



OPEN PROCEDURE

REQUEST FOR TENDER

SINGLE-OPERATOR FRAMEWORK AGREEMENT

Scope of Framework

Establishment of a Single Party Framework Agreement for the Supply, Installation, Maintenance, Removal and Storage of Artistic Lighting Illuminations and Associated Equipment for Dublin City Council with an initial contract with options for the Dublin City Council Dublin Winter Lights Festival for 2027.

Note: The subject matter of this procurement relates to Title III Services as defined in Directive 2014/24/EU.

Procedure

Open Procedure

Key Dates

Issue Date

Monday 14 September 2026

Closing Date for Queries

Monday 5 October 2026 at [12:00]
(Irish time)

Closing Date for Tender Submissions

Thursday 15 October 2026 at [12:00]
(Irish time)

Contact for Queries

Via www.etenders.gov.ie only

Format for submission of tenders – use the Tender Response Document

Via www.etenders.gov.ie only

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Suppliers are advised to check the Messaging box for broadcast messages and tender clarifications from the Contracting Authority which might have issued prior to the date that Supplier associated itself / expressed an interest in the CfT.

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

This Invitation to Tender shall be interpreted in a manner consistent with Irish and EU rules on public procurement.

CONTENTS

1. ABOUT THE CONTRACTING AUTHORITY	4
1.1 The Contracting Authority.....	4
1.2 Small and Medium Enterprise Participation.....	5
2. SCOPE OF THE FRAMEWORK AGREEMENT	6
2.1 Type of Framework	6
2.2 Scope of Requirements under the Framework	6
2.3 Detailed Specification of Requirements.....	8
2.4 Contract Management.....	20
2.5 Anticipated Timeline	22
3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK.....	23
3.1 Numbers Admitted to the Framework Agreement	23
3.2 Duration of the Framework Agreement.....	23
3.3 Estimated Value of the Framework Agreement.....	23
3.4 Awarding Contracts under the Framework Agreement.....	24

3.5	Right to Tender outside of the Framework.....	24
3.6	Compliance with the Terms and Conditions of the Framework Agreement..	24
3.7	Award to Runner Up	24
3.8	Pricing	25
3.9	Invoicing	25
3.10	Review of Supplier Performance	25
3.11	Termination of Framework / Contract.....	26
4.	SELECTION CRITERIA	27
4.1	Relying on the Standing of Other Entities.....	27
4.2	General, Legal and Financial Requirements	27
4.3	Technical Capacity Requirements.....	29
5.	AWARD CRITERIA	31
5.1	Methodology for Calculating the Cost Score	34
5.2	Methodology for Calculating Scoring of Qualitative Criteria	34
5.3	Clarification / Verification Meetings	35
5.4	Clarification of Abnormally Low Tenders.....	36
	INSTRUCTIONS FOR TENDERERS.....	37
	GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS	46

1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Dublin City Council herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Dublin City Council is the largest Local Authority in Ireland, employing approximately 6,100 staff. The 2026 Revenue Budget amounts to €1.69 billion, while the three year Capital Programme 2025 to 2027 amounts to €3.348 billion.

The Council provides a wide and diverse range of services to the citizens of Dublin City (population in excess of 500,000), to businesses and to visitors to the city. Activities are carried out in both the physical works area (e.g. provision and maintenance of housing, roads) and in the areas of arts, sports, recreation and social services (e.g. libraries, sports facilities parks, community development and housing welfare services). The City Council also provides emergency services through Dublin Fire Brigade.

Council facilities are spread geographically throughout the city and are also located outside the Dublin City Council area. The Council headquarters are located at Wood Quay, Dublin 8.

Dublin City Council is responsible for the social, economic, infrastructural and cultural development of the city. The range of services provided by Dublin City Council could best be summarised by listing the programme group structure used by central government to classify the activities of all local authorities as follows:

- Housing & Building
- Road Transportation & Safety
- Development Incentives & Controls
- Environmental Protection
- Recreation & Amenity
- Education, Health & Welfare
- Miscellaneous Services

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

1.2 Small and Medium Enterprise Participation

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

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

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

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

This competition relates to a

Single-Operator Framework

Established with one economic operator, thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework

2.2 Scope of Requirements under the Framework

Details of Initial Contract

Establishment of a Single Party Framework Agreement for the Supply, Installation, Maintenance, Removal and Storage of Artistic Lighting Illuminations and Associated Equipment for Dublin City Council with an initial contract with options for the Dublin City Council Dublin Winter Lights Festival for 2027.

Dublin City Council invites tenders from suitably qualified and experienced companies to deliver full artistic lighting services, including Dublin City Council Dublin Winter Lights Festival and other lighting projects. Dublin City Council Dublin Winter Lights Festival is a city-wide initiative transforming public spaces, civic buildings and streetscapes through high-quality lighting installations and projections.

An initial call-off contract for supply, installation, maintenance, removal and storage of artistic lighting infrastructure and associated equipment will be awarded shortly after the establishment of the Framework. The Initial Call-off Contract will also include lighting-related event programming, production and promotion services for Dublin City Council including Dublin City Council Dublin Winter Lights Festival for a period of one (1) year to cover the next iteration of the festival which will run from January 11th, 2027 to February 1st, 2027. There will be an option to extend the Initial Call-Off Contract for further period(s) of one (1) year up to a maximum of six (6) years. The Initial Call-off Contract will also cover any ancillary services as part of the Dublin City Council Dublin Winter Lights Festival and any similar artistic lighting

services outside of the Dublin City Council Dublin Winter Lights Festival as and when required by Dublin City Council.

