



Call for Tender Goods or Services

OPEN PROCEDURE

CALL FOR TENDER FOR A CONTRACT

Request for Tender for the Establishment of a Single Tenderer Agreement for the Delivery of Café Concession Services at Monaghan Peace Campus, with an Option to Extend to the Provision of Catering Services at a Future Date

Scope of Contract Request for Tender for the Establishment of a Single Tenderer Agreement for the Delivery of Café Concession Services at Monaghan Peace Campus, with an Option to Extend to the Provision of Catering Services at a Future Date

Procedure Open Procedure

Key Dates

Issue Date

As per eTenders

Closing Date for Queries

As per eTenders

Closing Date for Tender Submissions

As per eTenders

Contact for Queries

Messaging facility on www.etenders.gov.ie

Format for submission of tenders

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.

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

This Call For Tender (CFT) shall be interpreted in a manner consistent with Irish and EU rules on public procurement.

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.



CONTENTS

1	ABOUT THE CONTRACTING AUTHORITY	5
1.1	The Contracting Authority.....	5
1.2	Small and Medium Enterprise Participation.....	5
2	OVERVIEW OF THE REQUIREMENT.....	6
2.1	High Level Scope.....	6
2.2	Anticipated Timeline	7
2.3	Termination of Contract	7
2.4	Compliance with the Terms and Conditions	7
2.5	Award to Runner Up.....	8
3	DETAILED SPECIFICATION OF REQUIREMENTS	9
3.1	Specification	9
3.1.1	Scope and Objectives.....	9
3.1.2	Nature of the Concession	9
3.1.3	Staffing	11
3.1.4	Café Operations - Monaghan Peace Campus Café	11
3.1.5	Utilities, Waste Disposal and Commercial Rates	12
3.1.5	Future Hospitality and Event Catering.....	13
3.1.6	Technical and Professional Requirements	13
3.1.7	Sustainability and Corporate Social Responsibility	14
3.1.8	Marketing, Communications and Systems.....	14
3.1.9	Food Production and Logistics	15
3.1.10	Compliance Requirements.....	15
3.1.11	Maintenance and Responsibilities	15
3.1.12	Financial Transparency and Open-Book Operation	16
3.1.13	Use of the Irish Language (Gaeilge).....	16
3.1.14	Exclusion Of Scope	16
3.2	Details of Options.....	17
3.3	Contract Management.....	17
4	SELECTION CRITERIA.....	18
4.1	Relying on the Standing of Other Entities.....	18
4.2	General, Legal and Financial Requirements	19
5	AWARD CRITERIA	21
5.1	Methodology for Calculating the Cost Score	24



Call for Tender Goods or Services

5.2	Methodology for Calculating Scoring of Qualitative Criteria	24
5.3	Post Tender Clarification	25
5.4	Verification Meetings.....	25
5.5	Clarification of Abnormally Low Tenders	25
5.6	Right to Confirm Suitability	25
6	INSTRUCTIONS FOR TENDERERS	26
6.1	Submission of Tenders	26
6.2	Closing date for Tenders.....	26
6.3	Queries	26
6.4	Extension of Tender Period	26
6.5	Tender Validity Period	27
6.6	Discrepancies between Documents	27
6.7	Formatting of Tenderers / Amendment of Tender Documentation	27
6.8	Collusive Tendering	27
6.9	Confidentiality	27
6.10	Clarification of Tenders	28
6.11	Correction of Errors	28
6.12	Change in the Composition of a Tenderer	28
6.13	Interference and Inducement to Purchase	28
6.14	Conflict of Interest	29
6.15	Publicity.....	29
6.16	Right Not to Award	29
6.17	Notification of Tender Evaluations.....	29
6.18	Award Notices.....	30
6.19	Policy on Personal Debriefings.....	30
6.20	Copyright	30
6.21	Brand Names, etc.....	30
6.22	Environmental Aspects.....	30
6.23	Knowledge and Skills Transfer	30
6.24	Currency and Payment.....	30
6.25	Irish Legislation and Law	30
6.26	Anti-Competitive Conduct.....	31
6.27	Accessibility / Dignity at Work	31
6.28	Withholding Tax.....	31
6.29	Freedom of Information	31



Call for Tender Goods or Services

6.30	Late Payment	32
6.31	Data Protection	32
6.32	Changes in Legislation	32



1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

Further information is available at our corporate website **Monaghancoco.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 contract.

