OPEN PROCEDURE

CALL FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Scope of Framework	
DLR CoCo – Provision of Network Coordination Services for Local Enterprise Office Dún Laoghaire-Rathdown's Enterprising Women Network	
Procedure	Open Procedure
eTenders ref (CfT Resource ID):	DLR/2026/158
Key Dates	
Issue Date	**Monday 2nd November 2026**
Closing Date for Queries	**Monday 16th November 2026 at 17:00**
Closing Date for Tender Submissions	**Monday 23rd November 2026 at 17:00**
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.

Please note that the Contracting Authority has supplied a Tender Response Document (and where relevant a separate pricing document) which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.

CONTENTS

ABOUT THE CONTRACTING AUTHORITY 6
The Contracting Authority 6
1.1 Disclaimer 7
1.2 Use of eTenders 7
1.3 Use of a Tender Response Document 7
1.4 Small and Medium Enterprise Participation 8
2 ABOUT THE FRAMEWORK AGREEMENT 9
2.1 Type of Framework 9
2.2 Overview of Requirements under the Framework Agreement 9
2.2.1 The Scope of the Framework Agreement 9
2.2.2 The Scope of the Initial Call-Off Contract (if applicable) 9
2.2.3 Additional / Call-Off Contracts under the Framework 9
2.3 Anticipated Timeline 9
2.4 Numbers admitted to the Framework 10
2.5 Duration of the Framework Agreement 10
2.6 Estimated Value for the Framework Agreement 10
2.7 Awarding Contracts under the Framework Agreement 10
2.8 Right to tender outside of the Framework 10
2.9 Compliance with the Terms and Conditions of the Framework Agreement 11
2.10 Contract Terms and Conditions 11
2.11 Award to Runner Up 11
3 Detailed Specification of Requirements 12
3.1 Scope of Requirement under the Framework Agreement – Initial Contract 12
3.2 Details of Additional Contracts under the Framework Agreement 14
3.3 Contract Management 14
4 SELECTION CRITERIA 16
4.1 Use of the European Single Procurement Document 16
4.2 Relying on the Standing of Other Entities 16
4.3 General, Legal and Financial Requirements 18
4.4 Technical Capacity Requirements 19
5 AWARD CRITERIA 22
5.1 Methodology for Calculating the Cost Score 24
5.2 Methodology for Calculating Scoring of Qualitative Criteria 24
5.3 Post Tender Clarification 25

5.4 Verification 25
5.5 Clarification of Abnormally Low Tenders 25
5.6 Right to Confirm Suitability 26
6 INSTRUCTIONS FOR TENDERERS 27
6.1 Submission of Tenders 27
Accessing Documents 27
Submitting your Response 27
6.2 Closing date for Tenders 28
6.3 Queries 28
6.4 Extension of Tender Period 28
6.5 Tender Validity Period 29
6.6 Discrepancies between Documents 29
6.7 Formatting of Tenders / Amending Tender Documents 29
6.8 Collusive Tendering 29
6.9 Confidentiality 29
6.10 Clarification of Tenders 29
6.11 Correction of errors 30
6.12 Change in the composition of a Tenderer 30
6.13 Interference and Inducement to Purchase 30
6.14 Conflict of Interest 30
6.15 Publicity 31
6.16 Right Not to Award 31
6.17 Notification of Tender Evaluations 31
6.18 Award Notices 31
6.19 Policy on Personal Debriefings 31
6.20 Copyright 32
6.21 Brand Names, etc. 32
6.22 Environmental Aspects 32
6.23 Knowledge and Skills Transfer 32
6.24 Currency and Payments 32
6.25 Irish Legislation and Law 32
6.26 Anti-Competitive Conduct 32
6.27 Accessibility / Dignity at Work 32
6.28 Withholding Tax 33
6.29 Freedom of Information 33

6.30 Late Payment 33
6.31 Data Protection 33
6.32 Changes in Legislation 34
6.33 International Procurement Instrument-IPI 34
6.34 Responsibility of Successful Party 34
7 APPENDIX 1 – SINGLE PARTY FRAMEWORK TERMS AND CONDITIONS 35
8 APPENDIX 2 – SERVICES CONTRACT & TERMS AND CONDITIONS 36

ABOUT THE CONTRACTING AUTHORITY

The Contracting Authority

Dún Laoghaire-Rathdown County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

The Local Enterprise Office (LEO) is a section within the Local Authority that promotes businesses in the county and provides a range of supports to micro enterprises with 1-50 employees and people thinking of starting their own business. The main supports are training, mentoring, business networks and financial supports for certain types of eligible businesses.

