

***Dublin City Council***

**INVITATION TO TENDER  
FOR THE ESTABLISHMENT OF A MULTI-OPERATIVE FRAMEWORK AGREEMENT  
FOR A CREDIT CONTROL SERVICE PROVIDER**

**Open Procedure**

**Date: 20<sup>th</sup> December 2018**

**Closing date: 24<sup>th</sup> January 2019 at 12:00 noon**

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

## 1. INTRODUCTION

Dublin City Council is the largest Local Authority in Ireland, employing approximately 5,600 staff. The 2018 Revenue Budget amounts to € 917.4 million for 2018, while the three year Capital Programme 2018 to 2020 amounts to €1.66b.

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

The Local Enterprise Office Dublin City (LEO Dublin City) is a section within Dublin City Council that promotes businesses in the city and provides a range of supports to micro enterprises with 1-10 employees in the city and people thinking of starting their own business. The main supports are information, training, mentoring, business networks and financial supports for certain type of businesses.

LEO Dublin City is co-funded from the Irish Government, the EU Structural Funds 2014-2020 and the European Regional Development Fund 2014- 2020.

### LEO DUBLIN CITY CREDIT CONTROL – Background Information

The Local Enterprise Office (LEO) provide a range of financial supports designed to assist with the establishment and/or growth of enterprises (limited company, individuals/sole trader, cooperatives and partnerships) employing up to ten people.

These include:

- [Feasibility/Innovation Grants](#)
- [Priming Grants](#)
- [Business Expansion Grants](#)

The priming and business expansion grant assistance to micro-enterprises, part of these grants may have a repayable element. The refundable element is referred to as Refundable Aid (RA), which is repayable by the client. The Feasibility/Innovation Grant does not have a repayable element.

A Refundable Aid Debt arises where grants approved by the LEO Evaluation and Approval Committee have a refundable element supported by an agreement which sets out the repayment

rate and schedule, due to be repaid. Clients who are experiencing financial difficulties may seek to have their RA balance repayments scheduled modified, balances written down or written off.

Dublin City Council has an established Refundable Aid Debtors ledger where the Refundable aid debtors' balances and RA debtor transactions are recorded.

Refundable Aid Reports from the Dublin City Council Financial Management System (Oracle) records information in respect of:

- Repayment of Refundable Aid (Receipts)
- New Refundable Aid Balances
- Refundable Aid Balances written off

The information provide in the Oracle Refundable Reports are recorded on a Grant Management Information System (GMIS). The Oracle Refundable Debtors report should be reconciled to the GMIS database.

## **2. SCOPE OF FRAMEWORK AGREEMENT**

Dublin City Council proposes to establish a Framework Agreement for an external Credit Control Service Provider for the Local Enterprise Office (LEO) Dublin City. The period of the established Framework Agreement will be for one (1) year initially, with an option to extend annually for up to three (3) years, at the sole discretion of Dublin City Council, subject to a maximum of four (4) years in total, subject to satisfactory performance, continued business needs and budget constraints. Indicative commencement of service date is February 2019.

## **3. OPERATIONS OF THE FRAMEWORK**

A maximum of three (3) service providers, subject to that number qualifying under the terms of the tender, will be admitted to the Framework.

The Framework Agreement will operate as follows:

- Tenders to be evaluated will be ranked 1 – maximum number on Framework for the programme period.
- Tenderer ranked 1st will have first option for all business for the duration of the programme (1 year with option to extend annually for up to 3 years, subject to maximum of 4 years). If tenderer ranked 1st is unable to meet requirements as stated, the cascade method will be used - i.e. 2<sup>nd</sup> ranked tenderer will be consulted, followed by 3<sup>rd</sup>.

Admission to the Framework does not guarantee the award of any contract to any economic operator.

Dublin City Council reserves the right to terminate this contract award process and/or the Framework Agreement at any time at its sole discretion. Dublin City Council will not be responsible for any costs incurred by tenderers in the tendering process.