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

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



2 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

The Peace Campus was developed to address the needs that still exist in our communities today such as issues of segregation, fears to engage and an unwillingness to express identity. This unique facility allows all communities to come together to engage in a safe setting. To dispel myths and allow relationships to be built will not only benefit individuals but also the wider community. The aim is to engage with all communities especially where there is a legacy of difference and segregation in relation to attitudes and beliefs.

Peace funding has been vital, not only towards the construction of the building but to the delivery of services, facilities and cross-community activities for the lifetime of Monaghan Peace Campus.

The €21.7 million Peace Campus was supported by the European Union's PEACE IV Programme, managed by the Special EU Programmes Body (SEUPB), one of six cross-border bodies set up under the Good Friday Agreement.

Funding was provided under the European Union's PEACE IV Shared Spaces Programme with match funding provided by the Department of Rural and Community Development and the Department for Communities in Northern Ireland.

Investment of more than €14.4m was secured under the European Union's PEACE IV Shared Spaces Programme with the remainder of funding provided by Monaghan County Council, the Department of Rural and Community Development in Ireland, and the Department for Communities in Northern Ireland.

In addition to the development of much needed community space in a neutral setting, this iconic space also includes youth services, a barista bar café area, dedicated integrated community hire spaces and a Performance stage. We aim to be a beacon of hope and a catalyst for positive change, not only in Ireland but around the world.

Through our programmes and events, the Peace Campus wishes to empower individuals and communities to engage in dialogue, understand different perspectives and work towards a future where community and unity in peace prevails. We look forward to sharing the Peace Campus with you.

The Monaghan Peace Campus Café will form part of the wider Monaghan Peace Campus, a public, multi-use civic building that accommodates cultural, educational, community, and public services. The café is intended to operate as a social enterprise and also as a welcoming, accessible hospitality space that supports the overall function of the Peace Campus as a shared community and events hub.

The café offering is envisaged as providing high-quality food and beverage services to support:

- staff and service users within the Peace Campus,
- 128,068.00 visitors to the building in the year 2025
- Over 400 attendees at meetings, events, and programmed activities.



Call for Tender Goods or Services

The café operation is designed to complement and enhance the activities of co-located services within the Campus, including cultural and public facilities, while contributing to a vibrant, inclusive atmosphere within the building.

The Peace Campus hosts over 600 events and programmed activities each year, generating substantial visitor traffic. Attendance levels regularly exceed 400 people per week, with activity taking place during both daytime and evening hours, providing consistent opportunities for café trade throughout the week.

At present, Monaghan Peace Campus is not operating a full café service. Historic trading activity relating to food and beverage services is limited to external catering provision and sales from the on-site barista bar. The future development of the café will be shaped by demand, programming within the Peace Campus, and the approach proposed by the appointed Tenderer.

The café operation will be expected to align with the values and ethos of Monaghan Peace Campus, including:

- community engagement,
- quality and value for money,
- sustainability,
- and collaboration with other services and stakeholders located within the building.

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue CFT	As per eTenders
Closing date for Queries	As per eTenders
Closing date for Receipt of Tenders	As per eTenders
Clarification meetings (if anticipated)	[insert details]
Award decision	[insert details]
Contract Commencement	[insert details]

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

2.3 Termination of 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.

2.4 Compliance with the Terms and Conditions



Call for Tender Goods or Services

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as appended at the relevant Appendix.

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

2.5 Award to Runner Up

If for any reason, it is not possible to award the 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 award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. 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 DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority proposes to engage in a competitive process for the award of a contract as specified hereunder.

3.1 Specification

In response to this Competition, Tenderers are required to complete the Tender Response Document ("TRD") which is provided as a separate attachment to this RFT.

