Trinity College Dublin
Coláiste na Tríonóide, Baile Átha Cliath
The University of Dublin

Invitation to Tender

Open Procedure

Multi-Party Framework Agreement

For

The Provision of Loose Furniture Contractors Framework Agreement

TRINITY COLLEGE DUBLIN

Ref: TCD-27-C2603

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Important Notice

This Invitation to Tender Document has been prepared for the purpose of providing information to parties interested in participating in the tender process ("**Tenderers**") for the Furniture to Trinity College Dublin as described further in this document. Trinity has a wholly owned subsidiary, Ghala DAC, which is involved in the development of Trinity's capital works programme. Trinity reserves the right that any Contract awarded may subsequently be novated to an entity wholly or partly owned by Trinity or by Ghala DAC.

In no circumstances shall the Contracting Authority, its advisers, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Invitation to Tender Document, or the tender procedure.

This Invitation to Tender (ITT) is issued as part of an Open Procedure and is made available to all interested economic operators through the designated tendering platform. The ITT and associated procurement documents are provided solely for the purpose of enabling Tenderers to prepare and submit a tender in response to this competition.

Tenderers are responsible for ensuring that they have obtained all relevant information necessary to prepare their tender and shall satisfy themselves as to the accuracy and completeness of the information provided. Tenderers must inform themselves of, and comply with, all applicable laws, regulations, requirements, and obligations relevant to the performance of the contract and participation in this procurement process.

This Invitation to Tender Document is a summary of available information and no reliance shall be placed on any information or statements contained in this Invitation to Tender Document, and no representation or warranty, express or implied, is or will be made in relation to such information and no liability is or will be accepted by the Contracting Authority, its advisers, consultants, contractors, servants and/or agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.

The information contained in this Invitation to Tender Document does not purport to be comprehensive nor to have been independently verified. Nothing in this Invitation to Tender Document shall be construed as legal, financial or tax advice.

The Contracting Authority reserves the right to amend this Invitation to Tender Document and any information contained herein at any time by notice, in writing, to Tenderers.

None of the information set out herein will constitute a contract, or part of a contract, or an offer to enter into a contract, between the Contracting Authority and any Tenderer. Nothing in these documents is, nor shall be relied upon as, a promise or representation as to the Contracting Authority's ultimate decision in relation to the establishment of the framework agreement or award of any contract for the Services. (the "**Contract**").

Where the successful tenderer is a company registered elsewhere than Ireland, it may be required to provide a legal opinion in such form and content as required by the Contracting Authority.

The Contracting Authority reserves the right at any time to take such steps as it considers appropriate in respect of the tender process, which may include (but are not limited to):

- To change the basis of, or the procedures (including the timetable) relating to, the tender process;
- To reject any, or all, of the responses submitted;
- Not to invite a Tenderer to proceed further;
- Not to furnish a Tenderer with additional information; or
- To cancel the tender process.

In this Invitation to Tender Document, except where otherwise specified:

- Words in any gender shall include all genders;
- References to a day means a calendar day;
- References to any statute or statutory provision shall be construed as references to the same as it may have been or may from time to time be amended, modified or re-enacted.

This Invitation to Tender Document provides Tenderers with general information regarding Trinity's requirements and provides a description of the tender process. Tenderers who, having read this document, are interested in participating in the tender process should submit a response to this Invitation to Tender Document in accordance with the instructions set out herein.

The purpose of the Invitation to Tender Document is to provide potential Tenderers with the information that they need to decide whether or not to participate in this process and to set out the process through which Tenderers will be assessed for inclusion on the framework agreement.

Neither Trinity nor the Contracting Authority gives any warranty or representation as to the accuracy or completeness of the information and shall not be liable for any errors or omissions.

Where a contract is awarded from the framework is through Ghala DAC, the benefit of any warranty provided will also be required to extend to Trinity College Dublin.

Part 1: Introduction and Background

1.1 The Contracting Authority

Trinity College Dublin, the University of Dublin ("**Trinity**") is one of Ireland's leading universities. Further information on Trinity can be found on the website – www.tcd.ie

Trinity has a wholly owned subsidiary, Ghala DAC, which is involved in the development of Trinity's capital works programme. Trinity reserves the right that any Contract awarded may subsequently be novated to an entity wholly or partly owned by Trinity or by Ghala DAC.

1.2 About Trinity College Dublin

Our main campus is located in the heart of Dublin City centre and is home to historic buildings dating from the University's establishment as well as some of the most cutting-edge teaching and research facilities in Ireland. Students at Trinity benefit from a unique educational experience across a range of disciplines in our three faculties – Arts, Humanities and Social Sciences; Health Sciences and Science, Technology, Engineering & Mathematics. The pursuit of excellence through research and scholarship is at the heart of Trinity education and our researchers have an outstanding publication record and a strong record of grant success.

