Comhairle Cathrach Bhaile Átha Cliath
Dublin City Council

# OPEN PROCEDURE

# REQUEST FOR TENDER

# MULTI-OPERATOR FRAMEWORK AGREEMENT

| | |
|---|---|
| **Anticipated Number in Framework** | **3** |
| **Scope of Framework** | |
| **Dublin City Council wishes to establish a multi-party framework agreement for the provision of electrical wholesale goods and equipment** | |
| **Procedure** | |
| **Open Procedure** | |
| **Key Dates** | |
| **Issue Date** | **Wednesday 11 November 2026** |
| **Closing Date for Queries** | **Tuesday 1 December 2026** at **12.00 noon** (Irish time) |
| **Closing Date for Tender Submissions** | **Tuesday 15 December 2026** at **12 noon** (Irish time) |
| **Contact for Queries** | |
| **Via www.etenders.gov.ie only** | |
| **Format for submission of tenders – use the Tender Response Document** | |
| **Via www.etenders.gov.ie only** | |
| **Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal *www.etenders.gov.ie*. Registration is free of charge and there is no charge for documents. Suppliers are advised to check the Messaging box for broadcast messages and tender clarifications from the Contracting Authority which might have issued prior to the date that Supplier associated itself / expressed an interest in the CfT.** | |

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

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

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# 1. ABOUT THE AWARDING AUTHORITY

## 1.1 The Contracting Authority

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

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

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

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

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

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

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

Dublin City Council's Public Lighting & Electrical Services is the designated authority for the design, installation and maintenance of public lighting and electrical installations within the Dublin City Council administrative area. The service manages a portfolio of approximately 47,000 public lighting units (providing around 1,200 km of linear roadway lighting), electrical services to over 30,000 residential dwellings, and electrical installations across more than 300 public buildings.

## 1.2 Small and Medium Enterprise Participation

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

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

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

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

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

# 2. SCOPE OF THE FRAMEWORK AGREEMENT

## 2.1 Type of Framework

This competition relates to a

| **Multi-Operator Framework** |
| --- |
| The Framework Agreement will be established with three (3) economic operators. Thereafter contracts will be awarded in accordance with the rules contained herein. |

## 2.2 Scope of Requirements under the Framework

| **Brief Description of Initial Contract** |
| --- |
| The initial contract shall be for a period of two (2) years. Subject to compliance with the contract and Framework Agreement terms and conditions, Dublin City Council may, at its sole discretion, extend the contract for up to two (2) additional periods of one (1) year each. |
| **Details of additional contracts under the Framework** |
| Please refer to Section 3.4 Awarding contracts under the framework agreement. |

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.

## 2.3 Detailed Specification of Requirements

### *2.3.1 Scope of Framework*

The Framework Agreement covers the supply and delivery of Electrical Goods and Equipment, including (but not limited to): Public Lighting lanterns, cables and wires; cable accessories (including joint kits, ties, tray and supports); conduit and trunking; connectors and terminals; fuses and fusegear; circuit breakers and protective devices; power switches and isolators; wiring accessories (including socket outlets, switches, cooker and immersion switches); lamps and control gear (including ballasts/ignitors where applicable); light fittings and associated components; enclosures; control equipment; batteries; domestic fire detection and alarm devices (smoke, heat and carbon monoxide alarms and accessories); proprietary spare parts required for repair and maintenance of equipment; and electrical machines and appliances as listed in the Pricing Schedule. All items supplied under this Framework must be new, unused,

fit for purpose, and supplied with the required documentation (e.g., instructions, datasheets and warranties) where applicable.

### *2.3.2) Quantities / No Commitment*

No guarantee can be given as to the total quantity of any item to be ordered under the Framework Agreement. Historical usage is provided in the Pricing Schedule for information purposes only and does not constitute a commitment to purchase.

### *2.3.3) Standards / Certification*

All equipment must comply with the relevant Irish Standard Specification where applicable and must bear the Irish Standard Mark were certified under the NSAI Irish Standard Mark Licensing Scheme. Where an Irish Standard Mark is not available or not applicable, equipment must be certified to an International Standard or a National Standard of another EU Member State providing an equivalent level of safety and suitability. Tenderers must, upon request, provide documentary evidence of compliance (e.g., certification, declarations of conformity, test reports, or equivalent).

### *2.3.4) Delivery / Turnaround Times (Service Level)*

Tenderers must deliver Frequent Items within the next business day and all other Stock Items within a maximum of three (3) working days from receipt of a valid Dublin City Council Purchase Order, unless otherwise agreed in writing by Dublin City Council.

For the purposes of this Framework:

- **"Frequent Items"** means items which are frequently or regularly ordered by Dublin City Council.
- **"Stock Items"** means items held in stock by the Supplier and available for dispatch within the stated lead times.

The Supplier must record and report delivery performance as per Clause 2.3.14.

Dublin City Council may identify Frequent Items during the term of the contract based on operational requirements and ordering patterns. Lead times for non-stock or special-order items must be notified to Dublin City Council and agreed prior to order.

### *2.3.5) Specification Outline / "or equivalent*

For the purposes of the Pricing Schedule, items may be specified in one of the following ways:

- **Generic Specification Item** – an item specified by reference to technical, performance and/or standards requirements. The Supplier may provide any product which meets or exceeds the stated requirements.
- **Compatibility Item** – an item which must be compatible or interoperable with existing Dublin City Council equipment or installations. Any product supplied must satisfy the stated compatibility requirements.
- **Specified Product** – an item where a particular manufacturer, brand and/or model is expressly required. The Supplier must supply the product specified. Where a generic alternative is acceptable, this will be included separately in the Pricing Schedule as a separate item with its own specification.