3.1.1 Scope and Objectives

Monaghan County Council (the Contracting Authority) invites tenders for the establishment of a single-party Service Concession for the management and operation of Monaghan Peace Campus Café, and the future provision of hospitality and event catering services within Monaghan Peace Campus.

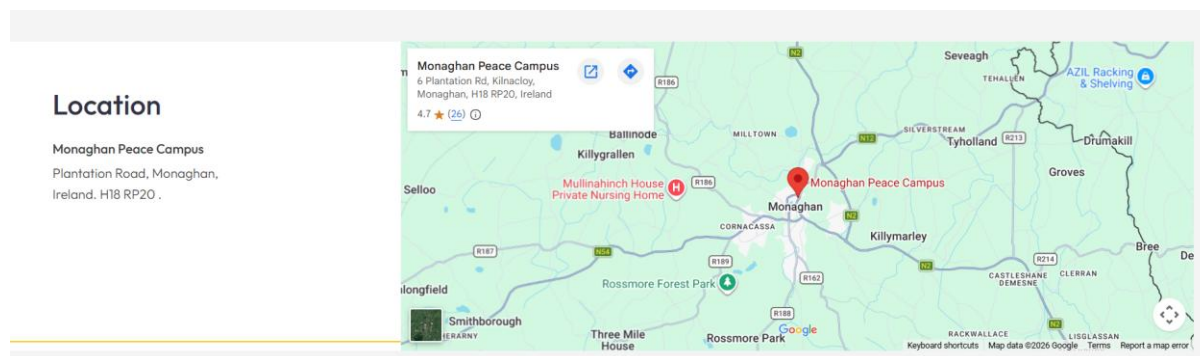
The objectives of the concession are to:

- Provide a high-quality, affordable café service.
- Support the social enterprise ethos of Monaghan Peace Campus.
- Promote inclusion, accessibility and community engagement.
- Deliver environmentally sustainable operations.
- Develop future hospitality and catering services in support of meetings, conferences, educational programmes and community events.

The Tenderer shall deliver the services in a manner that contributes positively to the Peace Campus as an inclusive, neutral and shared community space.

A location map of Monaghan Peace Campus and drawings identifying the café area, service boundary and available utilities shall be included within the tender documentation.

H18 RD25



3.1.2 Nature of the Concession

The Tenderer shall be granted the right to operate the café and associated hospitality services at Monaghan Peace Campus. The Tenderer shall assume the operational and commercial risks associated with delivery of the service.



Call for Tender Goods or Services

Monaghan County Council does not guarantee:

- Customer numbers;
- Turnover;
- Hospitality volumes;
- Footfall;
- Profitability.

Monaghan Peace Campus does not currently operate a café; therefore, no historic Café trading data is available.

Tenderers shall submit a financial proposal the evaluation of which will consider:

- The concession fee return to the Council (4,000 marks – Criteria A) From Year 2 an amount of 5% of turnover payable monthly to Monaghan Peace Campus
- The affordability and value for money of the proposed menu pricing (is for comparison only and not included in the scoring).

Tenderers should ensure that their financial proposal, including concession fee, reflects a balance between commercial sustainability, affordability, and accessibility, in line with the social enterprise ethos of Monaghan Peace Campus Café.

The Contracting Authority emphasises that the café is intended to operate as a social enterprise. Accordingly, Tenderers must ensure that their financial proposal, including concession fee and pricing structure, reflects a balance between commercial sustainability, affordability, and accessibility for the community.

Reporting and Audit

The successful Tenderer shall be required to provide regular financial reports, (at a minimum quarterly), detailing turnover and payments due. The Council reserves the right to audit financial records to verify turnover declarations.

The Concession involves the transfer of operating and commercial risk to the Tenderer.

Business Development Opportunities

The continuing development in Monaghan Town presents potential opportunities for increased footfall and additional business, particularly in relation to takeaway sales, extended trading periods and future hospitality services.