Details of additional contracts under the Framework

Subject to Dublin City Council's obligations at law, it may seek further supply, installation, maintenance, removal and storage of lighting infrastructure and associated equipment, lighting related event programming, production and promotion services which are ancillary, related and similar to the framework requirements.

The following mechanisms and principles shall apply to the delivery of further artistic lighting services:

1. It is envisaged that the further lighting services to be provided will be similar as those to be provided under the framework.
2. The fees, costs, and charges payable by Dublin City Council to the Framework Member for any further event services will be determined at Call-Off stage
3. There must be no alteration to the allocation of risk between Dublin City Council and the Framework Member.
4. The term for the delivery of the further event services shall not exceed the Term as specified under the Framework Agreement.

Under this framework agreement, contracts will be issued for the Dublin City Council Dublin Winter Lights programme, as well as for other similar (though smaller) types of projects throughout the year.

As projects arise, Dublin City Council will liaise with the framework member. Once all project details have been agreed, the contractor will submit a cost proposal to Dublin City Council for review. This proposal will include all expenses associated with delivering the project (such as permit fees, generator hire, etc.), ensuring that no additional costs will be incurred by Dublin City Council. If the proposed cost is deemed acceptable, the project may proceed.

It is emphasised that Dublin City Council makes no guarantee of the volume of work to be sourced under the framework agreement. Indeed, Dublin City Council reserves

the right to operate outside of the framework agreement at its discretion; particularly should it become apparent that doing so would offer greater value for money. Dublin City Council reserves the right to terminate this contract award process and/or the Framework Agreement at any time at its sole discretion.

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 Detailed Specification of Requirements

Background

Dublin City Council Dublin Winter Lights Festival is a major annual festival in Dublin City Centre and has been running successfully since 2018.

Launched in 2018 across an initial 13 locations in Dublin City, the 2025 iteration of the Dublin City Council Dublin Winter Lights Festival had 25 locations. The initiative was devised to position Dublin on a global scale alongside other cities of light and give residents and visitors the opportunity to see the city dressed with artistic projections and installations during the darker weeks of the year. A key aim was to encourage people back into the city centre and to reconnect with some of Dublin's most cherished institutions by illuminating them in creative and engaging ways. From the outset, Dublin City Council Winter Lights Festival aspired to place Dublin firmly on the international map of renowned cities of light.

By appealing simultaneously to local audiences and visitors, Dublin City Council Dublin Winter Lights Festival contributes to increased city-centre footfall, supports local businesses, and enhances Dublin's reputation as a welcoming, culture-led capital in the Winter season, while remaining firmly rooted in promoting the needs and experiences of its citizens.

Sustainability has been central to the project since its inception. Dublin City Council Dublin Winter Lights Festival has consistently incorporated eco-friendly practices, including the use of advance lighting and projection technologies that consume less energy than traditional systems, ensuring the event remains both innovative and energy efficient.

2.3.1 Scope of requirements for Initial Call-Off Contract

Dublin City Council intends to award an initial call-off contract with the successful framework member to deliver the Dublin Winter Lights Festival for a maximum period of six years. It is anticipated that the initial call-off contract will be awarded shortly after the establishment of the framework agreement.

The Dublin Winter Lights Festival has traditionally taken place primarily in outdoor venues and will continue to do so, while also exploring the idea of having some indoor experiences in 2027 and future years. Dublin City Council's Dublin Winter Lights Festival has illuminated iconic landmarks and more unconventional locations previously, using a range of different projection methods, with more recent years seeing a trend towards full digital projections with locations such as the GPO, Custom House and Collins Barracks seeing full digital video mapping animations. By consistently seeking out innovative and unexpected sites, the festival has continued to evolve and stay fresh. It combines digital art, lighting design, and public performance to illuminate key cultural landmarks across the city.

Over the past three (3) years, a variety of sites have been utilised; further details are provided in Appendix 2.

The festival vision and objectives of the Dublin City Council Dublin Winter Lights Festival are as follows:

- The Dublin City Council Dublin Winter Lights Festival has already secured a reputation for innovation and broad appeal, recently winning the Best Tourism Initiative award at the LAMA awards. Programming should reflect these values of high quality, social engagement while trying to engage new/hard to reach audiences.
- Be responsible for the sourcing of any power requirements for all installations and projections as well as maintaining the safe operation of the installations throughout the duration of their operation.
- Deliver a high-quality, visually striking light festival that enhances Dublin's public spaces during Winter showcasing Dublin as a vibrant, creative and culturally rich capital city after dark that encourages people to spend time in the city centre.

Commission innovative light-based artworks that highlight local, national and international artistic talent. The cost of these should be included in the overall Dublin City Council Winter Lights Festival.

Creatively reimagine familiar and underused spaces, reinforcing sense of place and identity, encouraging people to rediscover Dublin from new perspectives.

