



Seirbhís Phríosúin
na hÉireann
Irish Prison Service

SINGLE STAGE PROCEDURE WITH NEGOTIATION

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Scope of Framework	Single party framework for the provision of Physical Occupational Therapy Assessments to the Irish Prison Service.
eTenders RFT ID.	9341325
IPS Reference.	IPS/ 2026/04
Procedure	Single Stage Procedure with Negotiation as the Services are Title III Services as defined Directive 2014/24/EU
Issue Date	22 nd October 2026
Closing Date for Queries	12 noon (Local Time) Thursday 5 th November 2026
Closing Date for Tender Submissions	12 noon (Local Time) Monday, 16 th November 2026
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only

Notes:

- 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.

Please upload your response as a ZIP FILE to protect the integrity of the file names

The Contracting Authority has provided a Tender Response Document and a Pricing Schedule as separate documents for tenderers to use in preparing their response to this tender. These documents and format must be used and uploaded as a ZIP folder on eTenders to protect the integrity of file names.

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Disclaimer

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

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

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

Tenderers are advised the Contracting Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Tender considers that any of the information supplied in their response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

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

Use of eTenders

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. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

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

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

Use of a Tender Response Document

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

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

- Appendix 1 – IPS Single Party Framework Agreement Template 2026
- Appendix 2 – IPS Services Contract Template 2026
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

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

1. About the Contracting Authority

1.1 The Contracting Authority

Irish Prison Services (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

Political responsibility for the Prison System in Ireland is vested in the Minister for Justice. The Irish Prison Service operates as an executive office within the Department of Justice, Home Affairs and Migration. It is headed by a Director General supported by 5 Directors.

The Irish Prison Service deals with male offenders and female offenders who are 18 years of age or over.

There are 12 institutions in the Irish Prison System consisting of 10 traditional “closed” institutions and two open centres, which operate with minimal internal and perimeter security.

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

1.2 Small and Medium Enterprise participation

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

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

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition. Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful may 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 application is from a consortium/joint venture or other grouping, Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a Tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all members. The Contracting Authority will not act as an arbitrator between members of the grouping.

2. About the Framework Agreement

2.1 Type of Framework Agreement

The Contracting Authority invites tenders with the aim of establishing a single party framework agreement. Thereafter that framework member is entitled to be considered for all contracts within the scope of the framework agreement.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration and within a specified scope and value, individual contracts may or may not be awarded.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular Economic Operator. Indeed, the Contracting Authority 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. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

2.2 Scope of Requirements under the Framework Agreement.

2.2.1 The Overall Scope of the Framework Agreement

This framework will be established for the provision of appropriately qualified occupational therapy services to provide a consistent, equitable and clinically governed physical and functional occupational therapy assessment service across the prison estate.

The service is for people in custody whose needs may require functional assessment, assistive-equipment recommendations, environmental assessment or recommendations for physical adaptation to support safe, functional and dignified daily living within the prison environment.

The service is intended to provide independent, clinically reasoned assessments and recommendations for items and adaptations such as, but not limited to, specialist beds, chairs, transfer equipment, handrails, grab rails, mobility-related aids, pressure-management products, personal-care equipment and other reasonable assistive solutions.

2.2.2 Out of Scope

For avoidance of doubt, this is a clinical occupational therapy assessment and recommendation service. It is not an equipment repair, servicing, maintenance, supply logistics, construction or building-works service.

2.2.3 A summary of the initial call-off contract

The initial call-off contract will provide a physical and functional occupational therapy assessment service to the Irish Prison Service. The service will include referral screening and triage, assessment of functional needs and occupational performance, environmental assessment, assessment and recommendation of assistive equipment or adaptations, provision of person-specific advice, liaison with relevant IPS staff and multidisciplinary teams, and written clinical recommendations or formal occupational therapy reports where required.

The service will support people in custody whose physical, functional or environmental needs impact on safe, independent and dignified participation in daily activities within the prison environment.

Where clinically indicated, the service may also include review or reassessment following implementation of equipment, adaptation, transfer or a change in functional need.

2.3 Admission to the Framework Agreement

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

2.4 Duration of the Framework Agreement

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

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

2.5 Duration of the initial Contract

The initial Contracts(s) will be for a period of two (2) years. The proposed commencement date will be soon after the award of contracts.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The extension periods will be for between 1 and 2 years.

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed **€250,000** 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.

2.7 Estimated Value of the initial call-off contract

The value of the initial call-off contract in each Lot is in the region of **€80,000 to €130,000**.