Further information is available on our corporate website at www.dlrcoco.ie and on our Local Enterprise Office website at www.localenterprise.ie/dlr

Dún Laoghaire-Rathdown (the 'County') is one of four local authority areas in the Dublin region.

Dún Laoghaire-Rathdown (DLR) is located between the outer suburbs of Dublin City and the Dublin mountains; with its 17km of coastline, harbour, attractive towns and villages alongside communities where residents and visitors enjoy some of the best natural amenities in Ireland. It also has the benefit of unparalleled access to public transport, employment opportunities, leisure facilities, education, shopping and an attractive public realm. It is a smart, vibrant county; attractive, inclusive and accessible to all.

The County covers the electoral areas of Blackrock, Dundrum, Dún Laoghaire, Glencullen-Sandyford, Killiney-Shankill and Stillorgan. The County's vibrant community is focused across a number of villages, each with its own strong identity, such as Dalkey, Foxrock, Monkstown, Shankill, Sandyford and Stepaside. A new town, the biggest urban infrastructure in the country is being built at Cherrywood, which will have a population of 25,000 people.

Dún Laoghaire-Rathdown County Council provides and funds a broad range of services including Environment, Housing, Roads, Walking and Cycling routes, Parks and Playgrounds, Libraries, Sports facilities, Litter Control, Arts Centres, Enterprise units, Fire Services, Community infrastructure and financial supports. It also serves as a platform for local democracy with 40 Councillors spread across the six electoral areas, who each serve a five-year term. As the policy makers, Councillors exercise their authority through Reserved Functions. These functions include adoption of the County Development Plan, Corporate Plan, Annual Budget, including the setting of the commercial rate, and varying the Local Property Tax.

Our customers include over 233,000 residents in 78,600 households, businesses with over 95,000 employees, and those who visit our County either for recreation or work. The vision is a progressive, sustainable, inclusive and accessible county underpinned by a strong economy, and our mission is to work together to provide a quality public service.

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

1.1 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.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

1.2 Use of eTenders

Please note that information relating to this Call 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.

1.3 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 CFT and the TRD, the following documents form part of the tender documentation:

- Appendix 1 – Framework Agreement Terms and Conditions
- Appendix 2 – Contract Terms and Conditions
- 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.

1.4 Small and Medium Enterprise Participation

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

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

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

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

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

2 ABOUT THE FRAMEWORK AGREEMENT

2.1 Type of Framework

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

This competition relates to the establishment of a single-party framework with one economic operator.

2.2 Overview of Requirements under the Framework Agreement

2.2.1 The Scope of the Framework Agreement

The Local Enterprise Office in Dún Laoghaire-Rathdown County Council (Contracting Authority) is seeking a suitably experienced Network Coordinator to provide Network Coordination Services for Local Enterprise Office Dún Laoghaire-Rathdown's Enterprising Women Network.

2.2.2 The Scope of the Initial Call-Off Contract (if applicable)

The initial contract will be for a period of one (1) year. 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 number and duration of extensions will be by one (1) year, subject to a maximum of four (4) years.

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

2.2.3 Additional / Call-Off Contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Request for Tender. These are described in Section 3.

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	**Monday 2nd November 2026**
Closing date for Queries	**Monday 16th November 2026 at 17:00**
Closing date for Receipt of Tenders	**Monday 23rd November 2026 at 17:00**
Clarification / verification meetings (if anticipated)	If deemed necessary by the Contracting Authority, tenderers may be invited to attend a clarification/verification meeting with the Contracting Authority on either Wednesday, November 25th, Thursday, November 26th or

	Friday, November 27th. This meeting would take place via a video call, for approximately 1 hour.
Award decision	Monday 30th November 2026
Framework Agreement Commencement	Monday 14th December 2026

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

2.4 Numbers admitted to the Framework

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.