Except where an item is expressly identified in the Pricing Schedule as a Specified Product, where reference is made to a particular standard, make, source, process, trademark, type, patent, manufacturer, brand, model or product reference, such reference shall be understood as including “or equivalent”.

Where an equivalent product is permitted, the Tenderer must be able to demonstrate, on request, that the proposed product meets the stated technical, performance, safety, quality, standards and, where applicable, compatibility requirements.

The applicable requirement for each item shall be determined by reference to the item description and specification in the Pricing Schedule and associated tender documents.

### *2.3.6) Specification Changes and Substitutions*

Any changes to the specification of items required by the Council during the term of the Framework will be notified to the Supplier and must only be supplied subject to prior written agreement on price, specification and delivery times.

Goods supplied under the Framework must comply with the applicable requirements identified in the Pricing Schedule and associated tender documents.

No substitution of a Specified Product, Compatibility Item or any other product previously approved by Dublin City Council may be made without the prior written approval of Dublin City Council.

Where a substitution is proposed, the Supplier must provide sufficient information to demonstrate that the proposed product satisfies the applicable requirements, including, where relevant, product datasheets, certifications, declarations of conformity, technical specifications, compatibility information and confirmation of compliance with relevant standards and safety requirements.

Any approval granted by Dublin City Council will be specific to the item and proposed substitution concerned and must not be treated as a general approval for future substitutions.

Any unauthorised substitution will be treated as a non-conforming supply, may be rejected by Dublin City Council, and must be collected and replaced by the Supplier at no additional cost to Dublin City Council, including delivery and collection costs, without prejudice to any other rights or remedies available under the Framework.

### *2.3.7) Compliance with Specification*

Tenderers must comply with all aspects of the specification. Tenderers who fail to meet mandatory minimum requirements may be eliminated from the competition.
Where the RFT identifies requirements as mandatory minimum requirements (including service levels, delivery commitments, reporting requirements, and substitution controls), failure to commit to and demonstrate compliance may result in elimination.

For the avoidance of doubt, item-level pricing and compliance declarations in Appendix A are subject to the specific eligibility and evaluation rules set out under the Cost Criterion in Section 5.

### *2.3.8) Proposal Requirements*

Tenderers must provide the proposals required under Section 5 – Award Criteria.

The Operational Proposal must address the Tenderer's proposed arrangements for the day-to-day operation of the Framework, including order processing, supply and delivery, stock availability, backorders, delivery controls, returns, replacements, warranty and after-sales support, product compliance and substitution controls.

The Contract Management Proposal must address the Tenderer's proposed arrangements for managing the Framework throughout the contract term, including contract management structure, performance monitoring and reporting, communications, user support, issue resolution, escalation and ongoing service support.

The Mobilisation and Continuity of Supply Proposal must address the Tenderer's proposed arrangements for mobilisation, stock readiness, continuity of supply, DCC item-code and product mapping, contingency arrangements, transition risks and end-of-contract handover.

Tenderers must ensure that their responses are consistent with the requirements set out elsewhere in this RFT and provide sufficient information to allow the proposals to be evaluated in accordance with Section 5.

### *2.3.9) Order Quantities / No Minimum / Split Packs*

Without prejudice or commitment to purchase, unspecified quantities may be ordered during the Framework term. Orders may be placed in varying quantities. The successful tenderer(s) must provide flexibility in the distribution of small quantities below pack size where necessary. Tenderers must confirm that they will not operate a minimum order quantity and will facilitate all quantities requested, delivering to any Dublin City Council location.

Where split packs are provided, items must be supplied in a safe and suitable manner (e.g., appropriately packaged and labelled) to prevent damage or misidentification.

### *2.3.10) Delivery Locations / Charges*

Dublin City Council operates from various locations across Dublin. Delivery locations may vary during the Framework term at the Council's discretion. Tenderers must deliver goods to the specified location at no additional charge, other than what is included in the tendered prices. North City Operational Depot (Ballymun), is the main delivery destination.

No delivery, fuel, handling or "small order" surcharge shall apply unless explicitly tendered and accepted in the Pricing Schedule.

Large or bulk deliveries to Dublin City Council NCOD stores in Ballymun must be arranged with the relevant Dublin City Council contact at least one (1) week in advance.

These arrangements apply to large or bulk deliveries only and do not alter the standard delivery lead times applicable to normal orders unless otherwise agreed in writing by Dublin City Council.

Unless otherwise agreed, large or bulk deliveries will be accepted Monday to Thursday during the following delivery windows:

- 10:00 to 12:30; and
- 13:45 to 15:15.

### *2.3.11) Shelf Life*

Where items have a stated shelf life, suppliers shall provide items at the beginning of their shelf life so as to provide the Council with the maximum practical term of use. Where requested, suppliers must provide batch/lot information and expiry dates.

### *2.3.12) Financial Arrangements / Payments*

All quotations and payments must be in Euro. Payment will be made on foot of invoices after delivery and inspection. Suppliers must accept payment via Electronic Funds Transfer (EFT) and shall provide bank account details within one (1) week of contract signing. Payments will be made in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The Council reserves the right to introduce alternative payment methods during the contract term.

Invoices must reference the applicable purchase order number(s) and provide sufficient line-level detail to enable reconciliation with the order and delivery documentation.

### *2.3.13) Samples*

Tenderers may be required to supply samples of items proposed for supply under this Framework. Fitness for purpose of products supplied will be managed as part of contract management post award. Where samples are requested, the Council will advise the Tenderer of the items required and the timeframe for submission.

Failure to provide requested samples within the stated timeframe will result in the tender being deemed non-compliant.