2.8 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	Week Beginning 23rd November 2026
Award decision	November 2026
Framework Agreement Commencement	November 2026

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

2.9 Awarding Contracts under the Framework Agreement

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

2.10 Details of Contracts arising over the life of the Framework Agreement

In addition to the initial contract, the Framework Agreement may be used for additional requirements for physical and functional occupational therapy assessment services arising across the Irish Prison Service over the lifetime of the Framework.

Contracts arising under the Framework may include:

- New physical and functional occupational therapy referrals.
- Review or reassessment where a person's functional needs or circumstances have changed.
- Complex seating, mobility, transfer or assistive-equipment assessments.
- Environmental and physical-adaptation assessments.
- Clinical review of existing equipment where suitability, safety or ongoing clinical need requires reassessment.
- Person-specific occupational therapy advice in relation to safe transfers, positioning, equipment use or functional support.
- Occupational therapy input associated with transfer, release or continuity-of-care planning.
- Additional assessment capacity where referral volumes or service demand increase.

Each contract or call-off may specify the relevant prison location or locations, anticipated volume of work, response times, required deliverables, reporting arrangements and any relevant local operational requirements.

All work undertaken under a call-off contract must remain within the overall scope of the Framework Agreement. Routine equipment repair, technical servicing, maintenance and building works are outside the scope of the occupational therapy assessment service unless separately commissioned or procured.

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

2.11 Award to Runner Up

If, following the award of any contract under this framework agreement, the framework member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to terminate the framework membership and

award the framework agreement to the next highest scoring tenderer emerging from the original process at any time during the tender validity period.

2.12 Right to tender outside of the Framework

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

2.13 Compliance with the Terms and Conditions of the Framework Agreement

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

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

3. Detailed Specification of Requirements

3.1 Scope of Requirement for the Initial Contract and for the Framework Agreement

The framework agreement will be established on foot of this tender competition for an initial contract for **provision of Physical Occupational Therapy Assessments to the Irish Prison Service.**

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

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular Economic Operator. Indeed, the Contracting Authority 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. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

3.2 Details of requirements

The successful Tenderer shall provide occupational therapy assessment services, including as required:

- Functional assessment of activities of daily living and occupational performance, including mobility, transfers, toileting, bathing, dressing, eating, sleep, cell access, association, work, education, healthcare access, visits and emergency evacuation.
- Assessment of the person's interaction with the prison cell, sanitary areas, shower, landing, workshop, school, healthcare unit, visits area, transport interface or other relevant prison environment.
- Identification of barriers to safe and independent functioning and consideration of reasonable and proportionate assistive solutions.
- Assessment and recommendation of assistive living aids and equipment, including specialist beds, mattresses where clinically relevant, chairs, specialist seating, transfer aids, mobility aids, pressure-management products, handrails/grab rails and personal-care equipment.
- Consideration of equipment already available within IPS and whether it remains suitable, requires adjustment, should be supplemented, replaced or discontinued.
- Assessment of physical adaptation needs and provision of a clinical specification/recommendation for adaptation where required.
- Person-specific advice on transfer methods, equipment use, positioning, safe assistance, staff considerations and review needs.
- Liaison, where necessary, with IPS healthcare, nursing, medical, psychology, physiotherapy, speech and language therapy, social work, disability services, prison operations, Integrated Sentence Management, Estates/ Facilities, Procurement, families and community services.
- Provision of written clinical recommendations sufficient to enable IPS to make an informed decision regarding provision, procurement, installation or adaptation.

- Review assessment where functional circumstances change, where an existing recommendation is no longer appropriate or where a clinical outcome review is indicated.
- Support for continuity of equipment, prescriptions, referrals and functional information when a person transfers or leaves custody.

3.2.1 Assessment Candidates

The Contracting Authority have identified four key cohorts of candidates for assessment. They are:

1. Adults in custody in closed, open, female, male, remand, sentenced, high-security, protection, vulnerable-prisoner, healthcare and progression settings.
2. People with temporary or permanent disability, injury, frailty, neurological condition, acquired brain injury, sensory impairment, chronic illness, pain, reduced mobility, cognitive impairment or functional decline.
3. People with complex needs where the prison environment creates or intensifies barriers to safe and dignified occupational performance.
4. People approaching transfer, court attendance, hospital attendance, release, temporary release or community reintegration where equipment or adaptation planning is required.

Please note this may change over the lifetime of the Framework.

3.3 IPS Proposed Assessment Pathway

Below is a proposed 12 stage process to fulfil the Occupational Therapy assessment requirement. This may change slightly on agreement with the successful tenderer.

