Comhairle Cathrach Bhaile Átha Cliath
Dublin City Council

OPEN PROCEDURE

REQUEST FOR TENDER

SINGLE-OPERATOR FRAMEWORK AGREEMENT

Scope of Framework	
Provision of Consultancy Services Framework for the Preparation of Strategic Noise Mapping and Noise Action Plans for Round 5 of the Environmental Noise Regulations 2018–2021 to a CNOSSOS-EU Methodology	
Procedure	
Open Procedure	
Key Dates	
Issue Date	**Monday 23 November 2026**
Closing Date for Queries	**Wednesday 16 December 2026** at **4:00 PM** (Irish time)
Closing Date for Tender Submissions	**Friday 8 January 2027** at **4:00 PM** (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 CONTRACTING AUTHORITY

1.1 The Contracting Authority

Dublin City Council, 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

While Dublin City Council are the Contracting Authority responsible for the procurement of the Framework and the 1st Contract, the Framework when established may also be used by other Noise Mapping Bodies (NMBs) and Action Planning Authorities (APAs) as defined by the Environmental Noise Regulations 2018-2021 and the LGMA, as set out in section 2.2 of this RFT.

Any future contracts will be tendered in line with the Framework rules directly by any of the NMB(s), APA(s) or the LGMA and the contract will be directly with one of the NMBs or APAs or the LGMA depending on the requirements of the contract.

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, personnel, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

This competition relates to a

Single-Operator Framework
Established with one economic operator, thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework

2.2 Scope of Requirements under the Framework

Details of Initial Contract
Framework Agreement This Tender relates to the establishment of a Single Operator Framework Agreement for the provision of consultancy services for the preparation of Strategic Noise Maps and Noise Action Plans for Round 5 of the Environmental Noise Regulations 2018–2021 [The Regulations], using the CNOSSOS-EU methodology. The Framework will be available for use by the Noise Mapping Bodies (NMBs) and Action Planning Authorities (APAs) designated under the Regulations that are responsible for road and rail noise sources only and/or the LGMA. In accordance with the Regulations, and for the avoidance of doubt, the authorities that may use this Framework are set out below. • Carlow County Council • Cavan County Council • Clare County Council • Cork City Council • Cork County Council • Donegal County Council • Dublin City Council • Dún Laoghaire-Rathdown County Council • Fingal County Council

- Galway City Council
- Galway County Council
- Iarnród Éireann (Heavy Rail)
- Kerry County Council
- Kildare County Council
- Kilkenny County Council
- Laois County Council
- Leitrim County Council
- Local Government Management Agency (LGMA)
- Limerick City and County Council
- Longford County Council
- Louth County Council
- Mayo County Council
- Meath County Council
- Monaghan County Council
- Offaly County Council
- Roscommon County Council
- Sligo County Council
- South Dublin County Council
- Tipperary County Council
- Transport Infrastructure Ireland (National Road & Light Rail)
- Waterford City and County Council
- Westmeath County Council
- Wexford County Council
- Wicklow County Council

Initial Contract and Framework Operation

This Framework will be established through the award of an initial contract, which will relate solely to the Dublin Agglomeration, and which will include the following NMBs and APAs;

- Dublin City Council (DCC)
- Dún Laoghaire Rathdown County Council (DLRCC)
- Wicklow County Council (WCC) (Part included within the agglomeration boundary)
- South Dublin County Council (SDCC)
- Kildare County Council (KCC) (Part included within the agglomeration boundary)
- Fingal County Council (FCC).

Dublin City Council will act as the Contracting Authority for this initial contract and will be responsible for the establishment and overall administration of the Framework Agreement.

While the initial contract will apply only to the Dublin Agglomeration, the Framework will be available for use by the full list of NMBs and APAs and also the LGMA, as detailed above.

The Round 5 Strategic Noise Mapping and Noise Action Plan services for the Dublin Agglomeration will be delivered under the initial contract managed by DCC. The successful tenderer will enter into a service contract with DCC and will be required to liaise and collaborate with the relevant local authorities and other stakeholders, as necessary.