### *2.3.14) Management Information and Reporting*

The Supplier must provide a monthly Management Information System (MIS) report to Dublin City Council in an electronic format specified by the Council (Excel and/or CSV). The report must be submitted no later than five (5) working days after month-end (or such other period as agreed in writing).

As a minimum, the MIS report shall include, at line-item level, the following information:

- Purchase Order number
- Order date
- Promised date
- Delivery location
- Item description
- Supplier SKU and Manufacturer Part Number (where applicable)
- Quantity ordered and quantity supplied
- Unit price and line total (net of VAT)
- Delivery date
- Backorder status / lead-time (if applicable)

- Substitution status (including confirmation of prior written approval by the Council)
- Invoice reference and invoice date
- Credit note reference (where applicable)

The Supplier must ensure the MIS data is complete, accurate, and reconcilable to delivery documentation and invoices.

The required MIS structure and template will be specified by the Contracting Authority. The Contracting Authority may amend the MIS requirements during the term of the contract and the Supplier shall implement such changes within a reasonable period as directed.

Failure to provide the MIS report in the required format and within the required timeframe will be treated as a performance issue for contract management purposes.

## 2.4 Contract Management

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

- Overall responsibility for a good working relationship with the Contracting Authority;
- Nominate a Deputy Contract Manager to ensure continuity of service, decision-making and information flow during any absence of the Contract Manager.
- Provide periodic performance reports and participate in performance reviews as required by the Contracting Authority.
- Monitor supplier performance and ensure that the management information and reporting requirements set out in Section 2.3.14 – Management Information and Reporting are provided in accordance with the specified requirements and timescales.
- Attend contract review meetings once per month for the first year to review and examine performance (as set out in Section 3.10 Review of Supplier Performance). Meeting frequency after the first year shall be at the discretion of the Contracting Authority.
- Deal with disputes, complaints or concerns that cannot be adequately resolved at operational level. A formal escalation process shall apply as follows (unless otherwise directed by the Contracting Authority):
  - Stage 1: Contract Manager to respond within one (1) working day;
  - Stage 2: Escalation to senior management within two (2) working days;
  - Stage 3: Contracting Authority review meeting and agreed corrective actions within five (5) working days.

This escalation process shall not prejudice the Contracting Authority's contractual rights and remedies.

- Proactively identify and propose opportunities to improve service delivery efficiency and achieve value for money, including substitution avoidance, product rationalisation and cost-saving proposals, subject to the Contracting Authority's approval.

- Ensure that delivery timelines, product quality, compliance with relevant standards, and all legal, administrative and contractual obligations under this contract are consistently met and evidenced on request.

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

## 2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

| | |
|---|---|
| **Issue RFT** | Wednesday 11 November 2026 |
| **Closing date for Queries** | **Tuesday 1 December 2026** at **12.00 noon** (Irish time) |
| **Closing date for Receipt of Tenders** | **Tuesday 15 December 2026** at **12.00 noon** (Irish time) |
| **Clarification/verification meetings (if anticipated)** | As per etenders notice |
| **Award decision** | As per etenders notice |
| **Framework Agreement Commencement** | As per etenders notice |

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

# 3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

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

## 3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-operator framework agreement with three [3] operators, subject to that number meeting the minimum criteria and rules.

## 3.2 Duration of the Framework Agreement

The framework agreement will be for a 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.

## 3.3 Estimated Value of the Framework Agreement

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

Nine Million (€9,000,000) excluding VAT.

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

## 3.4 Awarding Contracts under the Framework Agreement

In the case of a multi-operator framework agreement contracts may be awarded as follows:

The initial contract will be awarded to the highest-ranked Framework Member arising from the original Framework competition.

(a) Mini-Competitions

Mini-competitions may, at the Contracting Authority's discretion, be used to refresh pricing and (where applicable) re-rank Framework Members at the end of the initial contract term and at the end of each subsequent contract term. On each occasion, a Supplementary Request for Tender will be issued detailing the scope of requirements, the award criteria, a closing date and time and the methodology for submission of responses.

AND/OR

(b) Use of Cascade Method

During each contract term, requirement will be offered in the first instance to the highest ranked Framework Member. Where that Framework Member is not in a position to deliver the requirements due to availability, capacity constraints, conflict of interest or other material inability to perform or where another cascade trigger set out in this section applies, the Contracting Authority may proceed to the next ranked Framework Member, moving in ranked order until the requirement is awarded.

The highest ranked Framework Member shall confirm in writing within seventy-two (72) hours (or three (3) working days, whichever is sooner) of request whether it can fulfil the requirement; failure to confirm within this period shall be deemed an inability to perform for the purposes of the cascade method.

For the avoidance of doubt, the 72-hour confirmation requirement relates to acceptance and capability only and does not vary the delivery lead times, which apply from the date and time of receipt of a valid order unless otherwise agreed in writing.

Circumstances in which Mini-Competition and/or Cascade Method may be used

Contracts under the Framework Agreement will be awarded using the methods described above as follows:

1. Additional / Non-Basket Goods:

Where an additional list of items is required that are not included in the original Pricing Schedule, the Contracting Authority will request a quotation from the highest ranked Framework Member. Where the Framework Member cannot supply the item(s) within the required timeframe or on acceptable terms, including where the proposed price does not represent value for money, the Contracting Authority will request a quotation from the next ranked Framework Member. Where agreed in writing, such items may be added to the Pricing Schedule for the remainder of the contract term.

2. Re-ranking at the end of a contract term (Mini-Competition):

At the end of the initial contract term and/or at the end of any subsequent contract term, the Contracting Authority may, at its discretion, invite Framework Members to revise and resubmit prices by way of mini-competition and may re-rank Framework Members following evaluation for the next contract term.