2.5 Duration of the Framework Agreement

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

The typical contract duration is four (4) years.

2.6 Estimated Value for the Framework Agreement

The indicative budget for the contract is expected to be in the region of twenty thousand euro (€20,000) per annum, excluding VAT, being eighty thousand euro (€80,000) excluding VAT over the lifetime of the framework. This indicative budget is inclusive of all Network Coordinator expenses, but exclusive of payments to any third-party suppliers e.g. speaker fees, venue fees etc. Any payments relating to venues will be paid directly by LEO DLR.

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 Awarding Contracts under the Framework Agreement

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

2.8 Right to tender outside of the 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 agreement for the procurement of any requirement without reference to the Framework Member. Admission to a framework agreement does not guarantee the award of any contract to any economic operator, nor does it give the Framework Member the right to be consulted in respect of, or tender for, any contract.

2.9 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 Section below in the Instructions to Tenderers of this document.

2.10 Contract Terms and Conditions

In addition, tenderers should review the Contract Terms and Conditions which will apply to each discrete assignment under the framework, as appended at the relevant Appendix.

2.11 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement the tenderer invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer to join the framework agreement as appropriate, at any time during the tender validity period.

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

If, following the award of any contract under this framework agreement during the tender validity period, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the framework to the next highest scoring tenderer.

3 Detailed Specification of Requirements

3.1 Scope of Requirement under the Framework Agreement – Initial Contract

The framework agreement will be established on foot of this tender competition / a competition for an initial call-off contract. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

The detailed specification of requirements is as follows:

Enterprising Women Network

Set up over 25 years ago, LEO DLR Enterprising Women Network is a network for female-run businesses and women working in senior positions within SMEs in the Dún Laoghaire-Rathdown area. It has been in operation since 1999 to provide support to female founders and women in business, giving them the opportunity to:

1. Get expert advice on business-related strategies from guest speakers
2. Exchange ideas and share experiences with other entrepreneurs
3. Avail of opportunities to build contacts, be promoted and win business
4. Keep informed about existing and new LEO DLR supports and those of other organisations e.g. Enterprise Ireland, Microfinance Ireland, Going for Growth, for further progression of client businesses.

The Network meets approximately seven times per annum, typically at in-person events, held within Dún Laoghaire-Rathdown (with the exception of National Women's Enterprise Day events, which may be held outside DLR).

The format (e.g. online or in-person format), theme, content, speakers and dates for Enterprising Women Network events are to be agreed between the successful Tenderer and the Contracting Authority. For illustration, the typical schedule of events per annum is as follows:

Meeting 1 - January (date TBC) – typically the January Meeting would focus on goal setting/strategy for the year ahead

Meeting 2 - March (date TBC) – The Network Members are invited to attend an annual International Women's Enterprise Day event which is led by DLR Chamber. While the Enterprising Women Network Coordinator is not required to be involved in the organisation of this event, they will be required to liaise with the organisers so that they can provide information, invite and coordinate the Enterprising Women Network members' attendance.

Meeting 3 - April/May (date TBC) – speaker/topic TBC

Meeting 4 - June/July (date TBC) – summer networking event (more informal event, e.g. BBQ or afternoon tea)

Meeting 5 – September (date TBC) – speaker/topic TBC

Meeting 6 – October (date TBC) – The Network Members are invited to attend a National Women's Enterprise Day (NWED) event, which is organised by the four Local Enterprise Offices in Dublin. Every four years, the organisation of NWED is led by LEO DLR. While the Enterprising Women Network Coordinator is not required to be involved in the organisation of this event, they will be required to liaise with the organisers so that they can provide

information, invite and coordinate the Enterprising Women Network members' attendance. The Network Coordinator is also expected to attend at least one NWED planning meeting (to offer feedback or suggestions to the organisers), to attend the NWED event annually and to offer event assistance on the day.

Meeting 7 – November/December (date TBC) – speaker/topic TBC

As the Enterprising Women Network celebrates its 30th anniversary in 2029, the successful Tenderer will be expected to organise a themed event to celebrate this milestone, at one of the Network events taking place that year.