The University has 167 buildings owned or rented on 13 sites across Dublin with a total area of c. 323,000m^2. There are 108 acres of land in freehold ownership (c. 50 acres of which is in the city centre. The estate has a rich variety of building typologies with 25% of buildings being more than 200 years' old and 68% of buildings being more than 100 years' old.

Satellite Sites:

In addition to the main campus and the sites adjacent to the main campus, the university has a number of satellite sites. These are located at;

- St. James' Hospital;
- Dartry Trinity Hall Residences;
- Tallaght Hospital;
- Santry Sports Complex and Book Repository;
- Iveagh Sports Ground;
- Trinity East (Grand Canal), and
- Trinity Boathouse
- Stack B

Figure 1: Satellite Sites

The buildings range from newly constructed to protected structures that are 400 years old. The buildings and property are key assets in the operation of the university and therefore there is an ongoing furniture requirement. Details in relation to these requirements are outlined below.

1.3 Description of Service Requirements

Trinity College Dublin is seeking to establish a Multi-Party Framework Agreement for the Provision of Loose Furniture Contractors Services. The successful tenderers will be appointed to the framework for the provision of Loose Furniture and related services within the university for an initial term of 24 months. The Contracting Authority reserves the right to extend the framework term for a 12-month period, with a maximum of three (3) such extensions.

Full specifications and requirements for this contract can be found in document; ***Specification and Requirements – TCD-27-C2603.***

It is envisaged that the Contracting Authority may utilise the framework agreement throughout its lifetime to drawdown of Goods and Services for the provision of Loose Furniture and Accessories. This may include Capital Projects and Refurbishment Fitouts.

Tenderers shall note that where additional services are required from the successful Tenderer, Trinity may require those to be paid for using the tendered daily rates, may require a lump sum fee built up from the tendered daily rates, or may require payment using another mechanism depending on the nature of the services.

In circumstances where Trinity considers that the Fees set out in the Contract are not an appropriate basis for payment for the relevant service (for example, where it is a specialist service which is not captured by the relevant daily rates), Trinity will inform the successful Tenderer in writing when seeking the additional service of how Trinity expects the service to be paid for, in advance of the service being provided, and what Trinity may require from the successful Tenderer to satisfy itself that the service is being provided on a value for money basis. Where no such formal written notice is obtained from Trinity prior to services being performed, Tenderers shall note that they are working at risk.

1.4 Site Visits –

It is recommended that Tenderers are not required to carry out a site visit during the tender period, tenderers may request a site visit in order for Tenderers to familiarise themselves with the campus and the requirements of the contract on offer.

Framework Members should note that site visits are likely to be required for larger, more complex, or capital projects involving furniture supply, delivery, installation, refurbishment, or fit-out works. The purpose of the site visit is to enable tenderers to familiarise themselves with the site conditions, access arrangements, programme constraints, health and safety requirements, and any other factors that may influence the successful delivery of the project. And note that the tenderers will be working in a live university environment.

Framework members will be invited to attend site during mini-competition periods

Part 2: Procurement Process

Trinity College Dublin will employ an Open Procedure for the award of this framework agreement. In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may tender for appointment to the framework agreement. In the first instance, the Tender Responses will be assessed against the selection criteria as set out in Section 5.2 of this document. Tenderers meeting the requirements under the selection criteria will then be assessed against the award criteria, rules and weightings contained in Section 6 of this document. The tenderer identified as the most economically advantageous tenderer when assessed against the award criteria will be offered a place on the framework.

Multi Party Framework

A Multi-party framework constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contract(s) may or may not be awarded. In the context of a Multi-party framework, the Contracting Authority has set out in a separate document the framework terms and conditions that are applicable to the operation of this Multi-party framework agreement. The framework terms and conditions set out the process by which contracts will be awarded. A minimum of five (5) members to a Maximum of eight (8) will be appointed to the framework agreement.

It is emphasised that the framework agreement constitutes no guarantee to purchase goods/services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the Contracting Authority has adopted a framework agreement approach for this requirement in order to leverage efficiencies and maximise cost savings over a five-year period. It is anticipated that expenditure will be approximately €5,400,000 over the five (5) year period. Please note that the expenditure under the framework is estimated.

Duration of Framework Agreement

This framework agreement will have a maximum potential duration of five (5) years. In the event that, following the award of this multi-party framework agreement, any member selected for inclusion in the framework, cannot for whatever reason, deliver the services required to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award a place on the framework to the next highest-ranked tenderer emerging from this competitive process at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to terminate the agreement and commence a new competitive process.

Termination

Once established, there is no obligation upon the Contracting Authority to utilise this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions. The framework agreement terms and conditions are included in the tender document set.