Where the Contracting Authority is satisfied with the performance and operation of the existing highest ranked Framework Member, it may elect to continue the existing contract arrangements without conducting a mini-competition or re-ranking exercise.

For the avoidance of doubt, where an existing contract is extended in accordance with Section 2.2, no cascade procedure, mini-competition or re-ranking exercise is required solely by reason of that extension.

3. Performance or Availability Issues (Cascade):

The Contracting Authority may bypass the highest ranked Framework Member and move to the next ranked Framework Member where the highest ranked Framework Member:

- cannot meet the required delivery lead times for the specific requirement; and/or
- cannot supply the specified items within the required timeframe; and/or
- is experiencing persistent service or performance issues (e.g. repeated late delivery, repeated backorders, substitution breaches, or failure to provide required MIS); and/or
- proposes pricing for Non-Basket Goods which, following reasonable verification or benchmarking, the Contracting Authority considers does not represent value for money; and/or

- has a conflict of interest; and/or
- fails to confirm acceptance and ability to fulfil the requirement in accordance with the 72-hour confirmation requirement set out above.

The Contracting Authority will determine the applicable award method for any requirement in accordance with the rules set out in this Section and the Framework Agreement, without prejudice to any other rights available to the Contracting Authority under the Framework Agreement.

## 3.5 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member[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.

## 3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions in Appendix B.

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

In addition to the Framework Terms and Conditions, Tenderers are required to read the General Terms and Conditions for Supplies 2017 and indicate their acceptance thereof as part of their tender submission.

## 3.7 Award to Runner Up

If, following the award of any contract under this Framework Agreement, a Framework Member is unable to perform the required supplies to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award the requirement to the next highest-ranked Framework Member in accordance with the cascade provisions set out in Section 3.4.

For the purposes of this section, "unable to perform" includes, but is not limited to, circumstances where the Framework Member:

- fails to confirm acceptance and ability to fulfil the requirement within the period specified by the Contracting Authority; and/or
- cannot meet the required delivery lead times; and/or
- cannot supply the specified items within the required timeframe; and/or
- is subject to persistent performance issues (including repeated late delivery, backorders, unauthorised substitutions, or failure to provide required management information reporting); and/or
- has a conflict of interest; and/or
- is otherwise materially unable to perform the requirement.

The exercise of this right will be without prejudice to any other rights or remedies available to the Contracting Authority under the Framework Agreement or at law.

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 award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period of twelve (12) months.

For the avoidance of doubt, following establishment of the Framework, any reference in this section to the “next highest-ranked tenderer” shall mean the next highest-ranked Framework Member. This right may be exercised throughout the Framework Period where the relevant Framework Member is unable to perform the requirement in whole or in part, and the Contracting Authority may proceed to the next highest-ranked Framework Member where required to maintain continuity of supply.

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful Tenderer, the Contracting Authority reserves the right to award the initial contract to the Framework Member with the next highest score based on the original competition, subject to that Framework Member continuing to meet the applicable requirements of the Framework Agreement at any time during the tender validity period

.

## 3.8 Pricing

Prices quoted shall remain firm for the initial twelve (12) months from the Commencement Date.

No separate delivery, fuel, handling or “small order” surcharge shall apply unless expressly permitted by this RFT and included in the Tendered Unit Prices in the Pricing Schedule.

All prices, quotations and charges shall be expressed in Euro (€) and shall be inclusive of all costs associated with fulfilling the Framework requirements, including packaging, packing, loading, unloading, carriage, insurance, administration, delivery to Dublin City Council locations and contract management, unless otherwise expressly stated in the RFT

Where quotations are provided for Non-Basket Goods, such quotations shall remain valid for the period specified by the Contracting Authority (or, if not specified, for a minimum of thirty (30) days) and shall be provided in Euro (€).

The Contracting Authority may verify or benchmark quotations for Non-Basket Goods against relevant market information, including published prices, previous purchase prices, alternative suppliers or other available market information, and shall not be obliged to purchase an item where the proposed price does not represent value for money.

Thereafter, prices may be reviewed no more than once in any twelve (12) month period and only by prior written agreement with the Contracting Authority. Any agreed increase shall not apply retrospectively and shall be capped at the positive percentage change in the All Items Consumer Price Index (CPI) published by the Central Statistics Office, calculated by reference to the most recently available index at the date of the request compared with the corresponding index twelve (12) months previously. Where the applicable percentage change is zero or negative, no price increase shall apply.

All prices quoted must be inclusive of all charges as set out above and any duties, taxes or levies other than VAT.

All prices quoted to be exclusive of VAT.

The valid tender with the lowest Total Evaluated Core Basket Cost, having satisfied the applicable qualitative minimum requirements, will receive the maximum score available under Criterion D – Cost. The methodology for calculating Ultimate Cost Score is outlined in Section 5.1.

## 3.9 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs incurred in the preceding month. All official invoices must quote a Dublin City Council purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier unpaid. Invoices must be itemised and include sufficient line-level detail to enable reconciliation with the relevant purchase order(s) and delivery documentation. Invoices must also be presented in the monthly Management Information Report, including the status of payment, delivery docket reference number(s), and any other supporting documentation reasonably required. No surcharges, handling fees or delivery charges will be accepted unless expressly provided for in the tendered rates or agreed in writing in advance.

Detailed invoicing arrangements will be agreed with the successful tenderer.

## 3.10 Review of Supplier Performance

The successful tenderer will be appointed for a probationary period of six (6) months, during that time the supplier will be assessed based on various relevant criteria. At the end of the six (6)months probationary period, the contract will either be allowed to continue if performance has been satisfactory, or terminated if it has not and supplier shortcomings cannot be addressed.