#### **4. ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT**

The estimated value of the framework agreement is €117,000 maximum (excl. VAT) over the possible lifetime of the agreement (four (4) years). It is envisaged that the successful service provider will provide services on a one day per week basis.

Tenderers must understand that this is an indicative estimate only and that there is no guarantee of any expenditure under the framework agreement. Please also note that;

- If a tender appears abnormally low, Dublin City Council reserved the right to request the tenderer to provide written details of constituent elements of the tender.
- Tenders received in excess of the estimated total value of the framework agreement of a maximum of €117,000 (excl. VAT) over the possible lifetime of the four (4) years agreement will be deemed disqualified.

#### **5. SPECIFICATION OF REQUIREMENT**

Dublin City Council is tendering for an external Credit Control Service Provider for the Local Enterprise Office (LEO) Dublin City. The requirement is for one service day per week.

The programme described below may be subject to alteration as necessary and tenderers should make recommendations for further activities as considered necessary.

All work will be carried out as per the terms of the LEO Dublin City process documents covering the administration and collection of payments as per Refundable Grant Aid contracts.

- a. To monitor and streamline a process for the communication, administration and collection of information and funds from 'Debtors' who are in receipt of funds from LEO – Dublin City Refundable Grant Aid
- b. To compile all necessary reports by category and status as required by Head of Enterprise of the Local Enterprise Office Dublin City to assess the progress of the project
- c. The Service Provider will be given data relating to the relevant 'Debtors' and any problematic or Aged cases will be prioritised
- d. To follow up with current defaulters and secure agreed action from the client. The action will either be agreement to commence or recommence repayments or an application for deferral of repayments to a later date.
  - i. Any application for deferral of repayments must be accompanied by a formal request and will be examined to verify the circumstances and the proposed deferral, this may include analysis of Full Annual Financial Accounts/Management Accounts/CRO documents and possible referral to LEO Mentor to assess the situation
  - ii. Agree a revised payment plan in the event the client is not in a position to meet monthly/quarterly instalments. (While the LEO – Dublin City cannot renegotiate the amounts outstanding, the Service Provider will be given authority to arrange a more flexible payment plan with the client),.

- iii. Clients who are in a position to repay the grant but continue to default will be pursued with all necessary vigour as per the terms of the individual Contracts entered into with LEO Dublin City
- iv. In the event of the cessation of operations of any particular 'Debtor' the service provider will research and verify in order to confirm Liquidation and realisation of assets, if relevant, and propose any potential Bad Debt Write Off's to the Head of Enterprise for approval through the necessary channels
- v. In cases where repayment is unlikely, prepare a cost / benefit analysis and recommendation to the Head of LEO for pre-approval in advance of submission to the Evaluation and Approvals Committee /Enterprise Ireland Investment Committee.
- vi. Make recommendations to the Head of LEO where a visit from a Business Advisor/Mentor may assist the growth and development of the business
- vii. Keep a record of the audit trail on the clients file so as to show due diligence on the part of the Local Enterprise Office – Dublin City
- viii. Assist with Quarterly and End Year Debtors Reports and Client Receipts
- ix. Update Grant Maintenance System (GMIS) with refundable aid (RA) receipts on a monthly basis. The GMIS is the national system for recording grant and programme information for LEOs. The information confirms the grant process from client application to final payment.
- x. Reconcile the GMIS with the City Council Oracle Finance System
- xi. Monthly Monitoring Reporting

## **6. SERVICE DELIVERY**

It is envisaged that this work will take place during pre-arranged days of attendance with access to necessary files and information. While the majority of work can take place in the LEO Dublin City Offices, Dublin City Council H.Q., site visit to the client's premises may be necessary on occasions.

It is anticipated that this work will take place on one day per week. However, in order to accommodate leave and other such absences a schedule will be agreed with the dedicated LEO Account Manager.

Dublin City Council recognises that demands on the service are continually evolving and may require additional hours from time to time.