Contracts
Should the Contracting Authority proceed to award a contract after completion of the tender process, any subsequent Agreement with the Successful Tenderer may be executed using either a wet-ink signature, an advanced electronic signature or a qualified electronic signature, at the Contracting Authority's discretion, and as set out in Regulation (EU) No. 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation). For the avoidance of doubt, any contract required to be executed under seal, will be executed using wet-ink signature by the required person, and affixing of the Successful Tenderer's company seal

Timelines
The table below outlines the projected timeline for the procurement process. Please note, the dates outlined are for guidance purposes only and the Contracting Authority reserves the right to adjust these dates at any point during the procurement process.

Call for Competition	**November 2026**
Receipt of Tender Submissions	**January 2027**
Evaluate Tenders	**January/February 2027**
Recommendation / Approval	**February 2027**
Contract Award	**March 2027**

Table 1: Projected Procurement Timelines

Part 3: General Conditions

3.1 Consortia

Tender Responses may be submitted by groups of companies (a consortium) or individually. Should a consortium be placed on the framework, each company in the consortium shall be jointly and severally liable to the Contracting Authority for the fulfilment of the terms of any contract awarded under the framework agreement. Tender Responses should make clear which companies are proposed to be members of the consortium and which are to be sub-contractors. Any change in relation to consortia and sub-contracting after the Tenderer has submitted its Tender Response must be notified to the Contracting Authority. Tenderers should note that such changes may result in disqualification of that group.

In the case of a consortium, the Tender Response must be submitted as a single integrated application which will be evaluated and marked as a single application. The entity/person who will deal with all matters relating to this Competition and who will carry overall responsibility for the performance of the services (the "Prime Contractor") must be identified. Please note that the Contracting Authority will only deal with the Prime Contractor regarding all matters related to this Competition. Relevant information must also be provided in respect of (a) consortium members and (b) sub-contractors who will play a significant role in the delivery of the services. Similarly, information should also be provided in respect of any other organisation upon whose resources or capacities the Tenderer proposes to rely.

3.2 Confidentiality

All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

A. Are furnished for the sole purpose of replying to this RFT only;

B. May not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

C. Shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

D. Must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

3.3 Tendering Costs

Tenderers shall bear all costs associated with their participation in this Competition including, but not limited to, the preparation and submission of their Tender Response and the Contracting Authority shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the Competition and whether or not the Competition is cancelled or postponed.

3.4 Publicity

The Tenderer should note that the Contracting Authority shall publish the name of the successful tenderer being placed on the framework.

No publicity regarding this Competition or any Agreement pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

3.5 Conflict of Interest

Any actual, potential or perceived conflict of interest involving a Tenderer (whether by reason of the Tenderer having or having had a role in the Contracting Authority or Trinity in relation to the framework agreement or by reason of the Tenderer having or having had an interest in another Tenderer or another Tenderer having or having had an interest in the Tenderer) must be fully disclosed in writing to the Contracting Authority and on an on-going basis throughout the Competition as soon as it becomes apparent. The Contracting Authority reserves the right to raise conflict of interest issues with Tenderers.

Where the Contracting Authority considers that the situation does not give rise to a conflict of interest or that the conflict of interest is not material it will permit the situation to continue.

Where the Contracting Authority considers that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue subject, if necessary, to appropriate safeguards being agreed between the Contracting Authority and the Tenderer and the Contracting Authority being fully satisfied that those safeguards have been put in place and will be complied with.

Where the Contracting Authority considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Tenderer from the Competition, the Contracting Authority shall exclude the Tenderer.

Any registrable interest involving the Tenderer or their relatives and the Contracting Authority (or Trinity) must be fully disclosed in the Tender or must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer, in the event of this information only coming to the Tenderer's notice after the submission of a Tender and prior to the conclusion of the framework agreement/contract. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995 and 2001. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this process or terminating any Agreement entered into by a Tenderer.

3.6 Non-Compliant Tender Responses

If a Tenderer fails to comply in any respect with the requirements set out in this Invitation to Tender Document, the Contracting Authority shall be entitled (but shall not be obliged) to take such action as it considers appropriate, including (but not limited to):

(a) rejecting the relevant Tender Response as non-compliant;

(b) without prejudice to the Contracting Authority's right to reject the Tender Response:

(i) meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender Response; and/or

(ii) requesting the Tenderer to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form;

(iii) waiving a requirement which, in the Contracting Authority's opinion is minor, procedural or non-material; and/or

(iv) negotiating an amendment and/or change to the relevant requirements of the Tender Document and inviting Tenderers to adjust their Tender Response on the basis of such revised requirement,

provided however that no amendment and/or change to a requirement of the Invitation to Tender Document shall be permitted if, in the opinion of the Contracting Authority, the amendment and/or change, if accepted, would constitute a material amendment and/or change to the Contracting Authority's requirements.