In the event that the contract is continued, the contract will be subject to a further official review every three (3) months thereafter and will only be continued subject to satisfactory performance. In the event that the contract is terminated Dublin City Council reserves the right to revert to the tenderer who finished in second place (depending on said tenderer demonstrating continued compliance with all stated evaluation criteria) in this competition.

Supplier performance will however be continually monitored over the term of the contract. Reliability, product quality, cost competitiveness for non-stock items, management information reporting, turnaround times and compliance with Framework requirements will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

On expiry or termination of the Framework or any contract awarded under it, the successful tenderer must provide reasonable cooperation and assistance to Dublin City Council to facilitate an orderly transition to a replacement supplier or alternative arrangement and to minimise disruption to Council services. This must include, where applicable, cooperation in relation to outstanding orders, backorders, returns, credits, warranty matters and the provision of relevant contract, product, item and reporting information.

## 3.11 Termination of Framework / Contract

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

# 4. SELECTION CRITERIA

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

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

## 4.1 Relying on the Standing of Other Entities

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

Please refer to section 1.2 for further details.

## 4.2 General, Legal and Financial Requirements

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

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

| Declarations |
|---|
| Tenderers must complete, sign and date the Declaration relating to the following contained in the Tender Response Document. This must be completed by each group member.<br><br>Tenderers may be excluded from participation based on the responses made in the Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant Tenderer under each heading.<br><br>• Declaration of Bona Fides as per Article 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016.<br>• Declaration regarding compliance with relevant Statutory Obligations. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.<br>• Article 5k Declaration regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine. |

| Financial | |
|---|---|
| **Tax** | Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners. |
| **Turnover** | Confirmation that the tendering party turnover exceeded €2,000,000 (Two Million euro 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. |
| **Insurance** | Confirmation of the following insurances being in place:<br><br>• Employer's Liability - €13 million<br>• Public Liability - €6.5 million<br>• Product Liability - €6.5 million<br>• Professional Indemnity - €N/A<br>• Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination) - €N/A<br>• Cyber Liability - €N/A<br><br>**Insurances provided by vendors must be authorised for this jurisdiction.** |

## 4.3 Technical Capacity Requirements

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

| **Manpower Levels** | |
|---|---|
| Tenderers are required to demonstrate that they have the technical and professional capacity necessary to perform the Framework requirements. The criteria set out in this Section will be assessed on a **Pass/Fail basis**. Failure to satisfy any mandatory minimum requirement will result in the Tender being considered inadmissible. | |
| **Skillset Required** | **Minimum Requirement** |
| Tenderers must confirm that they have sufficient staffing resources available to support the requirements of the Framework for its duration.<br><br>Tenderers must nominate:<br><br>• a Contract Manager with responsibility for the Framework; and<br>• a Deputy Contract Manager to provide cover in the absence of the Contract Manager.<br><br>Tenderers must also confirm that arrangements are in place to maintain continuity of service during annual leave, sickness, peak demand and other staff absences.<br><br>Supporting information regarding staffing resources and continuity arrangements must be provided promptly on request.<br><br>Please complete Section 2.6 of the Tender Response Document. | Pass: All required confirmations are answered Yes and both the Contract Manager and Deputy Contract Manager are nominated.<br><br>Fail: A No response is provided to any required confirmation, any required confirmation is left unanswered, or either the Contract Manager or Deputy Contract Manager is not nominated. |
| **Technical Resources** | |
| Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD. | |
| **Technical Resource Required** | **Minimum Requirement** |

| | |
|---|---|
| Tenderers must confirm that they have, and will maintain for the duration of the Framework, the technical resources and operational capability necessary to meet the Framework requirements, including:<br><br>• ordering and order-tracking systems, including order acknowledgement and backorder management;<br>• stockholding, warehousing and picking/packing capability;<br>• delivery and logistics capability sufficient to meet the required service levels, including delivery to multiple Dublin City Council locations;<br>• delivery controls, including proof of delivery and procedures for failed, short, incorrect, damaged or partial deliveries;<br>• product traceability and returns/credit controls, where applicable; and<br>• appropriate motor insurance and goods-in-transit insurance to support delivery operations.<br><br>Supporting information in respect of these technical resources must be provided promptly on request.<br><br>Please complete Section 2.7 of the Tender Response Document. | Pass: All required Yes/No confirmations are answered Yes.<br><br>Fail: A No response is provided to any required confirmation, or any required confirmation is left unanswered. |
| **Previous Contracts/Experience** | |
| Tenderers must provide information clearly demonstrating successful delivery of three (3) previous comparable contracts/experience, involving the following features: | |
| [<br>The contract examples provided must be comparable in nature (i.e. supply of electrical goods and equipment). At a minimum, one example must demonstrate a similar level of annual volume and operational complexity (e.g. breadth of product range, delivery frequency, multi-site delivery, service levels and reporting requirements) to that required under this Framework. Please complete section 2.8 of the TRD. | |
| **Health & Safety** | |
| Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. | |

| |
|---|
| Please complete the TRD. Evidence of compliance will be required as condition of contract award. |