While no minimum volumes or turnover are guaranteed, the successful Tenderer will be expected to demonstrate a proactive approach to business development, identifying and responding to opportunities to grow the service in a manner that aligns with the social enterprise ethos of Monaghan Peace Campus Café.



Call for Tender Goods or Services

3.1.3 Staffing

The Tenderer shall provide all staffing necessary to manage and operate the café and associated hospitality services.

The Tenderer shall:

- Maintain adequate staffing levels at all times;
- Provide contingency arrangements for absences;
- Appoint an On-Site Manager;
- Appoint a Contract Manager;
- Provide an organisational structure identifying reporting relationships and responsibilities.

All personnel involved in the preparation, handling and service of food and beverages shall hold appropriate food safety qualifications and receive ongoing training. CV's demonstrating five years' experience for both On Site Manager and Contract Manager are required.

3.1.4 Café Operations – Monaghan Peace Campus Café

The Tenderer shall be responsible for the day-to-day operation of Monaghan Peace Campus Café.

The service shall include:

- Freshly prepared food;
- Sandwiches, wraps, salads and light meals;
- Hot and cold beverages;
- Baked goods and snacks;
- Vegetarian, vegan and gluten-free options.

Tenderers must clearly state whether pre-packed products will form part of their proposed service model.

Minimum Opening Hours

- Monday to Friday: 09:15 to 17:00
- Saturday: 09:15 to 16:30

These represent minimum opening requirements only.

The Tenderer may operate extended hours subject to agreement with Monaghan Peace Campus.

The Tenderer shall be required to operate outside standard opening hours where necessary to support pre-booked events, conferences, programmes and hospitality services.

The Tenderer shall provide all equipment necessary for operation of the café unless expressly identified as being provided by Monaghan County Council. All equipment provided by the Tenderer shall remain fully maintained, operation and fit for purpose throughout the Contract period. Any equipment failing before its anticipated service life shall be repaired or replaced by the Operator at no cost to Monaghan County Council. Upon expiry of the contract, ownership of agreed fixed equipment and fit out installations shall transfer to Monaghan County Council without additional cost.



Call for Tender Goods or Services

Tenderers shall submit:

- A proposed layout drawing;
- Equipment schedule;
- Fit-out proposal and costs;
- Details of customer seating arrangements;
- Utility requirements.

The Contracting Authority shall provide drawings identifying:

- Café boundaries;
- Available utilities;
- Existing furniture; 10 tables & 25 Chairs
- Existing equipment.

Ownership of equipment installed by the Tenderer during the contract period shall be clearly addressed within the concession agreement.

3.1.5 Utilities, Waste Disposal and Commercial Rates

Utilities, Waste Disposal and Commercial Rates

The Concessionaire will be responsible for all operating costs associated with the café, including utilities, waste management, and any other costs arising from the operation of the business.

Electricity

- The café is connected to a separate electricity meter.
- The Concessionaire will be responsible for all electricity costs consumed within the café premises based on actual usage recorded by the sub meter.

Water Charges

- Water consumption will be monitored through meter readings taken jointly by a representative of Monaghan Peace Campus and the Concessionaire on a monthly basis.
- The Concessionaire will be responsible for payment of water charges based on actual consumption.

Waste Management

- The Concessionaire will be responsible for arranging and funding their own waste collection and disposal services.
- The use of Monaghan Peace Campus waste bins and waste management contracts will not be included as part of this concession agreement.



Call for Tender Goods or Services

Commercial Rates

- Tenderers should be aware that commercial rates will apply to the operation of the café.
- The successful Concessionaire will be responsible for any commercial rates liability associated with the premises.
- The applicability of commercial rates, including any reliefs or exemptions that may be available, will be determined by the relevant statutory authority and should be considered by tenderers when preparing their submission.

3.1.5 Future Hospitality and Event Catering

The Tenderer shall develop hospitality and event catering services in consultation with Monaghan Peace Campus management over the term of the contract.

The hospitality service shall be operational within 3-6 months following contract award.

Services may include:

- Meetings;
- Workshops;
- Conferences;
- Educational programmes;
- Community events;
- Cultural activities.