Following the establishment of the Framework, participating NMBs and APAs or the LGMA may conduct their own Supplementary Request for Tender in accordance with the terms of the Framework Agreement. Any such Supplementary Request for Tender will be managed by the authority conducting that competition (i.e. NMB or APA or the LGMA), and the resulting service contract shall be entered into directly between the successful tenderer and the relevant authority, as appropriate.

DCC's responsibility for contract management will be limited to the framework agreement and the initial contract for the Dublin Agglomeration and any subsequent competitions that DCC may choose to conduct under the Framework. Each participating authority will be responsible for the management and administration of its own Supplementary Request for Tender and any resulting service contracts.

Scope of Services for Framework and Initial Contract for the Dublin Agglomeration

The 1st contract to be awarded under this Framework will relate solely to the Dublin Agglomeration. The scope of services covered by this Framework and 1st contract includes, but is not necessarily limited to, the following;

Phase 1 – Noise Modelling and Mapping

- Data Review, Collection and Processing for the Noise Model
- Processing of Road Traffic Data Sets and Preparation of Road Traffic Model for reference year 2026
- Noise Modelling and Preparation of Strategic Noise Maps for the following noise sources to a CNOSSOS-EU Methodology;
    - Road Traffic
    - Rail Traffic
    - Industry
- Population Exposure and Harmful Effects Assessment
- Preparation of Relevant Project Reports
- Stakeholder Engagement
- Publish Strategic Noise Maps and Support Contracting Authority with Public Engagement
- Reporting to EPA in line with EEA reporting requirements.

Phase 2 – Noise Action Plan

- Identification and review of Important Areas (IAs), Most Important Areas (MIAs) and Priority Important Areas (PIAs), in line with EPA Guidance
- Identification and Review of Potential Candidate Quiet Areas (PCQAs) and Candidate Quiet Areas (CQAs), in line with EPA guidance, including consideration of soundscape issues and assessment
- Noise Action Plan Preparation including;
    - Review of national policy and planning legislation & documents
    - Noise reduction measures
- Collaboration with NMBs and Stakeholders
- Screening for Strategic Environmental Assessment (SEA) and SEA (if required)
- Screening for Appropriate Assessment (AA) and Natura Impact Report (if required)
- Public and Stakeholder Consultation
- Reporting to the EPA in line with EEA reporting requirements.

General – Phases 1 & 2

- Project Meetings
- Deliverables and Documentation

- Project Management

The detailed specification for the services within the scope of the 1st contract is set out in Appendix B – Detailed Technical Specification.

Details of additional contracts under the Framework

The Framework may be used to award additional contracts through Supplementary Request for Tender during its term. Such Supplementary Request for Tender may be conducted by any participating authority that falls within the scope of the Framework (i.e. any designated NMB or APA or the LGMA).

Detailed specifications will be prepared for any subsequent contracts to be tendered as Supplementary Request for Tender under the framework but will cover scope of services similar and related to the above, the 1st contract and/or other similar noise/acoustic studies and evaluations relating to areas of high environmental noise exposure or quiet areas or soundscape assessments.

Additional contracts may include scope of services that cover all or any part of the scope of services set out above and cover other agglomerations (Cork or Limerick) or major road or major rail extents for any single NMB/APA or a combination of several NMBs/APAs.

All contracts awarded under the Framework shall be completed and awarded in accordance with the Framework Agreement, the Detailed Scope of Services for that Supplementary Request for Tender, and the procedures set out in Section 3.4 of this RFT.

Note: In addition, Dublin City Council reserves the right to award additional services linked to the initial contract where required to the successful framework member.

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

2.3 Detailed Specification of Requirements

This RFT establishes a Framework for the provision of consultancy services relating to the preparation of Strategic Noise Maps and Noise Action Plans for Round 5 of the Environmental Noise Regulations 2018–2021 [The Regulations], using the CNOSSOS-EU methodology.

The Framework will be available for use by the NMBs and APAs designated under the Regulations and the LGMA. The initial contract to be awarded under the Framework relates exclusively to the Dublin Agglomeration.