- Responsible use of public space and environmentally conscious production, ensuring the festival aligns with Dublin City Council's climate action and sustainability objectives. The festival will minimise environmental impact, promote sustainable city use and demonstrate how large-scale public events can actively support the city's climate ambitions.

2.3.1.1 Dublin City Council Dublin Winter Lights Festival Cost 2027

The maximum available budget for the delivery of the next iteration of the Dublin City Council Dublin Winter Lights Festival which will be from January 11th, 2027 to February 1st 2027 is **€1,500,000** (Excluding VAT). This is to include all costs related to Festival programming, production and any associated ancillary services and requirements. Dublin City Council reserves the right, at its sole discretion, to increase or decrease the contract value in line with budgetary requirements prior to the development of the full programme.

Tenderers must set out a breakdown of the costs for the delivery of the festival using the TRD-PS Dublin City Council Dublin Winter Lights Festival Pricing Schedule (Excel workbook) uploaded separately on eTenders. Cost will be assessed separately under Criterion E. It is highly likely that the festival will take place in January 2027. For pricing purposes, the dates of the festival will be from the 11th of January 2027 until the 1st of February 2027. The lighting installations don't all have to cover that entire period. It is the tenderers responsibility to create a programme of lighting installations and projections over a three-week period that will have broad public appeal. Installations can be for one day or for the entire period.

2.3.1.2 Health & Safety

The successful tenderer shall liaise with Dublin City Council to establish work practices which comply with Dublin City Council's safety and operational needs for the festival.

2.3.1.3 Target Audiences

Dublin City Council's priority target audience for Dublin City Council Dublin Winter Lights is Dubliners. The festival is principally designed to engage residents, local communities and citizens of all ages, from diverse socio-economic and cultural backgrounds, encouraging active participation in the city during the Winter period. As a free, accessible public-realm initiative, the festival seeks to strengthen a sense of ownership, belonging and civic pride, ensuring that Dubliners feel welcomed and connected to their city at a time of year when public engagement can traditionally decline.

Emphasis is placed on families, children, young people, older adults and under-represented communities, with programming that is inclusive, intergenerational and universally accessible. By animating familiar places, spaces and landmarks through light, the festival encourages residents to rediscover their city, supports social wellbeing, and fosters shared experiences across communities.

While Dubliners remain central to the festival's purpose, Dublin City Council Dublin Winter Lights Festival also acts as an important showcase for the city, supporting Dublin City Council's wider cultural, tourism and economic objectives. The festival provides a compelling reason for domestic and international visitors to experience Dublin during the Winter months, highlighting the city's creativity, hospitality, heritage and vibrant public spaces.

2.3.1.4 Services to be Provided

The successful tenderer will be required to deliver the following services:

A. Festival Programming, Artistic Direction and Content Development

- Programming and sourcing of Festival content which will be signed off by Dublin City Council
- Protect the legacy of the festival which has been established and continue to develop and build on that legacy
- Maintain consistency in artistic standards, production quality and visitor experience across all locations

- Introduce interactive and immersive elements that enhance audience participation
- Provide artistic lighting and ancillary services similar to those provided for the Dublin City Council Dublin Winter Lights Festival for Dublin City Council outside of the festival timeframe if and when required
- Coordinate multidisciplinary teams including artists, technicians, engineers and production staff
- Engage an event management company for services deemed necessary for any installation sites
- Provide any other services that are required to successfully deliver the festival objectives.
- Dublin City Council reserves the right to agree or disagree with any proposals presented by the contractor

B. Site Selection, Design and Installation Planning

- Identify and manage a diverse range of suitable sites, including civic buildings, heritage structures, streets and public spaces
- Source proposed locations and engage with building owners, site owners and third-party stakeholders
- Ensure installations are appropriate to each site, respecting architectural integrity, heritage considerations and existing infrastructure
- The successful tenderer will be required to draft all technical drawings and details of materials required for artists to submit their entries for open calls, competitions or any other installations or projections for which they are necessary. See below for further details on open calls.
- The successful tenderer will be responsible for the feasibility and installation methodology for each individual installation, projection site or associated infrastructure
- Provide effective site layouts including equipment placement, cabling, barriers (if required) and wayfinding elements
- Coordinate installation schedules and operational requirements to minimise disruption to city activities, traffic and local communities

C. Technical Infrastructure, Power and Equipment Management

- Production and execution of all elements of programme
- Ensure all temporary infrastructure is securely installed, monitored and removed in accordance with best practice

- Carry out all electrical installations in accordance with the Electro Technical Council of Ireland rules and regulations
- Some locations are deemed to be appropriate for access to mains electricity. Where this is relevant the mains power supply available is noted in the detailed specification, for each site. Some locations are deemed not to be appropriate for access to mains electricity. In such instances tenderers must include in their tender response their proposals for providing generators to provide a safe, secure and stable power source.
- Similarly, if a tenderer chooses to propose the use of a generator in respect of a location identified in the specification of requirements as having access to mains power supply, they must include in their tender response their proposals for providing generators to provide a safe, secure and stable power source
- In all instances where a tenderer identifies the use of a generator the tenderer is responsible for all costs associated with the use of generators at all relevant locations
- Ensure consistent monitoring and maintenance of installations throughout the festival period
- Monitor installation performance and operational effectiveness throughout the festival.
- The successful tenderer will be responsible for storing equipment when it is not in use and for transporting it between the storage facility and the relevant site(s) as required. While in storage, the equipment will remain under the successful tenderer's care and responsibility.

