account / Contract Management		
Description	Tenderers must nominate a dedicated Contract Manager and outline how this resource will address the requirements set out in Section 3.2 of the RFT. Tenderer are also required to provide a sample Service Level Agreement and sample KPIs as part of their response to this criterion.		
Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	30%	3,000	500
Title	Ultima Cost for the purposes of evaluation		
Description	Tenderers are required to complete the Pricing Schedule in the TRD and sign the Form of Tender.		

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.

3.1 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Outstanding	An outstanding 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.
<50%	Unacceptable	Less than 50% is unacceptable. Should a minimum score apply, the Tender will be considered ineligible from further consideration.
0%	No response	The Tenderer failed to provide a response to the Criterion.

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

3.2 Methodology for calculating the Cost Score

The following formula will be applied to the cost score only in the case of valid tenders which are deemed admissible having met the qualitative criteria for selection, compliance with minimum specification requirements and where applicable the minimum score under each qualitative award criterion.

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

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	C
Formula employed	<u>A x C</u> B

4.5 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.

4.6 Verification

Award of contract/membership of the framework agreement 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.

4.7 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.

4.8 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 agreement and award of any contract.

4 Instructions for Tenderers

Every effort has been made to ensure that this Document contains all the necessary information for the completion of tenders. The Contracting Authority does not warrant or represent that this Document, or any other information given to Tenderers, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this Document, or in any other information given to Tenderers.

4.9 Multiple Participation

All Tenderers should note that if any individual member of a grouping is included in more than one tender for this competition, each individual or lead in a group must have provided a statement declaring that they are aware of this 'multiple participation' and this has been brought to the attention of all the groupings they belong to.

4.10 Queries

The closing date for the queries are specified on the title page.

All queries regarding this competition should be through the messaging facility on www.etenders.gov.ie, including identification of any omissions which would prevent Tenderers from submitting a comprehensive response. Please submit queries as soon as possible.

In circulating responses, queries will be anonymised and will be published in the Cft Documents section. A message will be circulated to all parties who have expressed an interest in the procurement on the eTenders website to alert them of the posting of Clarifications. It is incumbent on Tenderers to review these Documents as they will contain information relevant to the competition.

4.11 Closing Date for Tenders

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

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250MB. 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.

4.12 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 calendar 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.

4.13 Submission of Tenders

The Contracting Authority is using the dedicated submission facility on eTenders, and applications must be submitted electronically via www.etenders.gov.ie only. Only applications submitted in this manner will be accepted. Applications submitted by any other means (including but not limited to by the messaging facility on eTenders, 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 that upload speeds may vary. Tenderers must ensure they have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

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

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support: <https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

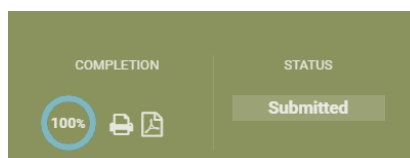
Accessing Documents

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 the “Tender” tab under the Show CfT Menu to enable you to upload your response.

Submitting your Response

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



If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, **you have not formally submitted your tender.**

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 click 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

4.24 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/framework 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.

4.25 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.

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

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) calendar days from the date of notification of unsuccessful tenderers ('standstill period').

4.27 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.

4.28 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.

4.29 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).

4.30 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".

4.31 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.

4.32 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.

4.33 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.

4.34 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.[...]

4.35 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.

4.36 Accessibility / Dignity at Work

The successful tenderers 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.

4.37 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).

4.38 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 and any subsequent clarifications 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.

4.39 International Procurement Instrument

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, services and goods to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, services and goods to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, Tenderers should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

4.40 Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, Tenderers should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

4.41 Late Payment

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

4.42 Data Protection

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

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

4.43 Responsibility of Successful Party

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

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.

4.1 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.

4.2 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.

4.3 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).

4.4 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.

4.5 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.

4.6 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.

4.7 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.