3.7 Anti-Competitive Conduct

Tenderers' particular attention is drawn to the application of Article 101 of the Treaty on the Functioning of the European Union (TFEU) and to the application of the Competition Act 2002 which makes it a criminal offence for Tenderers to collude on prices or terms in a public tendering procedure. Should the Contracting Authority become aware of direct or indirect communications through trade associations or otherwise between Tenderers relating to the framework agreement/contract conditions or which might facilitate price collusion it shall be the policy of the Contracting Authority to disqualify such Tenderers and to notify the matter to the Competition Authority with the recommendation that action be taken against such Tenderers.

3.8 Freedom of Information

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 Responses 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

Response containing such information and specify the reasons for its commercial sensitivity. For the avoidance of doubt, Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender Response 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 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.

3.9 Canvassing

Tenderers must not canvass directly or indirectly any member of the Contracting Authority or Trinity, officer or employee of the Contracting Authority or Trinity, their advisers, or any member of the evaluation team. Failure to comply with this requirement will result in disqualification from the process.

Tenderers who endeavour to influence or interfere in any way with the tender evaluation process shall have their Tender Response rejected. Any Tenderer who, in connection with this tender stage:

a) Offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or Trinity or any person acting as an advisor for the Contracting Authority or Trinity in connection with this framework agreement; or

b) Does anything which would constitute a breach of the Criminal Justice (Corruption Offences), Act 2018; or

c) Canvasses any of the persons referred to in paragraph (a) in connection with this Agreement; or

d) Contacts any officer or employee of the Contracting Authority or Trinity prior to the framework agreement being awarded or about any aspect of this framework agreement in a manner not permitted by this Invitation to Tender Document;

may be disqualified without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract.

3.10 Copyright

The copyright in this Invitation to Tender Document is vested in the Contracting Authority and may not be reproduced, copied or stored in any medium without the prior written consent of the Contracting Authority. The Invitation to Tender Document and any document issued supplemental to the Invitation to Tender Document are and shall remain the property of the Contracting Authority and must be returned upon demand.

3.11 Data Protection

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under Regulation (EU) 2016/679 (the General Data Protection Regulation) and the Data Protection Acts 1988-2018 (together the "Data Protection Legislation")) in respect of any Personal Data (where Personal Data has the meaning given under Data Protection Legislation) required to be provided by the Tenderer in response to this Invitation to Tender Document.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender Response, is required to confirm that all Data Subjects (where Data Subject has the meaning given under Data Protection Legislation) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer and the Contracting Authority 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.

A copy of the Contracting Authority's privacy notice is provided at Appendix 2.

3.12 Tax Clearance Certificate

It will be a condition of the framework agreement awarded pursuant to this Competition that the successful tenderers (or if the successful tenderer is a consortium, each member of the consortium) shall for the term of the framework agreement comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie under "What can I do online", "Tax Clearance" for further information. Prior to the award of the framework agreement arising out of this Competition, the successful tenderers shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority.

Tenderers with their registered office outside of Ireland shall also provide evidence that they are compliant with their own national tax laws.

3.13 Insurance

It shall be a condition of the award of the Contract under the framework agreement that the successful tenderer shall have in place insurance which meets the requirements of the Competition.

3.14 Language

All information requested must be provided in the English language or if in Irish, must have an English translation provided in full.

3.15 Applicable Law

The laws of Ireland shall apply to this Competition and the Competition shall be subject to the exclusive jurisdiction of the Irish courts.

3.16 Abnormally low Tenders, Abnormally high or low rates or prices

Tenderers must not use abnormally low or high rates or prices. If, in the contracting authority's opinion, the overall tendered amount is abnormally low or any tendered percentage (where relevant) or amounts including the rates tendered for time charges are abnormally low or abnormally high, the contracting authority may require the Tenderer to provide further written details of the constituent elements of the overall tendered amount or the tendered rates or any other information which the contracting authority considers relevant. This may include (without limitation) the information listed in regulation 69 of the European Union (award of Public Authority Contracts) Regulations 2016.

Any Failure to provide such information, where requested, may exclude the tender from further consideration.

Tenderers are advised that in relation to hourly rates, the Contracting Authority reserves the right in particular to request such information as the Contracting Authority considers appropriate to determine whether such rates are abnormally low or high.

If, having considered the information provided, the Contracting Authority is of the view that either the Contract sum is abnormally low or any tendered amounts (including the rates tendered for time charges are abnormally low or abnormally high, the contracting Authority may reject the tender. No adjustment made under this section 8 will affect the tendered amount.