In addition to the network meetings, there is an active Instagram account, Facebook page, LinkedIn Page, WhatsApp group and Mailchimp subscriber database. A TikTok account may be added during the contract period.

There are over 95 active and paid members. The average attendance at an Enterprising Women Networking event is between 30 and 50 members. There are over 470 subscribers of the Enterprising Women Network ezine, syndicated by the Network Coordinator through the Mailchimp platform. In addition, the Network Coordinator would typically manage over 60 emails from prospective members, annually.

The appointed Network Coordinator will be required to maintain an active engaged network, maintain efficient databases and carry out the relevant marketing activities to ensure good attendance, innovating as required to ensure the network meets client and LEO DLR's needs.

They will take sole responsibility for the coordination of the Enterprising Women Network in its entirety, to include all event management, project management and promotion around the network. This includes the following:

- Setting up meeting dates well in advance, ensuring venues and other suppliers (as required) are booked and liaising with the appropriate LEO DLR contact as required. (Please note that all payments relating to venues will be paid directly by LEO DLR).
- Selecting the appropriate theme, content and speaker for each meeting, ensuring that these are relevant, appealing to members and are of the highest possible standard.
- Attending and running each individual network meeting, coordinating the speaker, any other suppliers and encouraging and facilitating networking among the attendees.
- Managing the membership database and associated records, ensuring members fees are received promptly and managed professionally.
- Sourcing, recruiting and inviting new guests to the network as potential members, ensuring that they are encouraged and provided with opportunity to join the network.
- Managing all digital promotion, to include social media planning, content capture and publication, ensuring good engagement, together with issuing of frequent newsletters as is required to promote the network and its activities.
- Identifying profiling opportunities and capturing content to promote network members for publication across EWN channels and to share with appropriate contact for LEO DLR channels.
- Updating and improving information about EWN on the LEO DLR website, working with the appropriate LEO DLR contact.
- Carrying out of an evaluation following each event and providing details, together with attendance names and numbers to LEO DLR.
- Coordinating an annual survey of Network members.

- Evaluation of the network on an annual basis and providing a report to LEO DLR by year end, to assess if agreed targets have been met and to set targets for the following year (as per KPIs agreed at contract stage).
- Providing information to members and guests on the supports available from LEO DLR (such as funding, training and mentoring support) and other enterprise support agencies as appropriate.

Network Coordinator Profile

Essential requirements for the Network Coordinator:

- Must have a minimum of five years of proven track record in the management of networks/programmes of this type and provide evidence of same in the Tender Response Document.
- Must have proven experience in project management and event management, successfully running innovative, informative, productive and well attended events like those outlined in this document.
- Must have managed similar network databases to include; updating and actively managing database entries, increasing number of members to strengthen database, and provide query management.
- Must have proven experience in the evaluation of programmes and preparing reports.
- Must be proficient in the management of social media and digital platforms e.g. Facebook, Instagram, LinkedIn, TikTok, MailChimp and WhatsApp.

Desirable requirements for the Network Coordinator:

- Would ideally have an understanding of the topics and issues relevant to female entrepreneurs, early-stage promoters and small businesses looking to expand and have a proven ability in sourcing suitable speakers/trainers to address these issues

3.2 Details of Additional Contracts under the Framework Agreement

In addition to the initial contract, the framework agreement will also be used for the following types of contracts, which may arise under the framework agreement:

- Network coordination services for existing networks or new networks that may be established over the course of the framework agreement period, by the Contracting Authority

It should be noted that there is no guarantee of additional contracts.

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 framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance in adherence to an agreed Service Level Agreement and Key Performance Indicators (KPIs);
- 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 framework agreement, therefore, while all interested parties may submit a tender, only those tenders that are deemed valid and that meet all of the selection criteria listed below will be considered under the award criteria. 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 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 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

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 in order to meet criteria and / or deliver elements of the contract requirements on condition that they can prove to the satisfaction of the client that they will have these resources at their disposal when necessary.