D. Health, Safety and Risk Management

- Ensure all installations comply with public safety standards and risk management requirements
- Develop and implement comprehensive health and safety plans for all installations, including risk assessments, method statements and safe systems of work
- Ensure full compliance with relevant legislation, codes of practice and Dublin City Council safety requirements
- Provide safe access, egress and circulation for visitors, including any necessary crowd management plans
- Incorporate accessibility and safety considerations for all users, including those with reduced mobility or sensory sensitivities
- Establish clear incident management and emergency response procedures across all sites
- Ensure all works are delivered on time and within budget, with appropriate contingency planning

E. Stakeholder, Liaison and Regulatory Management

- The successful tenderer will be required to work with and engage with any Dublin City Council departments when required and any Dublin City Council contractors when required. This will be particularly important regarding communications, marketing and public lighting infrastructure.
- Liaise proactively with all relevant stakeholders, including Dublin City Council departments, building owners, local businesses, residents and other relevant stakeholders
- Secure all necessary permissions, licences and consents for lighting up buildings, structures and public spaces
- It is the responsibility of the successful tenderer to apply for all and any required licences or permits in relation to positioning of vehicles, equipment, road closures, suspension of parking etc and to supply all the required documentation within the required time frames and shall be liable for all associated licence/permit fees
- Ensure all aspects of delivery comply with procurement requirements, insurance obligations and contractual terms

F. Open Calls, Competitions and Artist Engagement

- Manage artist open calls, competitions and similar engagement initiatives

- Promote open calls and competitions through appropriate industry channels
- Recruit and manage expert judging panels
- Manage prize funds in conjunction with Dublin City Council
- Deliver and oversee partnerships with third parties, such as educational institutions and cultural organisations
- The GPO has been used previously for the annual artists open call competition. It is Dublin City Council's intention to use this location again in future years for the open call and it will be the contractor's responsibility to run and implement the open call. There will also be the possibility for other similar engagements with third parties, which the contractor must oversee. Another example of this is the competition we have done previously with NCAD students, their artworks were showcased on the façade of the Hugh Lane Gallery in 2025. The tenderer will be required to promote any competitions/open calls throughout industry social groups, recruit an expert judging panel, manage all prize money in conjunction with Dublin City Council

G. Accessibility, Interpretation and Visitor Experience

- Consider physical, sensory and cognitive accessibility in both installation design and site navigation as part of the festival.
- Provide clear identification for each projection or programme using stands, interpretative panels or other informative elements that effectively describe the installation and help audiences understand what they are viewing.
- Ensure a high-quality and accessible visitor experience across all sites

H. Reporting, Monitoring and Continuous Improvement

- Maintain accurate documentation, including safety files, certification and operational records
- Engage in regular reporting and review processes with Dublin City Council throughout the project lifecycle
- Provide a comprehensive post-event report outlining delivery outcomes, challenges and recommendations for future improvement.

Dublin City Council reserves the right to select between proposals presented by the contractor, or say no to proposals presented by the contractor.

2.3.1.5 Technical Requirements

The technical details for four (4) sites for lighting locations which must be used are as follows:

- (i) GPO Projector specifications:
 - 3no 50,000 lumen laser projector
 - 1no 20,000 lumen laser projector
- (ii) Millennium Bridge specifications:
 - 20no stainless steel custom arch with LED Neon, individually controlled
- (iii) Palace Street specifications:
 - 1no 20,000 lumen laser projector
- (iv) Custom House:
 - 20no 700w LED gobo projector for static projection OR 12no 20,000 lumen laser projector for digital projection

2.3.2. Quality, Balance and Management of the Human Resources Proposed

2.3.2.1 Festival Management Team

The Tenderer's Festival management team will play a crucial role in delivering a seamless and quality focused experience for Festival attendees, while also responsible for liaison with the Contracting Authority's Festival Manager and other stakeholders.

The Tenderer's proposed Festival management core team must at a minimum include, but is not limited to, the following role:

- A Production Director with a minimum of five (5) years relevant experience being the lead producer for a large-scale light festival/s.

The Production Director will have the overall responsibility for managing a team to deliver the following:

(a) Production Planning & Delivery

- Develop and oversee the festival production plan.

- Create production schedules and delivery timelines.
- Coordinate installation, event operations, and de-rig periods.
- Monitor progress against milestones and deadlines.
- Ensure all production elements are delivered on time.

(b) Budget Management

- Prepare and manage production budgets.
- Control expenditure and track costs.
- Approve procurement and contractor payments.
- Identify cost-saving opportunities without compromising quality.
- Report budget performance to senior management and stakeholders.

(c) Technical Production Oversight

- Oversee all technical aspects of lighting installations and event infrastructure.
- Review technical specifications, drawings, and installation requirements.
- Coordinate power distribution, networking, control systems, and AV requirements.
- Ensure technical compatibility between artists, suppliers, and venues.