As detailed within this RFT, the scope of services for the initial contract is divided into the following phases:

- **Phase 1 – Noise Modelling and Mapping**
  (anticipated duration: approximately 12 months)
- **Phase 2 – Noise Action Plan Development**
  (anticipated duration: approximately 16 months)
- **General Requirements Applicable to Phases 1 and 2**

A Detailed Technical Specification has been prepared for the 1st contract with Dublin City Council and for the Dublin Agglomeration and is included in Appendix B – Detailed Technical Specification.

Tenderers seeking appointment to the Framework and award of the 1st contract must submit a tender addressing the requirements set out in Appendix B. Following assessment of the Selection Criteria, shortlisted tenderers will be evaluated in accordance with the Award Criteria set out in Section 5 of this RFT.

Section 5.3 of the Detailed technical Specification (Appendix B of the RFT) sets out details of the deliverables and timelines associated with each Phase and completion of the Dublin Agglomeration contract.

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;
- Start-up Meeting;
- Monthly Progress Meetings;
- Bi-Weekly Updates;
- Key Deliverable Meetings
- Meeting Admin
- Progress Reports

For further details, refer to Section 5 of the Detailed Technical Specification relating to the 1st contract to be awarded for the Dublin Agglomeration, as set out in Appendix B.

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	**Monday 23 November 2026**
Closing date for Queries	**Wednesday 16 December 2026** at 4:00 PM (Irish time)
Closing date for Receipt of Tenders	**Friday 8 January 2027** at 4:00 PM (Irish time)
Clarification / verification meetings (if anticipated)	[Q1, 2027]
Award decision	[March/April 2027]
Framework Agreement Commencement	[March/April 2027]

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 invites tenders for the establishment of a single-operator 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 single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.2 Duration of the Framework Agreement

The framework agreement will be for a period of two (2) years with the option to extend it for two separate one-year periods, subject to agreement with the Framework's Economic Operator.)

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

[Three Million Euro (€3,000,000)] 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 single-operator framework agreement, contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

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. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member 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 A.

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 Services 2021 and indicate their acceptance thereof as part of their tender submission.

A copy of the General Terms and Conditions for Services 2021 and the Framework Agreement Terms and Conditions can be found in Appendix A.

Tenderers should note that, where contracts are awarded under this Framework Agreement, the resulting Call-Off Contract shall be entered into using the applicable Terms and Conditions and Services Agreement of the NMB or APA or the LGMA, depending on who is issuing the tender. Each NMB or APA and the LGMA reserves the right to utilise its own standard form of services agreement and/or terms and conditions for the provision of the Services, subject to the requirements of this Framework Agreement.

For the avoidance of doubt Dublin City Council will take no responsibility for the award of any contracts between other contracting authorities and the successful framework member. Those contracting authorities will be responsible for all contractual arrangements including contract management, reporting, publication of award notices as per Government circulars, etc.

3.7 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period of twelve (12) months. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.8 Pricing

Tender prices shall remain valid for the first twelve (12) months from the date of submission.

The contract will include the following cost items;

1. Tendered lump sum from the Form of Tender for all services required to deliver the project, with separate sums for Phase 1 and Phase 2 as set out in

Section 2.2 above and in the Detailed Technical Specification (Appendix B to RFT).

2. Tendered provisional sums for works that may be required depending on the outcome of earlier screening processes for SEA and AA.

3. Tendered hourly staff rates taken from the Form of Tender.

Tendered rates shall be fixed for the first two (2) years of the framework agreement and will only be considered for review in consultation with appointed Dublin City Council personnel, any increases will not exceed inflation as per CPI.

For tender assessment purposes, the award criteria in relation to cost, as set out in section 5 of the RFT, will be taken as the Ultimate Cost for each tenderer and will comprise the sum of items 1, 2 and a notional sum obtained from notional hours for each staff member multiplied by the tendered staff rates in item 3. The notional hours to be used for this purpose are set out in the Form of Tender in the Tender Response Document (TRD).

Note: Contract Award will include tendered lump sum for both Phase 1 and Phase 2 and tendered staff rates, recognising that delivery of Phase 2 may need to overlap with Phase 1. However, commencement and progression of Phase 2 shall remain subject to the requirements of the Project and the satisfactory performance of the Services. The contract award will not include the provisional items, which shall only be instructed and awarded where initial screening confirms that such works are required. The notional sum will not form part of contract award and is only included for tender assessment purposes. The tendered prices and staff rates are fixed for the duration of both phases of the initial contract.