	Stage	Physical OT Referral and Assessment Process
1	Physical OT referral submitted	The referrer completes and submits the approved IPS Occupational Therapy referral form through the agreed referral pathway. The referral must identify the specific physical/functional concern and include sufficient relevant clinical, functional and risk information, including current equipment where applicable, to allow appropriate screening and triage. Incomplete referrals may be returned for further information.
2	Referral screening	The OT confirms that the request is appropriate for physical/ functional OT and that sufficient information has been provided on the referral form. Repair-only, maintenance or routine servicing requests are redirected to IPS/Estates/the relevant approved supplier unless clinical reassessment is required.
3	Triage and priority	The OT reviews the referral, requests any missing information and determines whether it is urgent or routine. Urgent physical OT referrals are targeted for assessment within two weeks (10 Business Days) of receipt of a complete referral.
4	Immediate concerns	If the referral describes an immediate medical or serious safety concern, the referrer is directed to the prison

		healthcare/emergency/operational pathway. This service is not an emergency OT call-out service.
5	Appointment arranged	The OT liaises with the nominated prison contact to arrange access, location, escort/security requirements and any relevant staff attendance.
6	Information review	The OT reviews relevant referral information and available clinical/collateral information required to answer the referral question.
7	OT assessment	The OT completes a person-centred physical/ functional assessment in the relevant environment where practicable. This may include mobility, transfers, falls, seating/posture, pressure care, personal care, cognition/function, equipment or environmental access.
8	Clinical recommendations	The OT determines whether equipment, staff guidance, environmental change, physical adaptation, further assessment or another referral is indicated. Recommendations distinguish clinical need from repair/maintenance requirements.
9	Formal report	The OT prepares a formal report (if deemed necessary) outlining assessment findings, functional impact, identified risks, clinical reasoning and recommendations.
10	Secure report sharing	The report is shared with the nominated IPS recipient(s) through the IPS-approved ShareFile process, or another secure method approved by IPS. Only the minimum necessary information is shared with non-healthcare recipients.
11	IPS implementation pathway	Where equipment purchase, repair, replacement or physical adaptation is recommended, IPS progresses the recommendation through the relevant local management, Estates, Procurement and/or approved supplier process. The OT does not carry out repairs or building works.
12	Follow-up / closure	Where clinically indicated, OT reviews the person after equipment/adaptation implementation or provides clarification. The referral is then closed with outstanding actions clearly identified.

3.3.1 Process for Referral Requests

The OT assessment may be indicated where a physical or functional need is identified at any stage during a person's custody, including during the committal interview/intake process, through healthcare or multidisciplinary review, following a change in functional status, or where existing equipment, supports or environmental arrangements may no longer meet the person's needs.

Referral may also be appropriate where a new or replacement solution requires clinical assessment or specification, where there are concerns regarding mobility, transfers, personal care, seating, pressure management, falls risk, access, participation in daily activities, or where the prison environment creates a barrier to safe and dignified functioning.

Physical OT referrals may be formally requested from:

- prison healthcare clinicians,
- nursing/medical staff,
- multidisciplinary teams and
- other IPS referrers approved by the Contracting Authority.

Referrals must use the agreed referral pathway and clearly identify the physical or functional problem to be assessed.

3.3.2 Referral Pathway

1. All referrals to the Physical and Functional Occupational Therapy Service must be submitted using the agreed IPS Occupational Therapy referral form.
2. The referrer must clearly identify the reason for referral, the specific physical or functional difficulty, relevant clinical and risk information, any equipment currently in use, and the urgency of the referral.
3. Incomplete referrals may be returned to the referrer for further information before triage. Repair-only, routine maintenance or servicing requests should not be submitted as OT referrals unless a clinical reassessment is required.

3.4 Proposed Service Delivery Model

- Assessments shall normally be undertaken in person on prison premises at locations specified by IPS.
- The Tenderer shall be capable of providing services across relevant IPS establishments, subject to the geographic scope and call-off arrangements specified in the RFT.
- The Tenderer shall operate in a manner compatible with prison security, access, escort and operational procedures.
- Appointments shall be arranged with the nominated IPS contact and shall take account of prison operational constraints and the person's availability.
- The Tenderer shall provide reasonable notice of attendance requirements and comply with IPS visitor, security, safeguarding and local operational requirements.
- Remote clinical discussion may be used where clinically appropriate but shall not replace an in-person assessment where physical, environmental or functional assessment is necessary.
- The service is anticipated to receive approximately two referrals per month across the prison estate, although demand may vary and no minimum volume is guaranteed unless stated in the final RFT.