### **Meeting Frequency**

The success of the programme will be continually monitored by the LEO Dublin City Office. It is envisaged that the programme will entail a monthly meeting in a suitable location, excluding August. Cost for meeting will be met by LEO Dublin City.

Changes may be made at any time to any part of the Credit Control programme being provided subject to agreement by the Head of Enterprise, LEO Dublin City or appointed nominee.

### **Targets**

A target of the successful Credit Control Service Provider will be to achieve target of 42% of the annual outstanding balances but not less than 38% to be collected. Regular monitoring and reporting on targets will be required. Ongoing targets will be agreed with the successful tenderer.

Achievement of the targets outlined above will be reviewed at six monthly intervals.

### **Reporting**

A report must be finalised each month and e-mailed to the Head of LEO Dublin City and / or a person nominated by the Head of LEO Dublin City. The specifics of the information to be contained within the report will be agreed with the successful Credit Control Service Provider. A monthly credit control review meeting will take place.

An End of Year report must be completed and discussed with Head of Enterprise and/or LEO Official nominated by Head of LEO Dublin city no later than 2<sup>nd</sup> week in January. The specifics of the information to be contained within the report will be agreed with the successful Credit Control Service Provider.

## **7. ACCOUNT MANAGEMENT**

Dublin City Council will require the successful Credit Control Service Provider to act as the dedicated account manager for the duration of the contract. The Account Manager will be responsible for the relationship with Dublin City Council and will be responsible for dealing with any Account related issues which may arise during the contract period.

## **8. INVOICING**

Invoices shall be submitted on a monthly basis for all costs incurred in the preceding month, unless otherwise agreed. Payments will only be made on receipt of a satisfactory report and continued tax clearance.

All official invoices must quote a Dublin City Council purchase order number. Any invoices which do not quote the relevant order number(s) will be returned to the supplier to be amended.

## **9. REVIEW OF SUPPLIER PERFORMANCE**

The successful Credit Control Service Provider will be appointed for a probationary period of six (6) months; during that time the performance will be assessed based on delivery of contract in keeping with contract requirements as set out in this tender. At the end of the six (6) months probationary period, the contract shall either be allowed to continue, if performance has been satisfactory, or terminated if it has not and Co-ordinator shortcomings cannot be addressed.

In the event that the contract is continued, the contract shall be subject to a further official review every six (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 compliance with all stated evaluation and award criteria in this competition) – see section 11.

The successful Credit Control Service Provider performance will however be continually monitored over the term of the contract. Quality of service and delivery of each element on schedule and adhering to agreed costings, will be the main criteria for measuring performance. It is expected that the successful tender(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

## **10. PRICING**

Tenderers are required to complete **Form of Tender (Appendix III)**. It should be noted that the Form of Tender must include all costs associated with the coordination of the programme. Tenders shall remain firm for a period of 12 months from date of submission of tender.

## 11. SELECTION AND AWARD CRITERIA

### 11.1 Selection Criteria

Dublin City Council is using the OPEN procedure for the award of this contract. 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 their eligibility, tenderers are required to satisfy the following requirements:

<b><u>Financial and Economic Capacity</u></b>	
<b><u>Article 57 Declaration</u></b>	<b>Scoring</b>
<b><u>Criterion: Eligibility Requirements</u></b> Rule: Must complete and sign the EU Declaration Form attached with this notice confirming if any of the situations listed in Article 57 of the Public Sector Directive 2014/24/EU applies to the tenderer. Tenderers may be excluded from participation based on the responses made in the declaration. (Appendix I)	Pass/Fail
<b><u>Tender Budget</u></b>	
<b><u>Criterion: Eligibility Requirements</u></b> Rule: Tenders received in excess of the estimated total value of the framework agreement of €117,000 excl. VAT over the lifetime of the agreement four (4) years will be deemed disqualified	Pass/Fail
<b><u>Statutory Obligations Declaration</u></b>	
<b><u>Criterion: Eligibility Requirements</u></b> Rule: Must complete and sign the Statutory Obligations Declaration Form attached with this notice. Tenderers may be excluded from participation based on the responses made in the declaration. (Appendix II)	Pass/Fail
<b><u>Tax Clearance</u></b>	
<b><u>Criterion: Tax Clearance Certificate</u></b> Rule: Must submit a signed statement that the company/sole trader and all proposed sub-Contractors (if applicable) are able to produce a valid Tax Clearance Certificate in compliance with Circular (43) 2006 (or as amended) and that the certificate will be maintained for the duration of the contract and will be on a 12 month basis. <b><u>OR</u></b> Must submit a valid Tax Clearance Certificate as stated above.	Pass/Fail