Tenderers shall outline their proposed mobilisation and development programme.

3.1.6 Technical and Professional Requirements

Tenderers must demonstrate:

Community and Peace Campus Understanding

- Understanding of the Peace Campus ethos;
- Commitment to inclusive and cross-community engagement;
- Experience working within community, educational, cultural or public settings.

Food and Beverage Capability

The Tenderer must demonstrate:

- Strong menu planning capability;
- Food production expertise;
- Delivery of quality and value-for-money offerings;



Call for Tender Goods or Services

- Sustainable and seasonal sourcing approaches.

Management Capability

Tenderers shall provide:

- Management structure;
- Organisation chart;
- Key personnel details;
- Operational procedures.

Quality Management

The Tenderer must maintain systems for:

- Customer feedback;
- Complaint management;
- Service quality monitoring;
- Continuous improvement.

3.1.7 Sustainability and Corporate Social Responsibility

The Tenderer shall support Monaghan County Council's Sustainability Strategy, including but not limited to:

- Waste reduction, segregation, recycling and composting
- Use of reusable crockery and glassware for dine-in and hospitality services
- No single-use packaging and plastics
- Single use cups are prohibited from use on the campus.
- Provision of milk alternatives
- Provision of regular sustainability and waste reports to Monaghan County Council

3.1.8 Marketing, Communications and Systems

The Tenderer shall be responsible for:

- Actively promoting the Café and future hospitality services to Monaghan Peace Campus community
- Maintaining a strong digital and social media presence
- Using or implementing appropriate systems where possible to support:



Call for Tender Goods or Services

- Online ordering (particularly for future hospitality)
- Inventory, waste management and reporting
- Operational communication and performance monitoring

3.1.9 Food Production and Logistics

As Monaghan Peace Campus does not contain a full production kitchen, food preparation may be undertaken off-site. Any off-site production facility shall:

- Comply with all Food Safety Authority of Ireland requirements;
- Maintain HACCP certification;
- Be available for inspection by the Contracting Authority upon request.

3.1.10 Compliance Requirements

The Tenderer shall comply with all applicable legislation including:

- Food Safety legislation;
- HACCP requirements;
- Food Safety Authority of Ireland requirements;
- Safety, Health and Welfare at Work Act 2005 and associated amendments;
- Employment legislation;
- GDPR;
- Environmental legislation;
- Official Languages Act obligations.

3.1.11 Maintenance and Responsibilities

Monaghan County Council will take responsibility for:

- Internal decorations;
- Painting;
- Lighting replacement;
- Furniture maintenance;
- Building fabric maintenance;
- Utility infrastructure.

The Tenderer shall be responsible for:

- Daily cleaning;
- Catering equipment maintenance;
- Internal operational maintenance of the designated concession area.

A schedule of responsibilities will be agreed prior to signing of contract

Monaghan Peace Campus Café has no catering equipment currently installed within Monaghan Peace Campus Café. With the exception of the following:



Call for Tender Goods or Services

Bosch frost free fridge freezer, Model Number; KGN27NBEAG/01

Free standing **Bosch** double door fridge freezer Serial No. KGN27NBEAG/01 FD: 0304 Z-Nr.: 01188

- Under the counter **Bosch** integrated fridge Serial No. KUR15AFFOG/01 FD: 0310 Z-Nr.: 03824
- Under the counter **Bosch** integrated dishwasher Serial No. SMV2ITX22G/45 FD:0307 Z-Nr.: 00203
- **Zip Hydroboil** 10l Serial No. 2023030906005

3.1.12 Financial Transparency and Open-Book Operation

The Tenderer shall operate on an open-book basis. Reporting shall be submitted quarterly and shall include:

- Turnover;
- Sales reports;
- Sustainability performance;
- Operational performance metrics.

The Tenderer shall maintain an EPOS system capable of generating audit reports on request.

3.1.13 Use of the Irish Language (Gaeilge)

The Tenderer shall support the use and visibility of Gaeilge within Monaghan Peace Campus Café and future associated hospitality services.