3.4.1 Assessment Requirement

Each assessment shall, where relevant and clinically appropriate, include consideration of:

- Identity, referral question, consent, communication needs and relevant available clinical/collateral information.
- Presenting functional needs and relevant medical/rehabilitation information made available to the occupational therapist.

- Activities of daily living and occupational performance are relevant to the custodial environment.
- Transfers, mobility, balance, strength, endurance, positioning and fall risk.
- Seating and postural support requirements, pressure care and positioning where relevant.
- Bed access, transfers, height, positioning and other sleep/rest-related functional requirements.
- Need for handrails, grab rails or other environmental adaptations, including location and safe positioning.
- Compatibility of proposed equipment with the physical prison environment and foreseeable operational/security considerations.
- Risks associated with proposed equipment or adaptations, including misuse, obstruction, trip hazards, ligature, concealment, fire, infection prevention and emergency evacuation implications, in consultation with relevant IPS personnel.
- Whether less costly, standard or already-available solutions could adequately meet the identified need.
- Whether specialist equipment is clinically necessary and, if so, the functional specification required.
- Strengths, goals, will and preferences, cultural needs, trauma-informed practice, privacy and dignity.
- Fluctuations, fatigue, pain, cognition, behaviour, medication effects, vision, hearing, communication, mental health and coexisting conditions.
- Clinical reasoning, options considered, proportionality, risks of action and inaction, and review arrangements.
- An interim plan where final equipment, funding, cell move or works cannot be delivered immediately.

3.4.2 Referral Categories of Priority

Priority		Definition and Response
1	Urgent physical OT referral	A physical or functional difficulty where delay may significantly affect safe mobility, transfers, personal care, seating/pressure management, falls risk, access or dignity. Referral is triaged promptly and the assessment is to be arranged and completed within two weeks (10 business days) of receipt of a complete referral, subject to prison access and the person being available.
2	Routine physical OT referral	A stable physical or functional difficulty requiring OT assessment, equipment recommendation or adaptation advice. Assessment timeframe is scheduled in line with clinical need, service capacity and the agreed referral plan. Assessment to be arranged and, where practicable,

		completed within (20 Business Days) of receipt of a complete referral, subject to clinical priority, prison access and the person being available.
3	Immediate medical / safety concern	This is not an emergency OT call-out pathway. Any immediate threat to life, acute medical deterioration or serious safety concern must be escalated through prison healthcare/emergency and operational pathways. OT may subsequently assess the ongoing functional need.
4	Repair / maintenance request	Not an OT referral unless clinical reassessment is required. Broken equipment, routine servicing, building defects or maintenance issues should be directed to IPS/Estates/the relevant approved supplier. OT input is appropriate where needs have changed or suitability/replacement requires clinical assessment.

3.4.3 Proposed Assessment Report

The successful tenderer shall provide a concise formal written occupational therapy report following each assessment.

Unless otherwise agreed, the report shall include:

- Referral reason and assessment date.
- Relevant functional findings and clinical reasoning.
- Identified functional limitations and risks.
- Environmental considerations relevant to the recommendation.
- Clear recommendation(s), including the functional specification of any proposed aid, equipment or adaptation.
- Rationale linking each recommendation to the assessed functional need.
- Any installation, positioning, adjustment, training, cleaning/maintenance considerations or relevant staff guidance.
- Any limitations on use or relevant safety precautions.
- Recommendation for review, where required.
- Name, professional designation and CORU registration (or equivalent) details of the assessing occupational therapist.

3.4.3.1 Sharing of Report Protocol

Following completion of assessment of individual prisoners, a report of recommendations, including any equipment, training on use of the equipment, equipment prescriptions, transfer requirements etc. to be provided to the Contracting Authority within **1 week** of completion of the assessment.

The completed report shall be shared securely with the nominated IPS recipient(s) via the IPS-approved ShareFile process, or another secure method approved by the Client. Only the minimum necessary information shall be shared with non-healthcare recipients.

3.4.3.2 Assessment Findings Escalation Process

Any immediate clinical or safety concern identified during assessment must be communicated promptly to the relevant IPS healthcare/ operational contact and not await completion of the formal report.

3.4.4 Safeguarding, Confidentiality and Data Protection

The successful tenderer shall comply with all applicable Irish legislation, professional standards and IPS policies concerning confidentiality, safeguarding, information governance and data protection.

Personal data shall be processed only for legitimate purposes connected with delivery of the contract and in accordance with applicable data-protection arrangements.

Assessment reports and other clinical information shall be transmitted securely to the nominated IPS recipient, ordinarily via the IPS-approved ShareFile process or another secure method approved by IPS.

The successful tenderer shall comply with IPS requirements regarding access to records, secure storage, retention and disposal of information.