<b><u>Tax Clearance Certificate - Self Declaration</u></b>		<b>Please confirm YES/NO</b>						
<p><b>(A) I confirm and declare having a current and valid Tax Clearance Certificate in place and our tax affairs are in order.</b></p> <p>The Contracting Authority can verify your tax clearance status through Revenue's online facility at <a href="https://www.revenue.ie/itp/view.jsp">https://www.revenue.ie/itp/view.jsp</a>. To this end, please confirm:</p>								
<b>OR</b>	<table border="1"> <tr> <td>Do you grant the Contracting Authority permission to verify your tax cleared position online?</td> <td></td> </tr> <tr> <td>Registration Number (as shown in your Tax Clearance Certificate) <b>Or</b> Your Tax Clearance Access Number</td> <td></td> </tr> <tr> <td>Certificate Number (as shown in your Tax Clearance Certificate) <b>Or</b> Tax Reference Number</td> <td></td> </tr> </table>		Do you grant the Contracting Authority permission to verify your tax cleared position online?		Registration Number (as shown in your Tax Clearance Certificate) <b>Or</b> Your Tax Clearance Access Number		Certificate Number (as shown in your Tax Clearance Certificate) <b>Or</b> Tax Reference Number	
	Do you grant the Contracting Authority permission to verify your tax cleared position online?							
	Registration Number (as shown in your Tax Clearance Certificate) <b>Or</b> Your Tax Clearance Access Number							
Certificate Number (as shown in your Tax Clearance Certificate) <b>Or</b> Tax Reference Number								
<b>(B) I confirm that I have applied for a Tax Clearance Certificate which will be made available on request</b>								
<b><u>Turnover and Profitability</u></b>								
<p><u>Criterion: Turnover during the past three financial years</u></p> <p>Rule: Must submit a statement confirming that your turnover exceeded €20,000 in any of the last three financial years, or pro-rata if more recently established, and that you will provide evidence of turnover and other financial information promptly on request at any time prior to the award decision being made.</p>		Pass/Fail						
<b><u>Turnover - Self Declaration</u></b>		<b>Please confirm YES/NO</b>						
I confirm that our turnover exceeded €20,000 in any of the last three financial years, or pro-rata if more recently established.								
I confirm that I will provide evidence of turnover and other financial information promptly on request at any time prior to the award decision being made.								
<b><u>Bank details</u></b>								
<p><u>Criterion: Bank Details</u></p> <p>Rule: Must submit statement confirming that your company/sole trader holds a bank account and that you are presently in good standing with your bank.</p>		Pass/Fail						
<b><u>Bank Details - Self Declaration</u></b>		<b>Please confirm YES/NO</b>						
I confirm that the company/sole trader holds a bank account and that we are presently in good standing with our bank.								
I confirm that I will submit bank details (bank name and branch, and details of main contact) on request at any time prior to the award decision being made.								