In line with the public sector's commitment to promoting the Irish language and the obligations of the contracting authority under the Official Languages (Amendment) Act 2021, tenderers are required to ensure that they comply with the following, in respect of the provision of services on behalf of the public body:

All oral announcements (live or recorded) and the contents of any signage or advertisements must be in Irish and in English. All communications received in Irish in writing, by electronic mail; social media posts etc must be replied to in Irish. All communication in writing by electronic mail or through social media posts with the general public for the purpose of furnishing information must be in Irish and English.

The contracting authority retains responsibility for compliance with the Act and may, over time, enhance Irish-language requirements in future contracts under this framework. Further information on the Act is available at:

<https://www.irishstatutebook.ie/eli/2021/act/49/enacted/en/html>

3.1.14 Exclusion Of Scope

The following are expressly excluded from the scope of this tender:

- Provision or fit-out of a full on-site production kitchen
- Capital works to the building structure or external fabric outside the café area



Call for Tender Goods or Services

- Provision of a Deposit Return Scheme reverse vending machine

Tenderers are responsible for carrying out their own due diligence.

Monaghan County Council can accommodate site visits to view the proposed café area upon request by tenderers via the Etenders messaging facility.

3.2 Details of Options

The Contracting Authority intends to award a Service Concession for the operation and development of the Monaghan Peace Campus Café for an initial concession term of three years with an option to extend the concession for two further 12-month extensions, after the first year, subject to satisfactory performance and at the sole discretion of the Contracting Authority.

In order to future-proof the concession, the Contracting Authority may include the following options. Any such options may be exercised at the sole discretion of the Contracting Authority, subject to satisfactory performance by the Tenderer, and shall not give rise to any obligation to guarantee turnover, volumes, or profitability. Pricing shall remain in accordance with the tendered rates for a period of 24 months, or pricing methodology submitted by the Tenderer, subject to any agreed annual adjustment in line with the Consumer Price Index (CPI).

3.3 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 contract. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the operation and management of the café and any future associated catering services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide quarterly 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.

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



4 SELECTION CRITERIA

The Contracting Authority is using the **open** procedure for the award of this contract, 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.

4.1 Relying on the Standing of Other Entities

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

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

If the tender is from a consortium / joint venture Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.



Call for Tender Goods or Services

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 your 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-Tenderers and consortium members if applicable.	
Declarations	
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document. • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.	
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 and in their country of establishment.
Turnover	(a) Confirmation that the tendering party turnover exceeded €500,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination) - €6.5 million. • Third Party Property Damage - €2,600,00 • Motor Insurance - €2,000,000 • Cyber Insurance - €1,000,000



Call for Tender Goods or Services

Previous Contracts / Experience

Tenderers must provide information clearly demonstrating successful delivery of two (2) previous comparable contracts / experience, within the last five (5) years.

Health & Safety Management System

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

Quality Assurance Management System

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD.

Environmental Management System

Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether 3rd party certified or in-house. The Contracting Authority reserves the right to seek further information to verify compliance

Food Safety Management

Tenderers must provide information which demonstrates operation adherence on their own part and that of their Tenderers, to a regulatory system such as hazard analysis and Critical Control Point (HACCP) which provides a systematic preventative approach to biological, chemical and physical hazards in food production and processing.



Call for Tender Goods or Services

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

Any tender receiving less than the minimum marks required will be excluded from further consideration. Those tenderers who have not been excluded will then have their prices assessed.

Please note that the maximum marks available is 10,000.

Criterion A		Weighting	Maximum Marks	Minimum Marks Required
		40%	4000	N/A
Title	Commercial Offering (Proposed Concession Fee)			
Description	Assessment of the overall financial value to Monaghan County Council, considering the social enterprise nature of the Café. The evaluation will consider • The proposed monthly fee to the Council: For Example: Year 1 - €1,500, Year 2 - €1,700, Year 3 - €2,000, Year 4 - €2,200, Year 5 - €2,500. (4,000 marks) • In Year 2, 3, 4 and 5 (if contract is extended, 5% of turnover is also payable monthly to Monaghan County Council. Higher marks will be awarded on tender submissions received with proposals that pay a proposed monthly fee over the amounts requested.			