4.1 General Instructions

Tenderers are required to submit a response which comprises the following:

(a) A completed electronic version of the European Single Procurement Document (the "**eESPD**") (see Tender Response Document). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:

(i) the information contained in it continues to be correct; and

(ii) that they satisfy the selection criteria for this Competition as set out at Section 5.2 below;

(b) a completed Conflict of Interest Declaration in the form provided in the Tender Response Document; and

(c) a response to each of the Selection Criteria listed at Section 5.2 below; and

(d) a response to the Award Criteria as set out in Section 6 of this document.

Tenderer should note that a Tender Response Document is provided with templates to assist with the submission of a tender response. **Tenderers must use the Tender Response Document when submitting a Tender Response.**

Tenderers are required to conform to and comply with all instructions and requirements set out in this Invitation to Tender Document.

Without prejudice to the generality of this Section 4.1, failure to comply with Section 4.2 or 4.4 will render the Tenderer's Tender Response non-compliant and it will be rejected.

In the first instance, the Tender Responses will be assessed against the selection criteria as set out in Section 5.2 of this document. Tenderers meeting the requirements under the selection criteria will then be assessed against the award criteria, rules and weightings contained in Section 6 of this document. The top eight (8) ranked tenderers following assessment against the award criteria will be offered a place on the framework.

4.2 Submission of Tender Responses

Tender Responses must be submitted to the Contracting Authority through the electronic post-box available at www.etenders.gov.ie. **Please note Tender Responses submitted through any other means (including but not limited to by email, fax, post or hand delivery) may be rejected. Tender Responses received late will not be accepted**. For further information on using the eTenders post-box, please see Appendix 1.

4.3 Number of Tender Responses

Each Tenderer is limited to submitting one Tender Response in its own capacity and one Tender Response as part of a consortium. Where a Tenderer submits one Tender Response in its own capacity and one Tender Response as part of a consortium, a statement must be provided with its Tender Response confirming that the consortium is aware of the fact that the particular member is also submitting its own Tender Response and confirming what steps are taken to avoid conflicts of interest or collusion due to participation in multiple Tender submissions. The Contracting Authority, at its sole discretion, reserves the right to require an entity participating in more than one Tender Response to take any other such steps as are necessary to ensure effective competition or to mitigate the risk of a conflict of interest which may extend to a requirement that the entity withdraw from one Tender Response.

4.4 Deadline for Receipt of Tender Response

The deadline for receipt of a Tender Response is **Friday 08th January 2027 @ 13:00hrs (the "Tender Submission Deadline").**

The Contracting Authority may, at its absolute discretion, extend the Tender Submission Deadline. Any extension will be notified to Tenderers in writing.

4.5 Clarifications and Queries

Any queries relating to any aspect of this Competition or of this Tender Document must be raised in writing as soon as possible and in any case not later than **Tuesday 29th December 2026 @ 13:00hrs.** through the messaging facility on www.etenders.gov.ie.

In order to receive all responses to queries and other updates in relation to this Competition, Tenderers should ensure that they register their interest in this Competition on www.etenders.gov.ie.

The Contracting Authority reserves the right to update, delete, vary, extend or alter this Invitation to Tender Document and the information and documents contained herein by notice in writing to Tenderers.

Any modification to the Invitation to Tender Document shall be issued at least five (5) working days before the Submission Deadline as identified at Section 4.4 above and shall be issued as an addendum to and shall be deemed to constitute part of the Invitation to Tender Document. If necessary, the Contracting Authority shall revise the Submission Deadline in order to comply with this timeline.

Part 5: Selection Criteria

5.1 Compliant Tender Responses

Only those Tenderers who have:

(a) Declared by way of eESPD that either:

(i) No mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or

(ii) In circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that they can provide evidence to the effect that measures taken by them are sufficient to demonstrate their reliability despite the existence of any such relevant exclusion ground, and

(b) Declared by way of the eESPD that they satisfy the Minimum Criteria for Participation for this Competition,

will be evaluated in accordance with the Selection Criteria as set out at Section 5.2 and Section 5.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, sub-contractors) for the purpose of fulfilling any of the selection criteria it must ensure that such entity:

(a) Completes and submits a separate eESPD in respect of each such entity; and

(b) When requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

(c) That the entity is tax compliant.

Where a Tenderer intends to sub-contract any share of the Contract to a sub-contractor but is not relying on the capacity of such a sub-contractor for the purpose of fulfilling any of the selection criteria, it must ensure that each such sub-contractor completes and submits those sections of the eESPD as specified in section 2.D of the eESPD for this Competition.