| **Quality Assurance** | |
|---|---|
| **Quality Assurance Required** | **Minimum Requirement** |
| Tenderers must confirm that they have a documented Quality Management System (QMS) in place, either in-house or certified to a recognised standard (e.g. ISO 9001 or equivalent), applicable to the supply, storage, picking/packing and delivery of the Goods.<br><br>Tenderers must confirm that procedures are in place for goods-in checks, verification against specification, handling of non-conforming goods, and a returns/credits process. **Supporting evidence must be available on request.**<br><br>Please complete section 2.10 of the TRD. | Tenderers must confirm that they have a documented Quality Management System in place, either in-house or certified to a recognised standard such as ISO 9001 or equivalent, and that it includes procedures for:<br><br>• goods-in checks;<br>• verification against specification;<br>• management of non-conforming goods; and<br>• returns and credits.<br><br>**Pass:** All required confirmations are provided.<br><br>**Fail:** One or more of the required confirmations are not provided. |

| **Business Continuity** | |
|---|---|
| **Business Continuity Required** | **Minimum Requirement** |
| Tenderers must confirm that they have a documented Business Continuity Plan (BCP) covering continuity of ordering, picking/packing, transport/delivery, IT systems and key personnel for the duration of the Framework.<br><br>Tenderers must confirm that the BCP is tested at least annually (or following any material change) and that test outcomes and corrective actions are recorded and available on request.<br><br>Please complete section 2.11 of the TRD. | Tenderers must confirm that they have a documented Business Continuity Plan covering:<br><br>• ordering;<br>• picking/packing;<br>• transport/delivery;<br>• IT systems; and<br>• key personnel.<br><br>The BCP must be tested at least annually, or following any material change, with test outcomes and corrective actions recorded and available on request.<br><br>**Pass:** documented BCP confirmed, all required areas covered, and testing/recording arrangements confirmed.<br>**Fail:** any of the above is not confirmed. |

## 5. AWARD CRITERIA

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

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

| Criterion A | Weighting | Maximum Marks | Minimum Marks Required – 50% |
|---|---|---|---|
| | 20% | 2,000 | 1,000 |
| **Title** | **Operational Proposal** | | |
| **Description** | The Tenderer must provide a clear and practical description of its proposed approach to the day-to-day operation of the Framework and the supply and delivery of goods to Dublin City Council.<br><br>The response must include how orders will be received, acknowledged, processed, picked, packed and delivered; how stock availability, frequently ordered items, backorders, lead times, urgent requirements and continuity of supply will be managed; and how delivery controls, including proof of delivery and short, incorrect, damaged, failed or partial deliveries, will be managed.<br><br>The response must also include the Tenderer's proposed arrangements for returns, replacements, credits, warranty claims, defective goods, technical queries and after-sales support, including response and escalation arrangements.<br><br>The response must explain how the Tenderer will ensure that goods supplied comply with Dublin City Council specifications and applicable compatibility requirements, and how proposed substitutions or product changes will be controlled in accordance with the Framework requirements.<br><br>Tenderers should provide clear and measurable service commitments where appropriate and demonstrate how a reliable, responsive and consistent operational service will be achieved and maintained throughout the Framework term.<br><br>Marks will be awarded having regard to the overall quality, clarity, practicality and robustness of the proposed operational arrangements and the extent to which the response provides confidence that the required service levels will be achieved and maintained.<br><br>**The successful Tenderer's commitments under this criterion will form part of the contractual requirements of the Framework and** | | |

| | |
|---|---|
| | **may be used by Dublin City Council for contract management and performance monitoring.**<br><br>Please complete section 3.1 of the TRD. |

| Criterion B | Weighting | Maximum Marks | Minimum Marks Required – 50% |
|---|---|---|---|
| | 20% | 2,000 | 1,000 |

| | |
|---|---|
| **Title** | **Contract Management Proposal** |
| **Description** | The Tenderer must provide a clear and practical description of its proposed arrangements for the management and day-to-day administration of the Framework throughout the contract term.<br><br>The response must describe the proposed contract management structure, including the roles and responsibilities of the Contract Manager, Deputy Contract Manager and any other personnel involved in managing the Framework, and how the contractual arrangements and supplier performance will be monitored, reviewed and managed throughout the contract term.<br><br>The response must describe how contract performance will be monitored and reported, including arrangements for review meetings, management information, delivery performance, backorders, substitutions, returns, credits, invoice issues, corrective actions and continuous improvement.<br><br>The response must also describe the Tenderer's proposed communication arrangements for dealing with technical and non-technical queries, complaints, disputes and operational issues, including proposed response arrangements, escalation procedures, remedial actions and measures to prevent recurrence of issues.<br><br>The Tenderer must explain how it will provide a consistent and accessible service across Dublin City Council's Public Lighting, Housing and Installations sections. The proposed arrangements must support direct access to appropriate supplier personnel by relevant Dublin City Council users, including engineers, supervisory and foreperson staff, stores personnel, procurement personnel and contract management representatives.<br><br>The response must describe how telephone, email and, where required, in-person support will be provided, how queries from different users will be coordinated and how issues will be escalated where necessary.<br><br>Tenderers should provide clear and measurable management and service commitments where appropriate and demonstrate how a |

| | |
|---|---|
| | responsive, consistent and effective contract management service will be maintained throughout the Framework term.<br><br>Marks will be awarded having regard to the overall quality, clarity, practicality and robustness of the proposed contract management arrangements, including the extent to which the response provides confidence that the Framework will be effectively managed throughout its term.<br><br>**The successful Tenderer's commitments under this criterion will form part of the contractual requirements of the Framework and may be used by Dublin City Council for contract management and performance monitoring.**<br><br>Please complete section 3.2 of the TRD. |

| Criterion C | Weighting | Maximum Marks | Minimum Marks Required – 50% |
|---|---|---|---|
| | 10% | 1,000 | **500** |