<b><u>Insurances</u></b>	
<p><b>Criterion: Insurances</b>  <b>Rule: Must submit statement confirming that your company/sole trader has the following insurances in place:</b>          Public Liability, Employer's Liability, and Professional Indemnity (where appropriate)          Dublin City Council generally requires cover of:          € 2.6 million in respect of public liability          €13 million in respect of employer's liability          €1 million Professional Indemnity  <b><u>OR</u></b>          Must submit a statement confirming that should you be awarded the contract, you are willing and able to raise your insurance cover to these levels (in cases where the existing cover levels are lower) and that you will maintain these levels for the duration of the contract.</p>	Pass/Fail
<b><u>Insurances</u></b>	
<b><u>Insurances - Self Declaration</u></b>	<b>Please confirm YES/NO</b>
<b>(A) I confirm that we have the following insurances in place:</b>	
• Public Liability - €2.6 million	
• Employers Liability - €13 million	
• Professional Indemnity - €1 million <b>OR</b>	
<b>(B) I confirm that if successful I will be in a position to put the required forms and levels of insurances required for the contract in place.</b>	
<b>I confirm that I will provide the following promptly on request at any time prior to the award decision being made:</b> <ul style="list-style-type: none"> <li>evidence of insurances in place or</li> <li>letter from Insurance Broker confirming that the required levels could be put in place if successful</li> </ul>	
<b>Declarations must be signed by a duly authorised officer.</b> I hereby declare that the above is an accurate and complete Declaration of Financial and Economic Capacity on the part of my firm in relation to this tender competition. I undertake to inform the Contracting Authority of any changes to this Declaration which may arise prior to the award of contract.	
<b>Signed :</b>	
<b>Name :</b>	
<b>Position :</b>	
<b>Date :</b>	

**Notes:**

Tenderers may also satisfy the Financial and Economic Capacity Criteria by submitting a European Single Procurement Document (ESPD) completed in accordance with EU Regulation 2016/7.

<b>Technical Capacity</b>	<b>Scoring</b>
<u>Criterion: Previous Contracts</u> Rule: Must submit details of successful delivery of at least 1 similar type contracts of a similar size and scale by the tenders within the last 4 years. Details should include a description of the contract in question, when it was delivered, the value of the contract, the precise services supplied and how the contract is managed.	Pass/Fail
<u>Criterion: Client References</u> Rule: Must submit contact details of 1 client that may be contacted on a confidential basis in relation to these contracts to confirm satisfactory delivery of the contracts must be submitted. Details should include names, addresses, and telephone numbers.	Pass/Fail
<u>Criterion: Health &amp; Safety systems in place</u> Rule: Must submit a statement that all required Health & Safety systems are in place in accordance with Irish legislation.	Pass/Fail
RESULT – QUALIFIED OR ELIMINATED FROM DETAILED TENDER EVALUATION	<b>QUALIFIED/ ELIMINATED</b>

**Notes:**

- ***Only tenderers meeting the above qualifying criteria will be considered for inclusion in the award process.***
- ***If a tenderer proposes to use or rely on the financial resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of these links may be, then it must establish that it shall have available to them, the financial resources of those entities or undertakings which are necessary for the performance of the contract.***

## **11.2 Award Criteria**

The contract will be awarded on the basis of the most economically advantageous tender in accordance with the following award criteria and weightings:

	<b>Award Criteria</b>	<b>Maximum Score Available</b>	<b>Minimum Score Required</b>
A	Expertise and Qualifications of the proposed Credit Control Service Provider including full CV of key personnel proposed to provide the service outlining relevant expertise	6000	3600
B	Ultimate Cost	4000	Not Applicable

Award of contract may be subject to a presentation and clarification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

#### Minimum Rule

**NOTE 1:** *Tenderers should note that they must achieve a minimum rating of 60% in Award qualitative criteria (A) in order to avoid elimination from the competition. Please note that in relation to criterion (B), 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.**

*Criterion A – Expertise and Qualifications of the proposed Credit Control Service Provider including full CV of staff proposed to provide the service outlining relevant expertise*

Tenderers should provide sufficient information to enable Dublin City Council to assess their offer under this criterion including educational and professional qualifications, expertise of the staff proposed to work on the contract. Demonstrate expertise in this area. Demonstrate skills necessary to carry out the role of Credit Control Service Provider. **Tenders must submit a CV and maximum of three (3) A4 pages.**

#### *Criterion B - Ultimate Cost*

Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender (Appendix III). Please note details as outlined in Section 3 above.