However, notwithstanding anything to the contrary in this Section 5.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including any subcontractor):

(a) A Declaration in the form attached in the Tender Response Document;

(b) Evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and

(c) In the case of a Tenderer and any subcontractor on whose capacity the Tenderer relies, all or any of the supporting documents specified at Section 5.2 and Section 5.3 below.

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 of them) in accordance with this Invitation to Tender Document and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, 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 Authority as sufficient to demonstrate (i) the fulfilment by any subcontractor on whose capacity the Tenderer relies of the selection criteria (or any one of them) in accordance with this Invitation to Tender Document 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, it shall be excluded from further participation in this Competition unless it replaces the subcontractor with one which meets all relevant requirements of this Invitation to Tender Document.

5.2 Selection Criteria

Tenderers must meet the minimum requirements as set out in the tables below in order to have their Tender Response evaluated against the Award Criteria as set out in Section 6. Each of the criteria below will be assessed on the basis of pass/fail.

Please refer to the Tender Response Document and complete the forms provided. Further information on each of the selection criteria is also provided.

SELECTION CRITERIA (PASS/FAIL)		
A1	Tenderer Summary	Tenderers must complete this section.
A2	ESPD	Tenderers must provide a completed eESPD. Where the Tenderer is a grouping/consortium, an eESPD must be completed for each group member, in particular Section 2.D.
A3	Declaration of Personal Circumstances	Tenderers must provide a completed and signed Declaration of Personal Circumstances. The Declaration must be provided by each group member in the case of a grouping/consortium.
A4	Tenderers Statement	Tenderers must provide a completed and signed Tenderers Statement, Printed on Tenderers Letterhead. The Declaration must be provided by each group member in the case of a grouping/consortium.
A5	Declaration of Conflict of Interest	Tenderers must provide a completed and signed Declaration of Conflict of Interest. The Declaration must be provided by each group member in the case of a grouping/consortium.
A6	Third Party Letter of Undertaking	Tenderers must provide a Third-Party Letter of Undertaking where the Tenderer intends to rely on third party resources to meet the financial or technical selection criteria or to perform the contract. The Third-Party Letter of Undertaking must be provided on company headed paper.

A7	Self-Declaration of Financial and Economic Capacity	Tenderers must provide a declaration in relation to certified turnover for the previous three (3) financial years (2025, 2024, 2023). These statements of turnover should be provided by a registered auditor. Tenderers should submit an appropriate declaration to satisfy this requirement. The minimum yearly turnover of the Tenderer should meet or exceed: **€500,000** The aggregated turnover for all members of a consortium or joint venture must meet the turnover requirement set above. If only one member has the skills, resources and experience for the services, then that member must have an average turnover that demonstrates financial capacity for the services as set out in the tender documentation. The Contracting Authority reserves the right to investigate and to carry out detailed financial evaluations of a Tenderer under this criterion up to and prior to any award of contract to assess the financial robustness of the Tenderer. Tenderers must also provide evidence of an up-to-date Tax Clearance Certificate.
A8	Insurances	Tenderers must confirm that the following insurances are in place or can be put in place if successful in the award of the contract. • Employers Liability: €13,000,000 • Public Liability: €6,500,000 • Product Liability €6,500,00 • Professional Indemnity: €1,000,000 – (PI insurance will only be required by framework members if they are selected to design bespoke furniture.)
A9	Previous Contracts	Tenderers must supply details of at least **three** comparable contracts of a similar nature, scale and complexity to the services required under this framework agreement. These may comprise public sector contracts, private sector contracts, or a combination of both. The comparable contracts must have been substantially completed within the past **five** years. The contracts provided must demonstrate the Tenderers' skills, experience and successful delivery of similar services. It is imperative that the contracts submitted are of a similar nature, scale and complexity to that of the services required under this framework agreement.

Table 2: Selection Criteria

Tenderers who pass ALL the selection criteria outlined in the table above, will proceed to be evaluated under the Award Criteria as listed in Section 6 below. Please refer to Section 6 for further details relating to the Award Criteria.

Part 6: Award Criteria

6.1 Award Criteria

Tenderers must address each of the award criteria as set out in the table below.

Please note Tenderers that fail to achieve the 'Minimum Marks Required' in each of the award criteria listed in Table 3 below, shall be excluded from further participation in this Competition. The top ranked Tenderer's in accordance with the award criteria below, will be placed in the framework, in accordance with this Invitation to Tender.

Tenderers are reminded that they may rely on the resources of other entities on condition that they are fully described, an acceptable ESPD is provided on behalf of these entities, they can prove that they will have the required resources at their disposal when required and can provide a tax clearance certificate.

Please refer to the Tender Response Document and complete the forms provided. Further information on each of the award criteria is also provided.