(d) Contractor & Supplier Management

- Procure and manage production suppliers and contractors.
- Negotiate contracts and service agreements.
- Monitor contractor performance and compliance.
- Coordinate specialist suppliers, including:
 - Lighting manufacturers
 - Rigging companies
 - Power providers
 - Traffic management contractors
 - Security providers
 - Site infrastructure suppliers

(e) Site & Infrastructure Management

- Oversee site layouts and operational plans.
- Coordinate temporary structures, power systems, fencing, signage, and welfare facilities.
- Ensure infrastructure requirements are installed and maintained.
- Manage load-in and load-out operations.

(f) Health, Safety & Compliance

- Lead health and safety planning.
- Ensure compliance with local legislation, regulations, and event licensing requirements.
- Review and approve:
 - Risk assessments
 - Method statements (RAMS)
 - Emergency procedures
 - Safe systems of work
- Chair safety meetings and monitor compliance during delivery.

(g) Stakeholder Management

- Liaise with:
 - Artists
 - Local authority
 - Venue owners
 - Emergency services
 - Sponsors and partners
- Represent the production department in key meetings.

(h) Artist & Installation Coordination

- Support artists and creative teams in delivering installations.
- Assess production and technical requirements.
- Coordinate installation logistics and site access.
- Resolve technical and operational issues that may affect artistic delivery.

(i) Logistics Management

- Oversee transportation and storage of equipment.
- Coordinate delivery schedules.
- Manage access routes and installation sequencing.
- Ensure efficient movement of personnel and materials between sites.

(j) Team Leadership

- Recruit, manage, and supervise production staff.
- Lead Production Managers, Site Managers, Technical Managers, and freelance crew.
- Set objectives and monitor performance.
- Foster effective communication across departments.

(k) Event Operations

- Lead production operations during the live event.
- Coordinate responses to incidents, technical failures, and weather-related challenges.
- Ensure smooth audience experience and operational continuity.

(I) Risk & Contingency Planning

- Develop contingency plans for:
 - Severe weather
 - Technical failures
 - Power outages
 - Contractor issues
 - Crowd management incidents
- Monitor risks throughout the festival lifecycle.

Typical Reporting Structure

The Production Director will report directly to Dublin City Council. Dublin City Council reserve the right to make any decisions they feel necessary on any elements of the festival, if required.

Key Skills & Experience**Essential Skills for the role of Production Director**

- Large-scale outdoor festival production management
- Technical production knowledge
- Budget management
- Project management
- Leadership and people management
- Health and safety compliance
- Stakeholder engagement
- Problem-solving and decision-making
- City Centre festival management
- Light Festival production and management

2.3.2.2 Tenderers should note that Dublin City Council considers that the availability of suitably trained and experienced personnel is vital to the successful delivery of the Services. The Framework Member should have sufficient replacement personnel (of at least equal quality and experience to those allocated to the Services) available so as to avoid interruption or delay to the Services for any reason, including but not limited to such occurrences as illness or holidays.

2.3.2.3 It shall be the responsibility of the successful Tenderer to ensure that all required training is provided to all resources, training records are retained and copies provided to Dublin City Council as required

2.3.3 Event Sustainability

As part of Dublin City Council's strategic agenda, sustainability planning and wide Environmental, Social Governance (ESG) considerations (incl. social impact strategy) are to be considered for all its activities. It is important to Dublin City Council that it considers the sustainability of its own business activities and wider ESG standards.

Dublin City Council Events are committed to reducing the environmental impact of all events this includes the reduction of the environmental impact of the delivery of Winter Lights.

Dublin City Council is also committed to supporting social inclusion via its Corporate Social Responsibility and diversity and inclusion programmes. Dublin City Council has a preference for having community engagement and social inclusion proposals that enhance the festival programme.

2.4 Contract Management

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

The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with Dublin City Council;
- Meet as and when required to review and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with Dublin City Council ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings;
- Be responsible for contract management
- Be responsible for each stage of the project e.g. set up, implementation, support after implementation (where applicable)
- Build and maintain a good working relationship with Dublin City Council and work collaboratively with Dublin City Council Project Manager and meet to review

progress and contract performance on a monthly, quarterly and/or annual basis (frequency to be agreed between Dublin City Council and the successful tenderer)

- Be responsible for setting up all follow-up meetings and conference calls and for reporting progress to Dublin City Council by way of regular progress meetings
- Be responsible for the satisfactory delivery of the solutions and services set down in this RFT
- Act as the main point of contact for the duration of the framework
- Have the authority to deal with all matters in relation to the framework
- Be available to Dublin City Council Monday to Friday 9.00am to 5.30pm (local time) or ensure the nominated deputy Contract Manager is contactable if you are unavailable
- Provide regular status reports as agreed with Dublin City Council setting out the status of all ongoing contracts
- Provide regular management and performance reports as agreed with Dublin City Council.
- Deal with disputes, complaints or concern that cannot be adequately resolved
- Proactively discuss with Dublin City Council ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

2.4.1 Review of Supplier Performance

Operation of the framework will be subject to regular performance review. The format will be agreed between Dublin City Council and the framework member. Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

2.4.2 Delivery

Delivery of the proposed services are required within the environs of Dublin City.