In addition to the tendered lump sum proposal, tenderers must submit a detailed breakdown (Cost Breakdown Structure) of their lump sum price in a suitable format such as Microsoft Excel Spreadsheet or equivalent. This should show a detailed breakdown of the project team inputs for each task required to complete the project including the provisional sum items which should be shown separate to the main tendered sum. The Contracting Authority has prepared a Work and Task Breakdown across the main project areas and by Phase 1 and Phase 2. The tenderer shall use and develop this breakdown to create their Cost Breakdown Structure. The Excel file is called "Dublin Agglom R5 SNM and NAP_Work Breakdown & Cost Schedule_Final.xlsx" and is included in Appendix F.

All prices quoted must be inclusive of all charges for all services to deliver the project and any duties, taxes or levies other than VAT.

All prices quoted to be exclusive of VAT.

The lowest cost valid tender will receive the maximum score achievable under the heading Ultimate Cost Score. 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 scheduled 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.

The invoicing schedule shall be in line with the following rules:

i. *50% of the fee for any key deliverable/task to be spread over the period up to the delivery of the draft Noise Maps / draft Noise Action Plan and to be invoiced monthly, subject to progress and approval with the contracting authority*
ii. *20% upon delivery of Draft Reports, Maps and other staged Deliverables*
iii. *30% upon delivery of Final Reports, Maps and other Deliverables.*

The Cost Breakdown Structure and project programme will be used to agree a schedule based on the rules set out above.

All invoices must be agreed with the Contracting Authority in advance before any invoice is raised or submitted. Invoices which have not been agreed in advance may be returned should the sums not be agreeable due to lack of progress or for any other reason and the Contracting Authority shall not be held responsible for delays in such circumstances.

These arrangements apply to Dublin City Council only.

Detailed invoicing arrangements will be agreed with the successful tenderer.

Please note – invoicing arrangements for other contracts under the framework agreement as tendered by the other contracting authorities will be set out in the Supplementary Request for Tender.

3.10 Review of Supplier Performance

The successful tenderer will be appointed for a probationary period of 6 months, during that time the supplier will be assessed based on various relevant criteria set out below. At the end of the 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 6 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.

The main criteria for measuring performance will include the following;

- mobilisation and completion of deliverables *in accordance with Economic Operators proposed schedule and contract timelines*,
- resource capacity,
- quality of deliverables, and
- collaboration and working relationships with the Contracting Authority and/or NMBs/APAs

It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

Note: Reference to contract in the above text shall be taken to mean "Framework Agreement" and performance review of the framework member shall be made on the basis of contracts partially or wholly delivered under the Framework at the time of the review. Where the review concludes unsatisfactory performance, the framework and/or any contracts awarded may be terminated in line with section 3.11 of the RFT. In such circumstances the Contracting Authority reserves the right to establish a framework with the tenderer who finished in second place, in accordance with Section 3.7 of this RFT, or undertake a new procurement competition.

In respect of the 1st Contract for the Dublin Agglomeration, which contains two phases as noted in section 2.3 of the RFT, the Contracting Authority reserves the right not to proceed with Phase 2 if performance during Phase 1, or following any review completed in accordance with this section of the RFT, is deemed to be unsatisfactory.

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 individuals 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.

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.

- Declaration of Bona Fides as per Article 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016.
- 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.
- 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 exceeds the minimum values set out below.
The areas of service or business that will be considered relevant in respect of turnover for this project are also set out below.