*Ultimate Cost (UC) is calculated as follows:*

<b>UC Score of Tender under evaluation</b>	=	$\frac{\text{Lowest UC Responsive Valid Tender}}{\text{UC of Tender under evaluation}} \times$	<b>Maximum Number of Marks Available for UC</b>
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## **INSTRUCTIONS TO TENDERERS**

### **1. 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.

### **2. 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 message facility on [www.etenders.gov.ie](http://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.

### **3. Closing Date and Time for Receipt of Tenders**

The deadline date for receipt of Tenders is **24<sup>th</sup> January 2019 @ 12 noon (Irish time)**.

### **4 Queries**

All queries regarding this tender or process must be submitted through the Irish Government Procurement Opportunities Portal [www.etenders.gov.ie](http://www.etenders.gov.ie) (RFT ID: 144127) as a specific question.

Responses will be circulated to those tenderers that have registered an interest in this notice on [www.etenders.gov.ie](http://www.etenders.gov.ie). The details of the person making a query will not be disclosed when circulating the response.

All queries must be submitted before **14<sup>th</sup> January 2019 @ 12 noon** to enable issue of responses to all interested parties

### **5. Qualification of Tenders**

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

### **6. Tender Submission**

Submissions must be sent via the eTenders website, electronic postbox facility **ONLY**.

Please note that the eTenders electronic postbox facility closes at the stated date and time precisely. Please ensure that you allow adequate time for uploading your documentation onto the eTenders post box facility.

It is the responsibility of Tenderers to use the postbox correctly, which includes taking responsibility for the upload of documents.

Please refer all postbox submission queries to eTenders directly (+353 21 243 9277). The Contracting Authority will not be responsible if a supplier 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, Tenderers are kindly requested to submit a single attachment inclusive of the completed questionnaire(s) and all related appendices.

Suppliers should note the following when making their submission:

- To enable submission of multiple documents concurrently, download and install the 'Upload Manager ActiveX' facility to your eTenders user profile.
- When using the 'Upload Manager' facility do not use the 'Schedule' option.
- Instead, use only the 'Upload' option, which will enable monitoring of the upload.
- Suppliers who do not use the Upload Manager can upload individual files, however please ensure to allow sufficient time for upload.
- There is a maximum upload limit of 2GB per file. Documents larger than this should be divided into smaller files prior to upload.
- In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting a response, the response may be modified and re-submitted as many times as may be necessary until the RFT deadline has expired.
- Suppliers should be aware that the "Submit Response" button will be disabled automatically upon the expiration of the response deadline.
- Suppliers must ensure that they give themselves sufficient time to upload and submit all required documentation before the submission deadline. Suppliers should take into account the fact that upload speeds vary.
- Should you experience difficulty when uploading documents please contact the eTenders Support Desk for technical assistance. Email [etenders@eu-supply.com](mailto:etenders@eu-supply.com) or Telephone: 353 (0) 21 243 92 77 (09:00am – 17:30pm GMT).

The Tenderer is fully responsible for the safe and timely delivery of the Tender.

**Emailed, faxed or late tenders cannot be considered.**

#### **7. Extension of Tender Period**

Dublin City Council reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to Tenderers before the original closing date.

#### **8. Modifications to Tenders prior to the Closing Date for Receipt of Tenders**

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted before the closing date for receipt of tenders.

#### **9. 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.

#### **10. 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.

#### **11. Currency**

Tender prices must be submitted in Euro only. All invoices and payments will be in Euro only.

#### **12. 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.

### **13. Conflict of Interest**

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to Dublin City Council. Any declarable interest involving the tenderer and employees of the Council or their relatives must be fully disclosed in the response to this tender competition. The term 'declarable interest' shall be interpreted as per section 175 of the Local Government Act, 2001. 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.

### **14. Freedom of Information Act**

Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to Dublin City Council's obligations under law, including (if applicable) the provisions of the Freedom of Information Act 2014. The Tenderer will agree that, should it wish any confidential information supplied by it to Dublin City Council not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. Dublin City Council will consult with the Tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, Dublin City Council will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with Dublin City Council or as set out in the Freedom of Information Act 2014.