2.4.3 Invoicing

Staged payments will be made on submission of invoices which must be submitted upon reaching milestones as agreed with Dublin City Council. Invoices must be submitted to Dublin City Council for payment and all official invoices must quote a Dublin City Council purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

NOTE: Tenderers should note that contract management activities will be non-billable.

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	Monday 14 September 2026
Closing date for Queries	Monday 5 October 2026 at [12:00] (Irish time)
Closing date for Receipt of Tenders	Thursday 15 October 2026 at [12:00] (Irish time)
Clarification / verification meetings (if anticipated)	[not anticipated]
Award decision	[Q4 2026]
Framework Agreement Commencement	[Q4 2026]

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

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

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

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.2 Duration of the Framework Agreement

The framework agreement will be for a period of **six (6)** years.

The Contracting Authority considers a framework term of six (6) years necessary due to the specialist nature of the services and the significant investment required by the successful Framework Member in artistic lighting infrastructure, projection equipment, storage facilities, specialist personnel, festival development and stakeholder relationships. The longer framework duration is intended to facilitate continuity of service, enable long-term planning and programming of the Dublin City Council Dublin Winter Lights Festival, support the development of artistic partnerships and innovation, and provide value for money through the amortisation of equipment and mobilisation costs over a longer period. The framework will also support the ongoing maintenance, storage and reuse of lighting infrastructure and associated equipment, contributing to sustainability objectives and reducing lifecycle costs. The duration is therefore justified by the subject matter of the framework and the need to secure consistent, high-quality delivery of a flagship cultural event and related artistic lighting projects.

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

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed

Thirty Five Million Euro (€35,000,000) excluding VAT.

The estimated value of the Initial Call-Off Contract over its maximum duration (six (6)) years is expected to be in the region of €20,000,000, excluding VAT.

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

3.4 Awarding Contracts under the Framework Agreement

In the case of a single-operator 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.

3.5 Right to Tender outside of the Framework

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

3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions in Appendix 1 uploaded separately on eTenders with this RFT.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

In addition to the Framework Terms and Conditions, Tenderers are required to read the General Terms and Conditions for Services 2021 and indicate their acceptance thereof as part of their tender submission.

The General Terms and Conditions for Services 2021 are uploaded separately on eTenders with this RFT.

3.7 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer

based on the terms advertised at any time during the tender validity period of twelve (12) months. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.8 Pricing

Prices quoted shall remain firm for the first twelve (12) months.

Thereafter quoted prices will only be considered for review in consultation with appointed Dublin City Council personnel, any increases will not exceed inflation as per CPI.

All prices quoted must be inclusive of all charges for packaging, packing, loading, unloading, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, taxes or levies other than VAT.

All prices quoted to be exclusive of VAT.

The lowest cost valid tender will receive the maximum score achievable under the heading Ultimate Cost Score. The methodology for calculating Ultimate Cost Score is outlined in Section 5.1.

3.9 Invoicing

Invoices shall be submitted by the successful tenderer on a an agreed basis for all costs incurred in the preceding month. All official invoices must quote a Dublin City Council purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier unpaid. *The Contracting Authority and the successful tenderer will agree the timing of all payments relating to the delivery of services.*

Detailed invoicing arrangements will be agreed with the successful tenderer.

3.10 Review of Supplier Performance

The successful tenderer will be appointed for a probationary period of 12 months, during that time the supplier will be assessed based on various relevant criteria. At the end of the 12 months probationary period, the contract will either be allowed to continue if performance has been satisfactory, or terminated if it has not and supplier shortcomings cannot be addressed.

In the event that the contract is continued, the contract will be subject to a further official review every 6 months thereafter and will only be continued subject to satisfactory performance. In the event that the contract is terminated Dublin City Council reserves the right to revert to the tenderer who finished in second place (depending on said tenderer demonstrating continued compliance with all stated evaluation criteria) in this competition.

Supplier performance will however be continually monitored over the term of the contract. *Quality of service, cost competitiveness and turnaround time will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

3.11 Termination of Framework / Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

4. SELECTION CRITERIA

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

Alternatively, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Section 4.2

4.1 Relying on the Standing of Other Entities

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.

Please refer to section 1.2 for further details.

4.2 General, Legal and Financial Requirements

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

General Information	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Declarations	
Tenderers must complete, sign and date the Declaration relating to the following contained in the Tender Response Document. This must be completed by each group member. Tenderers may be excluded from participation based on the responses made in the Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading. • Declaration of Bona Fides as per Article 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016. • Declaration regarding compliance with relevant Statutory Obligations. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required. • Article 5k Declaration regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.	
Financial	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Turnover	Confirmation that the tendering party turnover exceeded: €1,500,000 during two (2) of the last three (3) years; and €3,000,000 during one (1) of the last three (3) years.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Product Liability - €6.5 million

	• Professional Indemnity - €2.5 million • Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination) - €N/A • Cyber Liability - €N/A • N/A Insurances provided by vendors must be authorised for this jurisdiction.