Area of Service / Business	**Average Annual Minimum Turnover over the past three years**
General Consulting: Traffic analysis, modelling and consulting; Noise & Acoustic modelling, studies and consulting; Data analysis and processing,	€1,250,000

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<tr><td>Environmental Studies, Public Consultation</td><td></td></tr>
<tr><td>Area of Service / Business</td><td><u>Annual</u> Minimum Turnover during <u>each</u> of the past three years</td></tr>
<tr><td>Noise & Acoustic Consulting: Noise modelling, studies and consulting</td><td>Tenderers must have a minimum turnover of €250,000 relating to Noise & Acoustic Consulting: Noise modelling, studies and consulting. Evidence of this may be required.
This amount is included in the above turnover of €1,250,000 (excluding VAT)</td></tr>
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Where submissions include Consortiums, Groupings or Sub-consultants, the combined turnover of the team can be relied upon to meet the minimum requirements. Where a member of the team has the skills, resources and expertise relevant to a particular service/business area then the turnover of that member must satisfy the minimum requirements set out for that service / business area.</td></tr>
<tr><td>Insurance</td><td>Confirmation of the following insurances being in place:
• Employer’s Liability - €13 million
• Public Liability - €6.5 million
• Product Liability - €n/a
• Professional Indemnity - €1.5 million
• Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination) - €n/a
• Cyber Liability - €2 million

Insurances provided by vendors must be authorised for this jurisdiction.</td></tr>
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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 the tender being considered inadmissible.

Managerial Resources

Tenderers must provide information which demonstrates access to the managerial personnel as indicated below who will be responsible for the delivery of the project and as outlined in the tender response document. Minimum requirement is a Tenderer response confirming staff member proposed for each position and number of years' experience working in relevant discipline/area. Staff CVs will not be assessed at this stage but will form part of the subsequent tender award criteria, see Section 5 of the RFT.

The minimum requirement will also include the provision of an organisational chart for organisation(s) included in the tender submission showing relevant departments, divisions and 3rd parties as applicable.

One staff member may be submitted to cover two skillsets; however, evidence of sufficient resources to service the framework and 1st contract must be demonstrated. In this regard, the proposed Project Manager shall not be permitted to cover any other role within individual contracts, and no staff resource shall be permitted to cover more than two roles. Where any of these conditions apply, this must be clearly identified in the tender response document. For any subsequent contract awarded under the framework, the tenderer may propose an alternative Project Manager, provided that the proposed staff demonstrates qualifications, experience and competence that are equivalent to or exceed those of the Project Manager originally submitted and approved under the framework.

These notes apply also to the Technical Resources Requirements listed below.

Position Required	**Minimum Requirements**
Project Director	12+ years experience
Project Manager	10+ years experience
Noise / Acoustic Engineer / Scientist Lead	8+ years experience
Noise Modeler Lead	8+ years experience
GIS Lead	5+ years experience

Technical Resources

Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.

Note: The requirements set out above and below for Managerial and Technical Resources are the minimum requirements for the purpose of tender evaluation to

establish the framework and for award of the 1st contract. The successful framework member will be required to demonstrate that they have sufficient resource capacity to deliver any future contracts to be awarded under the framework within their tender submission for those contracts and without negatively impacting on the delivery of any ongoing existing contracts already awarded. Where the Contracting Authority is not satisfied that the framework member has demonstrated the resource capacity for future call-off contracts, they reserve the right to complete those contracts through a separate competitive process.

Technical Resource Required	**Minimum Requirement**
Noise / Acoustic Engineers / Scientists	2
Noise /Acoustic Modelers	2
Traffic Engineers / Modelers	2
GIS / Draughting Technicians	2
Data Analysts	1
Environmental Scientists (SEA/AA)	1
Noise Modeling Software (Capable of running CNOSSOS – EU:2015)	Yes / No

Previous Contracts / Experience

Tenderers must provide information clearly demonstrating successful delivery of a minimum of three (3) and a maximum of six (6) reference contracts within the past six (6) years for previous comparable contracts / experience, involving the following features:

1. Noise modelling, mapping and population exposure assessment to EU methodologies or Equivalent.
2. Preparation of Noise Action Plans and Noise/Acoustic Studies
3. Analysis of traffic data and preparation of traffic model
4. Identification of Areas of High Environmental Noise Exposure and/or Quiet Areas including soundscape assessment
5. Strategic Environmental Assessment and Appropriate Assessment
6. Public Consultation

Each project does not need to demonstrate experience in all the above. However, the following minimum requirements must be demonstrated:

- Three (3) projects must demonstrate experience in noise modelling, mapping and/or noise action planning and studies

- One (1) project must demonstrate experience in traffic data/modelling
- One (1) project must demonstrate experience in SEA/AA and
- One (1) project must demonstrate experience of public consultation.