AWARD CRITERIA				
Ref	**Weighted Criteria**	**Max Marks Available**	**Minimum Marks Required**	**Assessment**
A	**Tenderer's Proposed Methodology for Contract Implementation and Fulfilment of the Requirements**	**2,000**	**1,200**	Tenderers must submit a clear and comprehensive proposed plan that demonstrates the Tenderer's proposed methodology in respect of the supply of Loose Furniture that is fit for purpose to meet the requirement and specifications as detailed in the Appendix 1 Requirements and Specifications
B	**Tenderer's Quality Considerations Proposal**	**2,000**	**1,200**	Tenderers must demonstrate in a clear and comprehensive manner how they propose to manage the requirements of TCD as detailed in the Appendix 1 Requirements and Specifications
C	**Sustainability Proposals**	**2,000**	**1,200**	Sustainability Proposals must be in line with Green Public Procurement Criterion
D	**Notional Ultimate Cost**	**4,000**	**N/A**	Tenderers are to complete the Pricing Document provided. The marks for cost will be allocated on the basis of the following outlined in the RFT
	Total	**10,000**		

Table 3: Award Criteria

While the Contracting Authority is not obliged to seek clarifications from Tenderers, the Contracting Authority reserves the right, at its absolute discretion, to ask Tenderers for clarification of their Tender Response to assist in its evaluation of the Tender Response. The Contracting Authority also reserves the right to require the submission of any additional, supplementary or clarification information as it may, at its absolute discretion, consider appropriate.

6.2 Scoring Methodology

Tenderers who pass ALL the selection criteria under Section 5.2 will go on to be evaluated under the Award Criteria as listed in Section 6.1 above. The Award Criteria will be applied on a qualitative basis as per the following scoring methodology:

Submission		Score
Unacceptable	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with limited or poor evidence of capability to deliver the services this size, quality, complexity and function.	0% - 59%
Acceptable	An acceptable response which demonstrates some, but not all, of the requirements of the question and/or demonstrates only satisfactory experience and/or lacks convincing assurances and evidence of capability to successfully deliver the services of this size, quality, complexity and function.	60% - 69%
Good	A good response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of capability to deliver to an adequate standard the services of this size, quality, complexity and function but does not provide sufficiently convincing assurance to award a higher mark.	70% - 79%
Very Good	A very good response which demonstrates real understanding and fully meets the requirements and assurance that the Tenderer has capability to deliver to a high standard the services of this size, quality, complexity and function.	80% - 89%
Excellent	An excellent response with very few or no weaknesses, exceeds requirements, and provides comprehensive, detailed and convincing assurance that the Tenderer has capability to deliver to an excellent standard the services of this size, quality, complexity and function.	90% - 100%

The tender award criteria will be applied to each tender who has successfully passed the Selection Criteria as outlined in this RFT. Tenderers must achieve a minimum of 60% on all tender award criteria above, ***excluding Ultimate Cost****, in order to avoid elimination from the competition. Only tenderers who have achieved the 60% in each criterion will be evaluated against Ultimate Cost*

Evaluation of Qualitative Criterion:

Tenders will be scored using the weightings indicated above and each tender submission shall be allocated a score from 0% to 100% for each qualitative criterion as outlined in the scoring table. This will result in a weighted score for qualitative criterion.

Marks for qualitative Score 'Q' = **Percentage Score Awarded / Total Score available x Total Marks Available**

Percentage Score awarded divided by Total Score available, Multiplied by total marks available (Where 'Q' is the price of tender being evaluated)

Evaluation of Ultimate Cost Criterion:

The score for Ultimate Cost for Furniture will be calculated using the following formula:

Score Awarded = (Lowest Tendered Price ÷ Tenderer's Evaluated Price) × Maximum Marks Available (4000 marks in total available)

Where:

- **Lowest Tendered Price** is the lowest compliant price submitted under this criterion.''
- **Tenderer's Evaluated Price** is the total price submitted by the Tenderer being evaluated.''
- **Maximum Marks Available** is the maximum score allocated to this pricing criterion.''

How Final Scores will be calculated:

Tenderers who have not been eliminated from the competition shall have their final scores calculated by aggregating their marks for Award Criterion A, B, C & D.

Award Criteria A, B, C & D will be evaluated.

Tenderers will be ranked in order of the most economically advantageous tender using the marks for quality & ultimate price awarded out of 10,000.

Following completion of the evaluation process, the Contracting Authority intends to establish a multi-party framework agreement. Subject to meeting all mandatory requirements and achieving the required evaluation standards as set out, the top eight (8) highest-ranked tenderers, as determined by the final evaluation scores, will be offered a place on the framework agreement.

Where fewer than eight (8) tenderers meet the required standard, the Contracting Authority reserves the right to appoint a lesser number of suppliers to the framework. Admission to the framework does not guarantee any minimum level of business or volume of work during the term of the framework agreement.