4.3 Technical 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.

Technical Resources	
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.	
Technical Resource Required	Minimum Requirement
N/A	N/A
Previous Contracts / Experience	
Tenderers must provide information clearly demonstrating successful delivery of one (1) comparable lighting festival, with a budget of at least €1 million in the past three (3) years, previous comparable contracts / experience, involving the following features:	
• the development of the lighting festival concept,	

- management and production of the festival including installation, maintenance,
- The lighting festival should be for a minimum period of five (5) days (excluding set up and takedown) The precise services supplied
- How the contract was managed

Tenderers are referred to the TRD for tender submission details. Please complete the reference contract table in the TRD.

Health & Safety

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

5. AWARD CRITERIA

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

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A	Weighting	Maximum Marks	Minimum Marks Required – 50%
	35%	3500	1750
Title	Methodology for delivery of the services addressing the scope of services with reference to the initial call-off contract		
Description	Tenderers are referred to Section 2.3 (Background) and Section 2.3.1 for Scope of Requirements for Initial Call-Off Contract <i>Tenderers are required to set out in the TRD their proposals for this event.</i> This criterion will be evaluated based on the totality of the Tenderer's response		
Criterion B	Weighting	Maximum Marks	Minimum Marks Required– 50%
	25%	2500	1250
Title	Overall Quality, Balance and Management of the Human Resources Proposed		

Description	Tenderers are referred to Section 2.3.2 for details of requirements. <i>Tenderers must clearly describe in their TRD their response to the requirements for this criterion.</i> This criterion will be evaluated based on the totality of the Tenderer's response.		
Criterion C	Weighting	Maximum Marks	Minimum Marks Required – 50%
	10%	1000	500
Title	Contract Management Proposals		
Description	Tenderers are referred to Section 2.4 for details of requirements. <i>Tenderers must clearly describe in their TRD their response to the requirements for this criterion.</i> This criterion will be evaluated based on the totality of the Tenderer's response		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	10%	1000	500
Title	Event Sustainability		
Description	Tenderers are referred to Section 2.3.3 for details of requirements <i>Tenderers must clearly describe in their TRD their response to the requirements for this criterion.</i> This criterion will be evaluated based on the totality of the Tenderer's response.		
Criterion E	Weighting	Maximum Marks	Minimum Marks Required

	20%	2000	N/A
Title	Cost for evaluation purposes		
Description	<i>Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender Cost and by completing the TRD-PS DCC Lighting Events FWA Excel Workbook uploaded separately with the RFT.</i> <i>Cost will be assessed as set out in Section 5.1 below.</i>		

NOTE 1: Tenderers should note that they must achieve a minimum rating of **50%** for criteria (A), (B), (C) and (D) in order to avoid elimination from the competition. Please note that in relation to criterion (E – Cost Criterion), tenders will be scored in inverse proportion to the maximum score, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

NOTE 2: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 3: Tie-Break Rules: MEAT Assessment

In the event that there are two or more highest ranked Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer) the following tie-break rules will be adopted:

The Tenderer who has been awarded the highest marks for the total qualitative assessment (i.e. non-cost related element) of their Tender will be deemed to be the most economically advantageous tender (“MEAT”).

In the event the Tenderers receive the same marks for the qualitative assessment of their Tender, the Tenderer who has been awarded the highest marks for “**A. Methodology for delivery of the services addressing the scope of services with reference to the initial call-off contract**” will be deemed the MEAT.

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed in below until such time as a MEAT can be determined:

Order of Tie Break Evaluation Criteria*:

1. B. Overall Quality, Balance and Management of the Human Resources

Proposed

2. C. Contract Management Proposals

3. D. Event Sustainability

4. E. Cost



In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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:

5.2	Lowest Cost from a Bona Fide Tender	A
	Cost for the tender being evaluated	B
	Maximum Points available for Cost	2000
	Formula employed	$\frac{2000}{B} \times A$

Methodology for Calculating Scoring of Qualitative Criteria

Responses to each scored qualitative criterion (i.e. A, B, C, and D) shall be evaluated according to the following scoring matrix.

Percentage scores awarded will then be applied to the maximum available marks for each qualitative Award Criterion to generate a mark for that criterion.

Where a Tenderer fails to achieve any minimum mark required for any qualitative Award Criterion, it shall be eliminated from the Competition.

Score	Meaning	Interpretation
90% – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80% – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70% – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60% – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50% – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client – satisfactorily supported.
Less than 50% is unacceptable		

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

5.3 Clarification / Verification Meetings

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

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

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 award of any contract.

Refer to note re alternative meeting arrangements in Instructions to Tenderers section below.

5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to 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 on the basis of it being considered abnormally low.

INSTRUCTIONS FOR TENDERERS

Please note that due to the current COVID-19 pandemic, facilitation of all meetings, site visits, and clarification meetings, as well as assessments of sample products, etc. (as applicable) is severely impacted.

Where possible the Contracting Authority will put in place alternative arrangements such as on-line meetings, etc. Likewise, anticipated dates (closing date for receipt of clarifications or tender submissions) may change. Suppliers will be kept fully up to date at all stages through the eTenders messaging platform.

(a) Sufficiency & Accuracy of Tender

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

(b) Tender Documents – Ambiguity, Discrepancy, Error, Omission

Where tenderers consider that they are missing any documents which would prevent the submission of a comprehensive tender please contact Dublin City Council via the messaging facility on www.etenders.gov.ie as soon as possible.