## **15. Data Protection Act**

Each of the parties shall ensure compliance with the Data Protection Acts 1988 and 2003 and shall ensure to adopt privacy by design as a default approach to ensure compliance with the General Data Protection Regulation which will come into force on 25 May 2018. Service settings must be automatically privacy friendly and take account of privacy considerations from the outset. Tenderers shall hold confidential any and all data provided to them for any reason whatsoever

## **16. Tax Clearance Certificate**

It will be a condition for award of the contract that the successful tenderer(s) can promptly produce a current Tax Clearance Certificate. See Irish Revenue web site <http://www.revenue.ie/>

Tenderers submit a signed statement that the company/sole trader and all proposed sub-Contractors (if applicable), or consortium members (if applicable), are able to produce a valid Tax Clearance Certificate in compliance with Circular (43) 2006 as amended or replaced and that the certificate will be maintained for the duration of the contract and will be on a 12 month basis. **OR** Must submit a valid Tax Clearance Certificate as stated above.

## **17. Irish Legislation**

Tenderers should be aware that national legislation applies in matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. All relevant aspects of such legislation must be observed at all times by the successful tenderer.

## **18. 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.

## **19. 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.

## **20. Correction of Errors**

Where there is a discrepancy between amounts in figures and words, the amount in words shall apply.

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 will normally govern.

The amount stated in the tender form will be adjusted by Dublin City Council 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 shall have their tender rejected.

The above procedure shall be binding upon the tenderer and a tenderer not accepting the correction of their tender as described above shall have their tender rejected.

## **21. Change in the 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.



## **22. Interference**

Any effort by the tenderer to unduly influence Dublin City Council, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

## **23. Inducements to Purchase**

Dublin City Council shall be entitled to terminate any contract and to recover from the service provider the amount of any loss resulting from such termination in the following circumstances:

- 23.1 if the supplier has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement or any other contract with Dublin City Council, or showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Client, or
- 23.2 if like acts have been done by any other person employed by the supplier or acting on its behalf (whether with or without the knowledge of the supplier).

## **24. Notification of Tender Evaluations**

Following tender evaluation all tenderers will be informed formally of the outcome in accordance with EU procurement law requirements (where applicable).

## **25. Award of Contract**

In accordance with the procurement regulations Dublin City Council will not award the contract for a period of at least 14 days (where notification is sent via electronic means) or 16 days (if notification is sent by other means) after notification of the outcome is sent to tenderers.

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

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

## **26. Payment**

All quotations and terms of payments shall be in Euro only. Payment for any orders will be on foot of invoices for each completed part of order and made only after delivery and inspection. The Council undertakes to make all payments solely under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012. Invoices should be forwarded to the "Bill To Address" on the purchase order and quote the purchase order number. Invoices that do not contain a purchase order number will be returned to the supplier unpaid. Detailed invoicing arrangements will be agreed with the successful supplier(s)/service provider including arrangements for staged payments.

## **27. Award to runner up**

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the contracting authority considers that the successful tenderer has not met its obligations, the contracting authority reserves the right to award the contract to the next highest scoring tenderer on the basis of the terms advertised. 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.

## **28. 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.

## **29. Consortia and Prime/Subcontractors**

Where a group of undertakings submit a tender in response to this contract notice the Contracting Authority will deal with all matters relating to this public procurement competition through the entity which will carry overall responsibility for the performance of the contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out:

- a. The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company/sole trader registration number (where applicable), telephone and e-mail contact details;
- b. The names of all subcontractors and/or consortium members who will be involved in the provision of the contract;
- c. A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- d. The name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact person authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this public procurement competition has been completed or terminated. Correspondence from any other person (including from any other subcontractor and/or consortium member) will not be accepted, acknowledged or responded to.

Tenderers should note that the information contained in this document is not exhaustive and is without prejudice to the applicable national and EU law.