Where one reference contract presented by tenderers can satisfy experience across more than one of the minimum requirements as set out above, then that reference contract should indicate this. Tenderers shall ensure that they clearly indicate, within each of the reference tables in the TRD, which contract reference shall be considered to fulfil each of the minimum requirements. For the avoidance of doubt a minimum of three and a maximum of six contract reference tables must be completed even if one project is being used to satisfy more than one minimum requirement.

Tenderers must complete the reference contract table for each project submitted in the Tender Response Document providing details against each of the six features set out above where applicable for each project.

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

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

Minimum requirement is completion of TRD declaring that the tendering entities operate a relevant Quality Management System, i.e. ISO 9001 certified or equivalent certified by 3rd party or In-House System. Evidence of the same will be required as a condition of award and this will include evidence of ISO 9001 certification or equivalent or details of the In-House system.

Environmental Sustainability

Tenderers must complete the table in the TRD and provide a written statement setting out how they will, as part of the delivery of any contract under the Framework, reduce project environmental impacts through their methods of working and delivering the project. This can include reference to any environmental management

system in operation whether 3rd party certified or in-house. Minimum requirement is provision of written statement not to exceed 2 A4 pages setting out details including relevant procedures, systems, methods of operating etc in an environmentally sustainable manner.

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%
Resources: Project Team and Software	25%	2500	Applies to each sub-Criteria as well and overall

Title	Resources: Project Team and Software
Description	Tenderers must submit details of the proposed resources that will deliver the contract in accordance with (but not necessarily limited to) those requirements set out in section 4.3 above. This shall include; • Team Chart • Team CVs (max. 2 A4 pages per resource) • Complete the Dublin Agglom R5 SNM and NAP_Work Breakdown & Cost Schedule_Final.xlsx in Appendix F (to show resource allocation and breakdown across tasks) • Complete the Summary of CVs Provided table in the TRD. • Noise Modelling & Mapping Software One staff member may be submitted to cover two skillsets; however, evidence of sufficient resources to service the framework and 1st contract must be demonstrated. In this regard, the proposed Project Manager shall not be permitted to cover any other role within individual contracts, and no staff resource shall be permitted to cover more than two roles. Where any of these conditions apply, this must be clearly identified in the tender response document. For any subsequent contracts awarded under the framework, the tenderer may propose an alternative Project Manager, provided that the proposed staff demonstrates qualifications, experience and competence that are equivalent to or exceed those of the

	Project Manager originally submitted and approved under the framework. For all other roles evidence to demonstrate that the tenderer has sufficient resource capacity to deliver any future contracts without negatively impacting on any ongoing existing contracts will also be required before the tenderer will be permitted to accept future contract under the framework. Tenderers must provide clear details of which staff member is proposed for which managerial and technical role to ensure that the correct CV is evaluated. Staff proposed for managerial roles will not be considered when determining scores against technical resources. To ensure that resource allocation is clear tenderers must complete the Summary of CVs Provided table in the TRD document and also the Dublin Agglom R5 SNM and NAP_Work Breakdown & Cost Schedule_Final.xlsx spreadsheet (Appendix F) to provide details of roles, tasks and number of days on project for key personnel proposed. Tenderers must also provide details of the Noise Modelling and Mapping software tool they have available for use within the project. Tenderers must provide details (max. two A4 page submission) that confirm that the noise modelling software tool can deliver the CNOSSOS-EU methodology and the following general requirements: • *Compliance with Commission Directive (EU) 2015/996 (CNOSSOS-EU:2015) establishing common noise assessment methods according to Directive 2002/49/EC of the European Parliament and of the Council, as amended 2018 and 2020, (Note: aircraft noise is outside scope);* • *Certification to the requirements of ISO/TR 17534-4: 2020, Acoustics — Software for the calculation of sound outdoors —Part 4: Recommendations for a quality assured implementation of the COMMISSION DIRECTIVE (EU) 2015/996 in software according to ISO 17534-1;* • *Proven record of use in strategic noise mapping projects over1,000 km^2 in an area covering a population of over 100,000 people;* • *Means of calculating large areas in a seamless coherent manner which avoids discontinuity of results;* • *Compatibility with 3D datasets without compromising integrity of height data;*

	• *Quality assurance algorithms.*
	• *Utilisation or acceptance of conventional GIS datasets compliant with OGC data standards, therefore import/export, batch process proprietary and open GIS formats and export results data for use in GIS or publish images.*
	
	In summary the allocation of marks is as follows:
	
	• The split of the marks will be 1500 for the Managerial Resource and
	• 1000 for the Technical Resources
	  ○ 700 for staff, and
	  ○ 300 for the model software proposed.
	