Tenderers are required to inform Dublin City Council of any ambiguity, discrepancy or error in the Tender Documents. Dublin City Council shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the Invitation to Tender.

(c) Submission of Tenders via www.etenders.gov.ie

Tenders must be submitted electronically via the eTenders electronic tender facility on www.etenders.gov.ie only. Only Tenders submitted through the electronic tender facility will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will not be accepted.

Please note that the eTenders electronic tender facility closes at the stated date and time precisely. It is the responsibility of Applicants / Tenderers to use the tender facility correctly, which includes taking responsibility for the safe and timely delivery of the tender.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic tender facility, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new eTenders platform prior to the closing date.

The Contracting Authority will not be responsible if an economic operator fails to upload their documentation or if the uploaded file(s) is/are corrupted and cannot be read by Dublin City Council.

In order to facilitate assessment, Applicants / Tenderers are kindly requested to submit a single attachment inclusive of the completed questionnaire(s)/ tender(s) and all related appendices.

Economic Operators should note the following when making their submission:

- There is a maximum upload limit of 100MB per tender submission.
- After submitting a response, the response may be modified and re-submitted as many times as may be necessary until the CfT deadline has expired.
- The 'Submit' button will be disabled automatically upon the expiration of the response deadline.

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.

Should you experience difficulty when uploading documents or have any queries regarding the tender submission, please contact the eTenders helpdesk directly via phone +353 818001459, Email irish-eproc-helpdesk@eurodyn.com or select 'Contact Us' on the home page.

Accessing documents

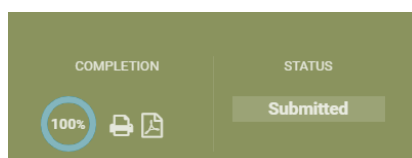
In order to download all documents associated with a particular Call for Tender, Economic Operators must express an interest in the Call for Tender by associating a user from your organisation with the CfT. It is important to note that you must ensure you ASSOCIATE your company with this tender competition. To do this you must do the following:

- (a) Log-in to the system;

- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu
- (e) Complete the “Association with the CfT” tab.
- (f) This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Tender

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



(d) Closing date for Tenders

The closing date for tenders	Is Thursday 15 October 2026 at [12:00] (Irish time)
-------------------------------------	---

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

(e) Queries

All queries regarding this tender should be submitted via the messaging facility on www.etenders.gov.ie. Please submit queries as soon as possible.

The closing date for queries	Is Monday 5 October 2026 at [12:00] (Irish time)
Process for submitting queries	Via www.etenders.gov.ie only

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

(f) Qualification of Tenders

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid.

(g) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

(h) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of twelve (12) months is required, this period commencing on the closing date by which the Tenders are to be returned.

(i) Amendment of Tender Documentation

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.

(j) 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 Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(k) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose.

Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(l) 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. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. 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.

(m) Anti-Competitive Conduct

Tenderers attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

(n) Freedom of Information Acts

Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a

request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

(o) 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.gov.ie 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.

(p) Tax Clearance Certificate

It will be a condition of award of this contract and any subsequent contract that the successful economic operator(s) comply with all EU and national tax laws. Economic operators are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident economic operators should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie.

(q) Confidentiality of Evaluation

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract will not be disclosed to Tenderers or other persons not officially concerned with such process until the award of contract to the successful Tenderer has been announced and in conformity with national law.

(r) Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the agreement, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail 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.

(s) Clarification of Tenders

Dublin City Council may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. 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 Dublin City Council.

(t) 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. Where a discrepancy arises between any figure submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

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

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall

be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(u) Replacement Personnel

Notification must be sent via www.etenders.gov.ie as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(v) Change in Composition of a Tender

Dublin City Council reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(w) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret with the name of the winning tenderer(s) and the scores of the tenderer and the winning tenderer.

(x) Award of Framework / Contract

In accordance with the procurement regulations Dublin City Council will not award the framework / contract for a period of at least 14 days (where notification is sent via electronic means) after notification of the outcome is sent to tenderers.

When appropriate an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of the contract. It should be noted that it is standard practice for the Client 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.

Dublin City Council reserves the right not to proceed with the competition at any stage or not to award a contract.

(y) Possible TUPE Considerations

Participants are advised that in the event of significant transfer of undertakings, businesses or parts of businesses, the provisions of SI 131 of 2003 *European Communities (Protection of Employees on Transfer of Undertakings – TUPE)*

Regulations 2003 may apply. The successful tenderer will therefore be required to indemnify the contracting authority fully in respect of any losses, damages, costs or expenses of any kind incurred arising from their compliance with the TUPE Regulations.

At tender stage, tenderers will be required to inform themselves by their own enquiries as to the potential applicability of the TUPE Regulations and to take this factor into account when preparing their tenders, which will be deemed to include all the potential costs likely to be incurred as a result of any ensuing obligations under TUPE.

(z) Cost of Preparation of Tender

Dublin City Council will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their Tender.

GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS**(i) 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 Euros (€). All prices and rates quoted should be exclusive of VAT.

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

The Council undertakes to make all payments solely under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

(ii) 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: +353-67-634000).

(iii) 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.

(iv) 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.

(v) Change in Law

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfill 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.