| | |
|---|---|
| **Title** | **Mobilisation and Continuity of Supply Proposal** |
| **Description** | The Tenderer must provide a clear and practical description of its proposed arrangements for mobilising the Framework, maintaining continuity of supply and supporting an orderly transition throughout the life of the Framework.<br><br>The response must describe how the Tenderer will ensure that it is ready to commence supply from the contract commencement date, including the arrangements required for account and ordering set-up, delivery arrangements, invoicing, reporting and readiness for first orders.<br><br>The response must explain how continuity of supply and stock readiness will be maintained, including arrangements for frequently ordered or high-usage items, lead-in requirements, backorder prevention, contingency stock, alternative supply routes and measures to minimise disruption to Dublin City Council operations.<br><br>The response must also describe how Dublin City Council item codes will be mapped to the Tenderer's product codes and products and how this information will be maintained to support ordering, Stores processes, reporting and product traceability.<br><br>The Tenderer must describe how risks to continuity of supply will be identified and managed, including supply chain disruption, product shortages, significant changes in lead times, transport or logistics |

| | |
|---|---|
| | disruption, loss of key suppliers, staffing or resource constraints and other unforeseen events which may affect the availability or delivery of goods. The response should include relevant contingency, alternative sourcing, logistics and escalation arrangements.<br><br>The response must also describe the Tenderer's proposed arrangements for end-of-contract handover and transition, including the management of outstanding orders, backorders, returns, credits, warranty matters, relevant product and item information, reporting data and any other information reasonably required by Dublin City Council to facilitate an orderly transition to a replacement supplier or alternative arrangement.<br><br>Tenderers should provide clear and measurable commitments where appropriate and demonstrate how mobilisation, continuity of supply and transition will be managed so as to minimise disruption to Dublin City Council services.<br><br>Marks will be awarded having regard to the overall quality, clarity, practicality and robustness of the proposed mobilisation, continuity and transition arrangements, including the extent to which the response provides confidence that supply can commence and continue without material disruption.<br><br>**The successful Tenderer's commitments under this criterion will form part of the contractual requirements of the Framework and may be used by Dublin City Council for contract management and performance monitoring.**<br><br>Please complete section 3.3 of the TRD. |

| **Criterion D** | Weighting | Maximum Marks | Minimum Marks Required – N/A |
|---|---|---|---|
| | 50% | 5,000 | N/A |
| **Title** | **The Cost Criterion** | | |
| **Description** | Tenderers must complete in full the attached Excel worksheet entitled **"Appendix A – Pricing Schedule – Core Basket"** in accordance with the requirements of this RFT and the instructions contained in the Pricing Schedule.<br><br>Tenderers must provide a valid Unit Price and a **Yes/No compliance declaration** for each item. A blank price, zero, "N/A", "No Bid" or any other entry which does not constitute a valid Unit Price will be treated as | | |

| | |
|---|---|
| | an unpriced item. Where a Tenderer selects **"No"** in response to the compliance declaration, the item will be treated as a non-compliant item for the purposes of the pricing evaluation.<br><br>Tendered Unit Prices must be genuine, commercially sustainable and reasonably representative of the prices at which the Tenderer is prepared to supply the relevant Goods under the Framework. Tendered prices must include all costs associated with delivery, administration, contract management, packaging, handling and any other costs necessary to fulfil the Framework requirements, unless otherwise expressly provided for in the RFT.<br><br>A Tender containing an aggregate of **no more than five (5)** unpriced and/or non-compliant items will remain eligible for evaluation. For each such item, the highest valid Unit Price submitted by another Tenderer for a compliant product for the corresponding item will be applied solely for the purpose of calculating the Tenderer's evaluated cost. Any substituted price will be used for evaluation purposes only and will not constitute a contractual price.<br><br>Where a Tenderer is subsequently appointed to the Framework, any such unpriced or non-compliant item will be treated as a **Non-Basket Good** and will be subject to the Non-Basket Goods pricing provisions of the Framework.<br><br>A Tender containing an aggregate of **six (6) or more** unpriced and/or non-compliant items will be deemed an **Invalid Tender** and will not proceed to further evaluation.<br><br>Where no Tenderer submits both a valid Unit Price and a Yes compliance declaration for a particular item, Dublin City Council reserves the right to exclude that item from the cost evaluation for all Tenderers.<br><br>The **Total Evaluated Core Basket Cost** will be calculated using the estimated evaluation quantities and Tendered Unit Prices in accordance with Appendix A and the evaluation provisions set out above.<br><br>Marks will be awarded by reference to the Total Evaluated Core Basket Cost calculated in accordance with Appendix A.<br><br>Please complete Section 3.4 (Form of Tender) of the TRD. The Form of Tender must be completed in full and signed. Failure to complete the Form of Tender in full will result in elimination from the competition.<br><br>The Pricing Schedule contained in Appendix A must be completed in accordance with the requirements of this RFT and the instructions contained in Appendix A. It must be completed and submitted in Microsoft Excel (.xlsx) format using the template provided. Tenderers may also submit a PDF copy for reference purposes; however, the Excel version shall be used for evaluation purposes and shall prevail in the event of any discrepancy between the versions. Failure to complete |

| | |
|---|---|
| | and submit the Pricing Schedule in accordance with these requirements may result in elimination from the competition. |

**NOTE 1**: Tenderers must achieve a minimum score of **50%** for criteria (A), (B), and (C) in order to avoid elimination from the competition. In relation to criterion (D) – Cost Criterion, tenders will be scored in inverse proportion, with the maximum score awarded to the valid tender with the lowest Total Evaluated Core Basket Cost that has not been eliminated on qualitative grounds.

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

**NOTE 3: Tie-Break Rules: MEAT Assessment**
In the event that there are two or more highest ranked Tenderers that obtain the same total marks (i.e. a tie for the highest ranked Tenderer the following tie-break rules will be adopted:

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

In the event the Tenderers receive the same marks for the qualitative assessment of their Tender, the Tenderer who has been awarded the highest marks for "***A***. Operational Proposal Criterion A*"* will be deemed the MEAT.