Therefore, a tenderer may consist of a grouping of any number of economic operators[1]. Where a group come together in whatever form i.e. consortium, joint venture, subcontractors etc. to submit a Tender in response to this Request for Tender and regardless of the legal relationship between them, the Contracting Authority will deal with all matters relating to this competition through the entity (the "Lead Tenderer") who will carry overall responsibility for the performance of the contract only, if successful irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

The Lead Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel authorised to represent the tenderer and to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person (including from any subcontractor) will not be accepted or responded to.

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

- Identify in the TRD as the Lead Tenderer for the grouping with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made if successful.

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

- Identify in the TRD the relevant third parties upon whose capacity the Lead Tenderer is relying upon to meet selection criteria and / or deliver elements of the contract and identify the relevant criteria and elements of the contract.
- Ensure the TRD including all subsections are completed and submitted for all relevant third parties upon whom the Lead Tenderer is relying on to meet criteria and / or deliver elements of the contract if awarded.
- In all tenders, the Lead Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the TRD of the Lead Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified (e.g. 3 reference contracts) will be considered. Where relying on the experience of others, at least one of the references provided should include reference to their relevant experience.

Where the tenderer consists of a grouping of economic operators and the tenderer is subsequently successful at tender stage, the Contracting Authority may require the members of the tender grouping to enter into a formal arrangement that can support the provision of collateral warranties to the Contracting Authority for the group members' performance, etc. of the contract.

4.3 General, Legal and Financial Requirements

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

General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as the role of the framework and likely percentage of the value for each sub-contractor, information on sub-contractors 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. • Complete a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response will be accepted as evidence of compliance. • Complete the Declaration regarding the International Procurement Instrument (2022/1031) and article 5K of Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine. • The Contracting Authority may decide to examine tenders before verifying the absence of exclusion grounds in Regulation 57 of the regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria. However, notwithstanding anything contrary in this part, The Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any of the following for the purposes of verification of the status of the tenderer (including Prime Contractor and any Subcontractor). (i) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established. (ii) and information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same). • If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of

prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

- If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

Tax compliance, Financial Capacity and Insurances	
Tax compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Financial Capacity	(a) Confirmation that the tendering party **turnover exceeded € 40,000 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 the framework agreement / any contract. In the case of an applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead applicant. Where group members are relying on the lead applicant's financial capacity, self-declaration / evidence will only be required of the lead.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million* • Public Liability - €6.5 million • Professional Indemnity - € 1 million *Employer's Liability Insurance is not required by Tenderers that are sole traders with no employees.

4.4 Technical Capacity Requirements

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

Previous Contracts / Experience

Tenderers must provide information clearly demonstrating **successful delivery of three (3) instances of previous comparable experience/projects,** involving the features as defined in the TRD. These references should be within **the last four (4) years**. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and to demonstrate the Tenderer's skills, efficiency, experience and reliability in the relevant areas of expertise.

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

Note #2: 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.

Note #3: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects must be from the 3rd party identified in the TRD.

Note #4: Tenderers will note that they are to **provide contact details for referees for each reference project.** The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only. Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Personnel and Skills

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.

Skillset Required	**Minimum Number**
A) Project management and event management	One skilled person (can be a shared role with the skilled person outlined in B) below)

B) Digital promotion to include social media management	One skilled person (can be a shared role with skilled person outlined in A) above)
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.	

5 AWARD CRITERIA

Only tenders that 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. Tenderers should note that the qualitative award criteria are assessed first.

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

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks Required**
	25%	2,500	1,250
Title	Methodology for Coordination of the Enterprising Women Network		
Description	Tenderers should complete **Section 9** of the Tender Response Document, describing in detail how they intend to deliver Coordination services, as per the detailed specification in Section 3.1 of the Call for Tender. Tenderers must comprehensively demonstrate their proposed methodology for Coordination of the Local Enterprise Office Dún Laoghaire-Rathdown Enterprising Women Network. The more robust the Contracting Authority considers the methodology to be, the higher the response is likely to score. **In the Response to Tender document, tenderers must limit their response to this award criterion to 6 x A4 pages.**		

Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks**
	40%	4,000	2,000
Title	Quality and Experience of Resources Proposed		
Description	Tenderers should complete **Section 9** of the Tender Response Document describing the skillsets and experience for any resource proposed. Tenderers shall submit a team organisation chart identifying the team lead and, if relevant, the team members proposed to coordinate the Local Enterprise Office Dún Laoghaire-Rathdown Enterprising Women Network, together with a CV or a professional biography (not to exceed two (2) A4 pages and using the format in the Tender Response Document) for each		

	identified member. The CV or a professional biography must provide evidence of the skills outlined in Section 3.1 of the Call for Tender. The Contracting Authority will be assessing the quality of the resource(s) proposed (both in terms of skills and in terms of coverage of the service requirements) and their experience. Tenderers who can demonstrate greater relevant experience to services sought and quality are likely to score higher.

Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks**
	5%	500	300
Title	Efforts to reduce the Environmental Impact of the project.		
Description	Tenderers should complete **Section 9** of the Tender Response Document. Tenderers' responses must, at a minimum, address how they intend to ensure that the environmental impact of the project remains as low as is reasonably possible, include proposals in relation to how they can reduce their carbon footprint in the delivery of the contract without compromising the overall level of service.		

Criterion D	**Weighting**	**Maximum Marks**	**Minimum Marks**
	30%	3,000	N/A
Title	Fixed costs, ex VAT		
Description	Tenderers should complete **Section 10** 'Form of Tender – Services – Cost Criterion' of the Tender Response Document. Costs quoted must be fixed as maximum rates for the duration of this Framework Agreement, which is up to four (4) years. The costs quoted must be inclusive of all Network Coordinator expenses, but exclusive of payments to any third-party suppliers e.g. speaker fees, venue fees etc. Any payments relating to venues will be paid directly by LEO DLR.		

NOTE 1: Tenderers should ensure in their tender submission 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.

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**
Maximum Marks available for Cost	**B**
Cost for the tender being evaluated	**C**
Formula employed	$\frac{A \times B}{C}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Scoring Band	Description
1 **(90% - 100%)**	An **excellent** response that fully meets requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
2 **(80% - 89%)**	A **very good** response demonstrating very good understanding offering assurance that the Tenderer will deliver on the Contracting Authority's requirements to a very good standard.
3 **(60% - 79%)**	A **good** response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
4 **(40% - 59%)**	A **satisfactory** response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
5 **(20% - 39%)**	A **poor** response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a significant risk that the delivery of the Contracting Authority's requirements will not be successful.

6 **(1% – 19%)**	A **very poor** response where limited information was provided and serious reservations exist. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws, is seriously inadequate or seriously lacks credibility with a high risk of non-delivery of the Contracting Authority's requirements.
7 **(0%)**	No response or response completely fails to address the criterion under consideration.
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 operator with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the economic operator 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 tender 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

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 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 establishment of the framework and the award of any contract.

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders 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, fax, 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 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 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

Accessing Documents

It is important to note that you must **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

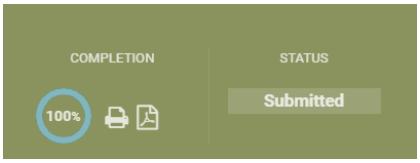
(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu

(e) Complete the “Association with the CfT” tab.

(f) This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Response

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



If you do not receive a message similar to above and a confirmation email, 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.

6.2 Closing date for Tenders

The closing date for tender submission	**Monday 23rd November 2026 at 17:00**

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	**Monday 16th November 2026 at 17:00**

All queries regarding this tender should be submitted 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.

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.

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.

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:

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

6.18 Award Notices

Following the conclusion of the framework, 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

Unless otherwise agreed, 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/contractors 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 Payments

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 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 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 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.

6.32 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.

6.33 International Procurement Instrument-IPI

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

6.34 Responsibility of Successful Party

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

7 APPENDIX 1 – SINGLE PARTY FRAMEWORK TERMS AND CONDITIONS

Attached separately as a PDF document '**APPENDIX 1 - SAMPLE Single Party Framework Terms & Conditions**'.

8 APPENDIX 2 – SERVICES CONTRACT & TERMS AND CONDITIONS

Attached separately as a PDF document '**APPENDIX 2 - SAMPLE Services Contract and Terms and Conditions**'.