Any suspected safeguarding concern, serious clinical risk or other matter requiring urgent escalation shall be communicated promptly through the agreed IPS escalation route.

3.4.5 Equipment and Assistive Aid Recommendations

Recommendations shall be performance- and function-based rather than brand-specific. Where a proprietary product is referenced for clarity, equivalent products meeting the required functional specification shall be acceptable, subject to applicable procurement and clinical approval processes.

The assessment service may cover, but is not limited to:

- Specialist and profiling beds or bed-related accessories.
- Specialist chairs and seating systems.
- Transfer aids and equipment.
- Grab rails, handrails and other environmental supports.
- Mobility and positioning aids.
- Bathroom and personal-care aids.
- Pressure-management or postural-support equipment where within the occupational therapist's competence and scope.
- Other assistive technology or daily living equipment reasonably required to address an assessed functional need.

Please Note: The OT may recommend that existing equipment requires adjustment, repair, replacement or discontinuation, but the Framework Member is not responsible for carrying out

equipment repairs, servicing, routine maintenance, general supply logistics or building/ facilities works under this contract.

3.5 Response Times and Service Levels

The Tenderer shall state proposed service levels and the mechanisms proposed to ensure that these timeframes can be achieved at a minimum.

IPS minimum requirements are to include:

Requirement	Timeframe
Urgent physical OT referrals: assessment arranged/ completed on receipt of a complete referral, subject to prison access and the person being available.	within two weeks (10 Business Days)
Urgent clinical / safety concerns identified during assessment: Escalated immediately to the nominated IPS contact.	Straight away via the agreed messaging portal.
Routine referrals assessment timeframe scheduled according to clinical need, service capacity and the agreed referral plan.	20 business days
Assessment Report Issued within the timeframe stated in the final RFT/SLA following assessment.	5 business days, post assessment
General Queries: Queries or requests for clarification on a report: responded to within the agreed timeframe.	5 business days

Please Note: This service is not an out-of-hours or emergency OT call-out service.

3.6 Equipment Ordering Protocol

OT will take responsibility for ordering the required equipment through the HSE ordering protocols as part of their Framework, within 1 week of approval.

The successful tenderer will be required to manage the ordering of any approved equipment from the framework agreement in place with the HSE.

3.7 Receipt of Equipment Protocols

Where assistive equipment has been approved and ordered following an occupational therapy recommendation, the following process shall apply.

- Equipment shall be delivered to the location and nominated IPS contact agreed as part of the ordering process.

- On receipt, the equipment should be checked against the approved HSE equipment and adaptations framework, ordered and relevant functional specification to confirm that the correct item and any required components or accessories have been supplied.
- Any damaged, incomplete or incorrect equipment shall be identified promptly and raised with the relevant supplier and nominated IPS contact before clinical issue or use.
- Where technical assembly, installation, servicing or commissioning is required, this shall be undertaken by the supplier or another appropriately competent person in accordance with the manufacturer's instructions and applicable IPS requirements. The occupational therapist is not responsible for, repair or servicing of any equipment.
- Where clinically required, the Occupational Therapist shall undertake or support appropriate clinical fitting, adjustment, positioning or user trial of the equipment to confirm that it meets the assessed functional need.
- The OT will then take said equipment and modify it to suit the recipient as required.
- Before equipment is issued for use, foreseeable clinical and custodial considerations should be reviewed as appropriate, including safe positioning, mobility and transfer requirements, falls risk, pressure-management requirements, obstruction, misuse, ligature, concealment, infection-prevention and emergency-evacuation considerations.
- The person using the equipment and relevant staff should receive appropriate person-specific guidance regarding safe use, positioning, transfer techniques, restrictions and any relevant monitoring requirements by the OT.
- Relevant equipment information should be made available to IPS where applicable, including manufacturer instructions, warranty information, cleaning requirements, servicing requirements and supplier details.
- Receipt, clinical fitting or handover, where applicable, should be documented through the agreed IPS process and ShareFile.
- Routine repair, servicing and technical maintenance are not occupational therapy clinical functions. Where equipment is damaged or requires servicing, the appropriate supplier, HSE framework, managed service or IPS maintenance pathway should be used. Occupational therapy reassessment should be requested where there is a change in functional need, where the suitability of the equipment is uncertain, or where clinical review of replacement equipment is required.
- Where clinically indicated, the Occupational Therapist may complete a follow-up review to determine whether the equipment meets the intended functional outcome.

3.8 Provision of equipment for trial and use

OT to take responsibility, where required undertake or support appropriate clinical fitting, adjustment, positioning or user trial of the equipment to confirm that it meets the assessed functional need.