Call for Tender Goods or Services

Criterion B		Weighting	Maximum Marks	Minimum Marks – 50%
		25%	2500	1250
Title	Quality of Service Proposal			
Description	Service Concept and Customer Experience, service delivery model, Innovation and Improvement, Food safety and compliance. Criteria B1 Customer Experience and Community Engagement (800 marks) Criteria B2 Service Delivery and Operational Management (800 marks). Criteria B3 Innovation and Continuous Improvement (300 marks) Criteria B4 Food Safety and Compliance (600 marks)			
Criterion C		Weighting	Maximum Marks	Minimum Marks – 50%
		25%	2500	1250
Title	Menu Quality and Offering			
Description	Menu range and variety, Quality and Freshness, Nutrition and Healthy choices, dietary inclusivity and menu flexibility. Criteria C1 Range, Variety and Suitability (600 marks) Criteria C2 Quality and Freshness (600 marks) Criteria C3 Nutrition and Healthy Options (400 marks) Criteria C4 Dietary Inclusivity and Accessibility (400 marks) Criteria C5 Menu Development and Flexibility (500 marks)			
Criterion D		Weighting	Maximum Marks	Minimum Marks – 50%
		10%	1000	500



Call for Tender Goods or Services

Title	Sustainability & Environmental Approach
Description	Sustainable and ethical sourcing, Waste and Packaging, Environmental monitoring and reporting, Social value and Community benefit. (250 marks each) Criteria D1 Sustainable Procurement and Ethical Sourcing (250 marks) Criteria D2 Resource Efficiency, Waste and Packaging (250 marks) Criteria D3 Environmental Monitoring and Energy Management (250 marks) Criteria D4 Social Value and Community Benefit (250 marks)

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



Call for Tender Goods or Services

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:

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

Further detail on scoring methodology is outlined in the Tender Requirements Document (TRD).

5.2 Methodology for Calculating Scoring of Qualitative Criteria

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 and considered ineligible from further consideration		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and classified as inadmissible.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and classified as inadmissible.



Call for Tender Goods or Services

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

Note: where there is a tie-break, the economic Tenderer with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the economic Tenderer with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the quotation process.

5.3 Post Tender Clarification

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

5.4 Verification Meetings

Award of contract may be subject to attendance at a 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.

5.5 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.

5.6 Right to Confirm Suitability

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



Call for Tender Goods or Services

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

To submit a document to the electronic post-box, please note that tenderers must click "Submit Response". After submitting tenderers can still modify and re-send their response up until the response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

6.2 Closing date for Tenders

The closing date for tender submission	as specified on Etenders
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

The closing date for submitting queries	as specified on Etenders
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All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

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

6.4 Extension of 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.



Call for Tender Goods or Services

6.5 Tender Validity Period

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

6.6 Discrepancies between Documents

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

6.7 Formatting of Tenderers / Amendment of Tender Documentation

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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



Call for Tender Goods or Services

6.10 Clarification of Tenders

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

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

6.11 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender 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.

Once the tender submission deadline has expired, no new information can be introduced. This includes cost elements.

6.12 Change in the Composition of a Tenderer

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them. Where the original party to the tender was critical to the tenderer meeting some or all selection criteria, any replacement party must meet or exceed the same selection criteria standard.

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.13 Interference and Inducement to Purchase

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



Call for Tender Goods or Services

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

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

Potential outcomes can be:

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



Call for Tender Goods or Services

6.18 Award Notices

Following the award of the contract, an award notice will be dispatched to eTenders announcing the results of the competition.

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/Tenderers should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in materials used.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of contracts under the framework agreement.

6.24 Currency and Payment

The currency 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 exclusive of VAT, with the applicable rate of VAT clearly indicated.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in



Call for Tender Goods or Services

the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

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



Call for Tender Goods or Services

6.30 Late Payment

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

6.31 Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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

6.32 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.