APPENDIX 1: TRINITY COLLEGE ETENDERS POSTBOX POLICY

A User Guide to eTenders and instructions on submitting a response through the eTenders facility may be found here:

https://www.etenders.gov.ie/epps/home.do#

Please note:

The onus is on the Tenderer to ensure that their Tender Response reaches e-tenders on time. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. Neither the Contracting Authority nor e-tenders take responsibility for documents which are not uploaded to e-tenders by the Submission Deadline, for any reason.

APPENDIX 2: PRIVACY NOTICE

PRIVACY NOTICE

This is a statement of the practices of Trinity College Dublin, The University of Dublin (the "**University**") of College Green, Dublin 2, Ireland in connection with the capture of personal data relating to your application to the **'TCD-27-C2603 Multi-Party Framework Agreement for the provision of Loose-Furniture Contractors Framework to Trinity College Dublin'** (the "**Procurement process**") and the steps taken by the University to respect your privacy.

The University fully respects your right to privacy and actively seeks to preserve the privacy rights of those who share information with the University. Any personal information which you volunteer to the University will be treated with the highest standards of security and confidentiality, in accordance with Irish and European Data Protection legislation. Personal data will be processed shall in accordance with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018.

How we collect your personal data?
The data we collect from you will be used by the University only in accordance with the purposes outlined in this privacy notice. We will collect personal data in your application to the Procurement process.

The data collected in this form will be shared within the University for the purposes of evaluating your application to the Procurement process. We will collect the following personal data:

- Personal details and contact details;
- CV's (including career history, qualifications, references etc.); and
- Any other personal data as may be identified by the University as being required for the application.

The purpose and legal basis for collecting your data
The data we collect about you will be used for the purposes of evaluating your application to the Procurement process.

The University will ensure that your data is processed fairly and lawfully in keeping with the principles of data protection. For the purposes outlined in this privacy notice your personal data will be processed pursuant to Article 6(1)(b) of GDPR, on the basis that the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.

How we store and secure your data
Any data we collect from you will be stored confidentially and securely as required by the University Information Security Policy. The University is committed to ensuring all accesses to, uses of, and processing of University data is performed in a secure manner.

In keeping with the data protection principles, we will only store your data for as long as is necessary. When we store your personal data on our systems the data will be stored either on the University

premises or on secure IT platforms within the EEA which are also subject to European data protection requirements. Where data is stored outside the EEA, we will ensure that adequate safeguards are in place in accordance with GDPR.

Details of third parties with whom we share personal data
The University will share your data with third parties where necessary for purposes of the processing outlined here.

When we share your data with the third parties the University will ensure that the data is only processed according to our specific instructions and that the same standards of confidentiality and security are maintained. Once the processing of the data is complete any third parties with whom data was shared will be required to return the data to the University save where they are required to retain it by law.

What are your rights?
You have the following rights over the way we process your personal data.

Right of Access
You have the right to request a copy of the personal data we are processing about you and to exercise that right easily and at reasonable intervals.

Consent
You have the right to withdraw your consent where that is the legal basis of our processing.

Rectification
You have the right to have inaccuracies in personal data that we hold about you rectified.

Erasure
You have the right to have your personal data deleted where we no longer have any justification for retaining it subject to exemptions such as the use of pseudonymised data for scientific research.

Object
You have the right to object to processing your personal data if:

- We have processed your data based on a legitimate interest or for the exercise of the public tasks of the University if you believe the processing to be disproportionate or unfair to you.
- The personal data was processed for the purposes of direct marketing or profiling related to direct marketing.
- We have processed the personal data for scientific or historical research purposes or statistical purposes unless the processing is necessary for the performance of a task carried out for reasons of public interest.

Restriction
You have the right to restrict the processing of your personal data if:

- You are contesting the accuracy of the personal data;
- The personal data was processed unlawfully;
- You need to prevent the erasure of the personal data in order to comply with legal obligations;
- You have objected to the processing of the personal data and wish to restrict the processing until a legal basis for continued processing has been verified.

Portability

Where it is technically feasible you have the right to have a readily accessible machine-readable copy of your data transferred or moved to another data controller where we are processing your data based on your consent and if that processing is carried out by automated means.

Contact

If you have any queries relating to the processing of your personal data for the purposes outlined above or you wish to make a request in relation to your rights, please contact the Data Protection Officer at dataprotection@tcd.ie.

If you wish to make a complaint or escalate an issue relating to your rights you can contact the Data Protection Officer at dataprotection@tcd.ie .

Finally, is you are not satisfied with the information we have provided to you in relation to the processing of your data or you can also make a complaint to the Data Protection Commissioner via the link in their website Making a Complaint to the DPC.