Where equipment requires fixing to a wall as an example, IPS building and estates will fulfil this requirement.

3.9 Quality, balance, and expertise of the proposed team

All personnel proposed to deliver the service must be:

- appropriately qualified occupational therapists and eligible to practice in Ireland.
- maintain current CORU registration (or equivalent) for the duration of service delivery.
- maintain appropriate professional indemnity and public liability insurance for the services provided.
- must have demonstrable experience and expertise in occupational therapy assessment of adults with complex functional needs.
- must have demonstrable competence in assistive equipment, seating, mobility, transfers, falls, functional/cognitive assessment and environmental adaptations relevant to the service.
- must maintain continuing professional development appropriate to the services.
- must understand the requirements of secure/custodial environments or demonstrate capacity to undertake suitable IPS induction and security training.

IPS will be assessing the team in terms of breadth of relevant qualifications, experience and expertise to cover the requirements for each proposed team member.

Tenderers must note that, as set out in the contract documents, the proposed team will be required to deliver the services, although the Contracting Authority reserves the right to seek additional/alternative skills personnel in any call-off contract, having regard to the nature of the particular call-off.

Tenderers must also note that the Contracting Authority considers that the availability of suitably trained and expert personnel is vital to the successful delivery of the services. The Framework Member should have sufficient replacement personnel (of at least equal quality and expertise to those allocated to the services) available to avoid interruption or delay to the services for any reason, including but not limited to such occurrences as illness or holidays.

The Framework Member may, at call off stage, be permitted to supplement their resources with a Specialist(s) where, in their opinion, there is a requirement to do so given the nature of the requirements under the call-off. The Specialist(s) will be assessed as part of the call off competition. Rates for any agreed supplementary resources must be in line with the tendered rates and as will be set out in the Framework Agreement.

3.10 Requirement Locations

The current list of locations where assessment may be required are:

1. Arbour Hill
2. Mountjoy Prison
3. Dochás Centre
4. Training Unit, Mountjoy Complex
5. Wheatfield Prison
6. Cloverhill Prison

7. Shelton Abbey
8. Midlands Prison
9. Portlaoise Prison
10. Limerick Prison
11. Cork Prison
12. Loughan House
13. Castlerea Prison

3.11 Contract Management

Tenderers should provide details of the Contract Manager appointed, including any deputy; the proposals for effective contract management addressing the responsibilities outlined below in addition to proposals for management of complaints including escalation procedures and protocols.

The Contract Manager will act as the main point of contact for the duration of the framework agreement and shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the Contract Manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Be fully available and contactable during operational hours to nominated Contracting Authority staff;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Deal effectively with disputes, complaints, queries or concerns that cannot be immediately adequately resolved including management of an escalation process for unresolved issues impacting on the successful tenderer's obligations.
- Provide details of contract management reports proposed including content, financial payment, frequency, etc.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings over the life of the framework agreement.
- Meetings on a proposed monthly basis between the Contract Manager and the Contracting Authority nominated contact to review all issues regarding the contract.

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

3.11.1 Quality Assurance and Clinical Governance

The successful tenderer shall maintain documented quality-assurance arrangements for the service.

Assessment methodology shall be evidence-informed and within the occupational therapist's professional scope of practice.

The successful tenderer shall maintain appropriate records of referrals, assessments, recommendations and follow-up.

IPS may request anonymised service-performance information for contract-management purposes.

The successful tenderer shall participate in reasonable contract review meetings and service-improvement discussions.

Any complaints, incidents, near misses or identified service failures shall be managed promptly in accordance with agreed procedures.

Where clinically indicated, the OT may review whether recommended equipment or adaptation meets the intended functional need after implementation. This is a clinical review and not a technical repair/maintenance inspection.

3.11.2 Service Level Agreement / Key Performance Indicators

Below please find a list of proposed service level agreement requirements. The final SLA and KPIs will be agreed with the successful tenderer.

Requirement		Target
1	Percentage of referrals acknowledged within the agreed timeframe.	100%
2	Percentage of urgent assessments completed within the two-week / 10 Business Day target.	100%
3	Percentage of routine assessments completed within the agreed timeframe.	100%
4	Percentage of assessment reports submitted within the agreed timeframe.	100%
5	Percentage of reports meeting the required content standard and containing clear, clinically reasoned functional recommendations.	100%
6	Attendance/cancellation performance.	100%
7	Number and nature of substantiated service complaints.	Less than 5 annually
8	Compliance with IPS security, confidentiality and data-protection requirements.	100%
9	Timeliness of escalation of urgent clinical or safety concerns.	Within the agreed timeframe.