	Each sub-criterion carries a requirement to achieved a minimum score of 50% of the maximum marks available.

Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks Required– 50%**
Understanding of the Framework Requirements	25%	2500	Applies to each sub-Criteria as well and overall
Title	Understanding of the Framework Requirements		
Description	Tenderers must submit a written submission setting out the Tenderer's understanding of relevant environmental noise legislation, the requirements of the contract, and their proposed approach to supporting the Contracting Authority in the successful implementation of the contract for each of the following items; 1. Model and Data Review, Process and Preparation for Noise Model (Technical Specification Section 3.1). This shall include each of the following; • Tenderer's understanding of the requirement to review the Round 4 strategic noise model and associated datasets and describe their proposed methodology for identifying, validating and implementing updates required for the Round 5. • Traffic (Road & Rail) data processing, including the review of R4 model against 2026 data sets, the development and validation of R5 traffic model datasets,		

preparation of CNOSSOS-EU input files, and methodologies proposed to address gaps or discrepancies in available traffic datasets.

- Propagation Model Data processing and how the tenderer shall prepare the data sets to create the propagation model including geometry, contours, break lines, building heights etc .

  - Item 1 not more than four (4) A4 pages
  - Maximum marks available 800

2. Creation of a CNOSSOS-EU model (Technical Specification Section 3.2) using the data sets provided (and/or other data sets as required), including detailed description of the input files and the model structure, i.e. infrastructure files, relevant noise sources files and propagation model, required to deliver the noise maps in accordance with the CNOSSOS-EU and the Detailed Technical Specification Requirements. The response shall include the tenderer's understanding of and approach to such aspects as correction factors for road surface types within Irish agglomerations, modelling approach for road junctions, modelling of rail and industry using data sets provided. The response shall include details of the specification of the noise model to be used together with details of how the noise modelling work will be delivered to meet the project timelines, including details of modelling approach proposed (i.e. hardware specification/approach, geographic split etc) and any innovative computational approaches to be used
   - not more than three (3) A4pages
   - Maximum marks available 800

3. Assessment of exposure to noise in line with the amended common noise assessment methods (Technical Specification Section 3.3). Tenderers shall demonstrate their understanding of the exposure assessment and harmful effects requirements in accordance with Directive (EU) 2020/367 and related EPA guidance, including population assignment methodologies, assessment of high annoyance (HA), high sleep disturbance (HSD), ischaemic heart disease (IHD), and the generation of reporting outputs required by the EPA and European Commission
   - not more than one (1) A4 page
   - Maximum marks available 250

	4. Tenderers shall demonstrate their understanding of the importance of stakeholder engagement and coordination requirements associated with implementation of the contract, including liaison with the EPA, Transport Infrastructure Ireland (TII), Iarnród Éireann (IE), other Noise Mapping Bodies where appropriate, and the Dublin Agglomeration Local Authorities. • not more than one (1) A4 page • Maximum marks available 250 5. Tenderer shall demonstrate their understanding of the importance of identifying areas of high environmental noise exposure and areas where environmental noise is considered to be good (Quiet Areas), this shall include their approach to the methodology for same taking into account the EPA Guidance and the relevant sections of the Detailed Technical Specification and shall consider the role that soundscape assessment and planning policy can play in these evaluations and the management of environmental noise within the development and implementation of the Noise Action Plan • not more than two (2) A4 pages) • Maximum marks available 400 In summary the Allocation of marks shall be as follows: Item 1 – 800 Item 2 – 800 Item 3 – 250 Item 4 – 250 Item 5 – 400 Each sub-criterion carries a requirement to achieved a minimum score of 50% of the maximum marks available.

Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks Required – 50%**
Detailed Project Methodology	20%	2000	Applies to each sub-Criteria as well and overall
Title	Detailed Project Methodology		
Description	1. Tenderers must submit a written proposal setting out their detailed methodology for the project to ensure that the services will be delivered in an effective and efficient manner and to the appropriate standard required by the		

	relevant legislation and the project detailed specification. The submission shall cover the entire project and be structured across both Phase 1 and 2 and include all of the services required by the legislation and detailed technical specifications. The submission shall break down the tasks required to deliver the project in sufficient detail and shall cross relate to the cost breakdown structure requested under cost Criterion D. • The methodology shall not cover more than six (6) A4 pages. • Maximum marks available 1600 marks 2. Tenderers must submit a project schedule showing how they will deliver the project and the timeframe for completion. The schedule must take into account key requirements set out in the project management section (Section 5.1) of the Technical Detailed Specification document. • Maximum marks available 400 marks In summary the Allocation of marks shall be as follows: The split of the marks available for this section will be 1600 for the methodology and 400 for the project schedule. Each sub-criterion carries a requirement to achieved a minimum score of 50% of the maximum marks available.

Criterion D	**Weighting**	**Maximum Marks**	**Minimum Marks**
Ultimate Cost	30 %	3000	NA
Title	Ultimate Cost		
Description	The Ultimate Costs, for tender assessment purposes, comprise the tender lump sum (with separate sums for Phase 1 and Phase 2) plus provisional sums of work that may be required depending on the outcome of earlier screening process plus a notional sum obtained from notional hours for each staff member multiplied by the staff rates tendered. The notional hours to be used for this purpose are set out in the Form of Tender in the Tender Response Document (TRD) (for further details, see Section 3.8 of this RFT Document). In addition to Tendered Fee Tenderers must also submit a Work/Cost Breakdown Structure as part of their proposal which		

	includes but is not limited to; the details of resources assigned, positions, estimated inputs, lump sum costs, overall cost and any other relevant information to clearly show the cost breakdown. The breakdown shall clearly show subtotal costs for each key task/activity, as well as project management costs, expenses and provisional items. A Task/Work Breakdown Structure has been provided with the Tender Documents and shall be used and modified by the Tenderers to reflect their resource requirements for the project, to submit a cost breakdown of their tender sum. Copy of Task/Work Breakdown Structure is included in Appendix F of the RFT.

NOTE 1: Tenderers should note that they must achieve a minimum rating of **50** % for criteria (A), (B), and (C) in order to avoid elimination from the competition. Please note that in relation to criterion (D – Ultimate Cost Criterion), tenders will be scored in inverse proportion to the maximum score, which will be allocated to the lowest cost valid tender not previously 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) OR there is a tie for any place on the framework agreement] 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***. *Resources: Project Team and Software*" 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 below until such time as a MEAT tender can be determined:

Order of Tie Break Evaluation Criteria*:
1. **A. [Resources: Project Team and Software – based on overall score]**
2. **B. [Understanding of the Framework Requirements – based on overall score]**
3. **C. [Detailed Project Methodology – based on overall score]**

4. **D** Ultimate Cost

In the unlikely event of the rules set out above failing to determine a MEAT tender, the preferred Tenderer shall be selected on the basis of random selection. In such circumstances, 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.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	**B**
Maximum Points available for Cost	3000
Formula employed	$\frac{3000 \times \mathbf{A}}{\mathbf{B}}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.

Less than 50% is unacceptable

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

5.3 Clarification / Verification Meetings

Award of contract/membership of the framework agreement 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 in light of the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

INSTRUCTIONS FOR 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 for this Framework Contract .

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.

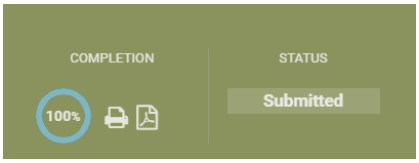
Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

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 **Friday 8 January 2027** at **[4:00 PM]** (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 **Wednesday 16 December 2026** at **[4:00 PM]** (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 on the tender form. Where a discrepancy arises between any figure submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

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 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 dispatched 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 requests 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.