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

Order of Tie Break Evaluation Criteria*:
1. (B) Contract Management Proposal
2. (C) Mobilisation and Continuity of Supply Proposal

3. (D) Cost

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

**NOTE 4: Tie-Break Rules: Ranking**

The Framework Agreement will result in a ranking system where the highest scoring tenderer by reference to the award criteria set out at Section 5 will be ranked number 1, the second highest scoring tenderer by reference to the award criteria will be ranked number 2, etc.

In the event that there is a tie for any position on the Framework Agreement other than last place, (i.e. a tie for positions 1, 1 i.e. a tie for Rank 1 only), the Tenderer who has been awarded the highest marks for total Qualitative Award of their Tender will be deemed to be the higher ranked tender for the purposes of framework ranking.

In the event the Tenderers receive the same marks for the Qualitative assessment of their tender, the Tie-Break rules will proceed as per above **Note 3: Tie-Break Rules: MEAT Assessment**.

## 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 Total Evaluated Core Basket Cost among valid tenders meeting the required qualitative minimum scores | **A** |
| Total Evaluated Core Basket Cost of the tender being evaluated | **B** |
| Maximum Points available for Cost | 5,000* |
| Formula employed | $\frac{5{,}000^* \times \mathbf{A}}{\mathbf{B}}$ |

## 5.2 Methodology for Scoring of Qualitative Criteria

| Score | Meaning | Interpretation |
|---|---|---|
| **90 – 100%** | Outstanding | An outstanding response demonstrating comprehensive understanding and providing a very high level of assurance that the requirement will be delivered effectively. Clear, practical and measurable commitments with no significant weaknesses.. |
| **80 – 89%** | Excellent | An excellent response demonstrating strong understanding and providing a high level of assurance. Detailed, practical and well-supported, with only minor weaknesses or omissions.. |
| **70 – 79%** | Very good | A very good response demonstrating good understanding and providing a good level of assurance. The requirement is well addressed, although some areas may lack detail or measurable commitments.. |
| **60 – 69%** | Good | A good response demonstrating adequate understanding and providing reasonable assurance. Generally satisfactory, but with some weaknesses, omissions or areas lacking detail.. |
| **50 – 59%** | Acceptable | An acceptable response demonstrating the minimum required understanding and providing sufficient assurance |

| | | |
|---|---|---|
| | | that the requirement can be delivered, although the response may be generic or contain notable weaknesses or omissions.. |
| **Less than 50% is unacceptable** | | |

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

## 5.3 Clarification and Verification Meetings

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

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

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

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

## 5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic 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.

## INSTRUCTIONS TO TENDERERS

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

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

### (a) Sufficiency & Accuracy of Tender

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

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

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

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

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

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

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

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

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

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

Economic Operators should note the following when making their submission:

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

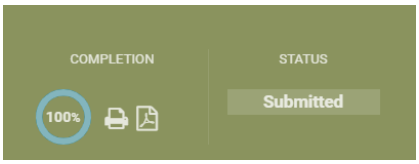
Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

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

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

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

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




**(d) Closing date for Tenders**

| | |
|---|---|
| **The closing date for tenders** | is **Tuesday 15 December 2026** at **12.00 noon** (Irish time) |

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

**(e) Queries**

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

| | |
|---|---|
| **The closing date for queries** | is **Tuesday 1 December 2026** at **12.00 noon** (Irish time) |
| **Process for submitting queries** | **Via www.etenders.gov.ie only** |

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

**(f) Qualification of Tenders**

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

**(g) Extension of Tender Period**

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

**(h) Tender Validity Period**

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

**(i) Amendment of Tender Documentation**

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration.

**(j) Collusive Tendering**

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

**(k) Confidentiality**

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

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

**(l) Conflict of Interest**

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

**(m) Anti-Competitive Conduct**

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

**(n) Freedom of Information Acts**

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

Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

**(o) Data Protection**

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

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the

meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender.

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

**(p) Tax Clearance Certificate**

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

**(q) Confidentiality of Evaluation**

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

**(r) Publicity**

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

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

**(s) Clarification of Tenders**

Dublin City Council may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with Dublin City Council.

**(t) Correction of Errors**

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures submitted in Appendix A – Pricing Schedule. For the purposes of Criterion D, the completed Appendix A – Pricing Schedule submitted in Microsoft Excel (.xlsx) format shall be the authoritative source for Tendered Unit Prices and evaluation calculations and shall prevail in the event of any discrepancy with any other submitted pricing figure.

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

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

**(u) Replacement Personnel**

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

**(v) Change in Composition of a Tender**

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

**(w) Notification of Tender Evaluations**

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

**(x) Award of Framework / Contract**

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

When appropriate an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of the contract. It should be noted that it is standard practice for the Client to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

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

**(y) Possible TUPE Considerations**

Participants are advised that in the event of significant transfer of undertakings, businesses or parts of businesses, the provisions of SI 131 of 2003 *European Communities (Protection of Employees on Transfer of Undertakings – TUPE*) *Regulations 2003* may apply. The successful tenderer will therefore be required to indemnify the contracting authority fully in respect of any

losses, damages, costs or expenses of any kind incurred arising from their compliance with the TUPE Regulations.

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

**(z) Cost of Preparation of Tender**

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

## GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS

### (i) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

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

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

### (ii) Withholding Tax

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

### (iii) Irish Legislation and Law

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

### (iv) Dignity at Work

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

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

### (v) Change in Law

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