3.12 Security Clearance/ Garda Vetting

Tenderers should note that any employees of the successful tenderer may be subject to Irish Prison Service vetting and security procedures prior to that employee being allowed entry onto Prison sites or the Contracting Authority support buildings. Co-operation with these procedures is mandatory.

In addition, due to the nature of the sites and environment, all staff working on the contract, including those with sub-contractors and suppliers, are required to undergo both Garda Vetting and Security Clearance by the Irish Prison Service.

Tenderers are advised that the Security Clearance process can take several months and therefore it should be afforded adequate time and resources during the initial mobilisation period to ensure that all nominated staff allocated to attend sites have the necessary clearances in place.

Under no circumstances will personnel be admitted to prison confines without the level of Security Clearance required as defined by the Contracting Authority. All costs associated with a refusal of permission will be borne by the successful tenderer.

3.13 Additional Security Measures

The successful tenderer's staff and associates may be subject to routine security clearance procedures prior to being allowed entry onto certain sites, including but not limited to Irish Prison Service sites. Co-operation with these procedures and any specific site security regulations is mandatory and include:

- All names and addresses of personnel must be provided in advance for security clearance.
- Passport or driving Licence must be produced on arrival.
- No phones, laptops, iPad, SIM cards, or other phone related paraphernalia can be brought into a prison, without written pre-approval from the Contracting Authority/ Prison Governor. The Contracting authority understands that access to laptops or other technical aids may be required for the purpose of servicing equipment in which case this is permitted.

Deliveries and employees of the service provider may be subject to Proof of ID checks prior to delivery. Delivery personnel and employees of the service provider must adhere to local arrangements, if applicable, that are in place at the given time within all locations of the Irish Prison Service.

3.14 Supplier behaviour whilst onsite

In addition to the contractual terms, suppliers need to be aware that attendance at prison locations is subject to strict protocols and procedures and risk mitigation measures.

There are strict security measures in place in prison locations (e.g.) mobile phones are not allowed – restricted areas etc.

Such protocols and procedures will be advised by the specific contract manager and/or local prison management as part of or following supplier engagement/contract award.

Such protocols and procedures may include advice and instructions surrounding:

- Supplier (agents/employees etc) identification
- Search areas and prison entry requirements
- Inspections of equipment/property
- The requirement for being escorted
- Directions/Instructions by prison personnel
- Use of IPS fixtures, supplies and equipment
- The use of any equipment by the supplier
- Accidents and Emergency Responses
- Fire Alarm Responses

- Exit protocols
- Smoking Areas
 - o *Smoking is only allowed in designated areas as outlined in the IPS Smoking Policy.*
- Legislation
 - o *All work and other supplier activities shall fully comply with local orders, Irish and European legislation, rules, regulations and ordinances.*

Please note within the Form of Tender, the tenderer's signature confirms acceptance of all of the above requirements.

3.15 Secure Online Payments

Successful tenderers may be required to provide secure means of payment of products purchased during the term of the Services Contract as required. The secure electronic payment system must have the ability to accept payment for Goods via electric funds transfer ("EFT"), and purchase cards.

3.16 Sustainability Requirements

Tenderers as part of their response should provide details on how the principles of sustainability, under the three pillars: Environmental, Social and Economic, might be applied in delivering the Contracting Authority's requirements.

Proposals must relate to supporting this agenda in the design and delivery of contracts under the framework and should not relate to corporate policies of the tenderer but must be concrete initiatives and contract specific. Any initiative proposed should be capable of being verified and must be capable of being monitored and measured and reported on.

Where proportionate and relevant to the service issues should address social considerations, including minimising unnecessary travel, use of secure electronic reporting, minimisation of disposal pathways as a final solution should be actively considered.

3.17 Innovation and Added Value

Tenderers are required to provide details of any innovative solutions or value-added services which would enhance their solution but will have no additional cost to the Contracting Authority might be implemented. Where applicable these should relate to initiatives over and above standard elements considered part of a standard contract / support service.

4. Selection Criteria

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

4.1 Use of the European Single Procurement Document

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

4.2 Relying on the standing of other Entities

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

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

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 framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.3 General Declarations and Financial Capacity Requirements

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

General Information

Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Financial and Economic Standing

Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	(a) Confirmation that the tendering party turnover exceeded €100,000 during one of the last three years or pro-rata if more recently established firms are tendering. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:

Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Professional Indemnity /Medical Malpractice	€2 million
Cyber Liability	€2 million
Crime Insurance	€50,000

Declaration

Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.

Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

Complete the Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

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

4.4 Technical Capacity Requirements

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of **two (2)** previous comparable experience/projects, involving the features as defined in the TRD. Tenderers should refer to instances within the last five (5) years which demonstrate that they have successfully delivered services of a comparable nature and scale on **two (2)** occasions. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract. In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

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

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

Quality Assurance Management System

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

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 50%
	30%	3,000	1,500
Title	Methodology for delivery of service		
Description	Tenderers must provide a clear plan to demonstrate the Tenderer's proposed methodology in respect of delivery of the service to ensure requirements identified in this RFT are met. Tenderers must individually address all issues in the RFT section 3. These must include: - Proposed service-delivery and appointment model taking account of geographic coverage. - Proposed assessment and reporting methodology, providing sample assessment report as part of your response. - Proposed response times and capacity, including ability to meet the minimum two-week turnaround. - Data protection and information-security arrangements, including secure report transmission. - Business continuity arrangements and contingency cover. This criterion will be evaluated strictly on the basis of the totality of the tenderer's submission, and no sub-criteria will be used.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	25%	2,500	1,250
Title B	Organisation of Resources and Quality of Proposed Team		
Description	Tenderers should outline their methodology for management and allocation of resources to meet the needs of the service. This should be supported by: - An organisation chart - Tenderers should provide a resource profile linked to the geographic location of the proposed personnel and complete the resource table in the TRD		

	A detailed CV for all proposed personnel who will have responsibility in providing the services outlined. Please complete the CVs using the template provided. This should include all relevant professional qualifications, skills and relevant experience in assistive technology, seating, mobility, transfers, environmental assessment and complex adult functional needs. This criterion will be evaluated strictly on the basis of the totality of the tenderer's submission, and no sub-criteria will be used.		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	15%	1,500	750
Title	Contract Management		
Description	Tenderers must provide a detailed description of how this requirement will be managed over the lifetime of the agreement outlining: - Nominated Account Manager (CV to be provided) - Ability to comply with timelines from request to final report - Escalation procedures Finally, tenderers must detail how their Quality assurance and clinical governance arrangements would be applied to the requirements detailed in this competition. (Please refer to section 3.11 for guidance.) This criterion will be evaluated strictly on the basis of the totality of the tenderer's submission, and no sub-criteria will be used.		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	5%	500	250
Title	Sustainability, Innovation and Added Value		
Description	Tenderers are required to provide details of how the principles of sustainability, innovative solutions or value-added services they feel would enhance their solution but will have no additional cost to the Contracting Authority. Please refer to sections 3.16 and 3.17 for guidance.		
Criterion E	Weighting	Maximum Marks	Minimum Marks
	25%	2,500	N/A
Title	Ultimate cost – For the Purpose of evaluation		
Description	For the purpose of evaluation tenderers are required to populate all relevant Tables in the Form of Tender section 3.6, included in the Tender Response Document.		

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

5.1 Methodology for scoring Qualitative Criteria

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

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
<50%	Unacceptable	Less than 50% is unacceptable. Should a minimum score apply, the Tender will be considered ineligible from further consideration.
0%	No response	The Tenderer failed to provide a response to the Criterion.

5.2 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	$\frac{A \times C}{B}$

5.3 Post Tender Clarification

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

5.4 Verification

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6. Instructions for Tenderers

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

6.1 Queries

The closing date for submitting queries is specified on the title page.

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

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

6.2 Closing Date for Tenders

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

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250MB. It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

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

6.3 Extension of the Tender Deadline

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

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

6.4 Submission of Tenders

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

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-

box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

6.4.1 Accessing Documents

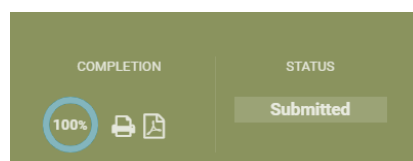
It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance.

To do this you must do the following:

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

6.4.2 Submitting your Response

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



If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.5 Tender Validity Period

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

6.6 Discrepancies between Documents

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

6.7 Formatting of Tenders / Amending Tender Documents

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

6.11 Correction of errors

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

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

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

6.12 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

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

6.13 Interference and Inducement to Purchase

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

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

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

Potential outcomes can be:

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

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) calendar days from the date of notification of unsuccessful tenderers (‘standstill period’).

6.18 Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

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

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

6.24 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

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

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

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

6.30 International Procurement Instrument

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, services and goods to the Union’s

public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, services and goods to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

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

6.31 Foreign Subsidies Regulation

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

6.32 Late Payment

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

6.33 Data Protection

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

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

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

6.34 Responsibility of Successful Party regarding Supply Chain/Related Risks

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