***Insert School Logo***

***Insert School Name***

***School Roll Number:***

**INVITATION TO TENDER**

**Open Procedure**

|  |  |
| --- | --- |
| **Contract for** | **The provision of Catering Services under the School Meals Scheme to “Insert School Name and Roll Number”** |
| **Procedure** | **Open Procedure** |
| **Publication Date** | **“insert date”** |
| **Closing Date for Queries** | **15:00hrs, “insert date”** |
| **Contact for Queries** | [**eTenders**](https://www.etenders.gov.ie/epps/home.do) |
| **Mandatory Site Visit Dates** | **“insert date”, By Appointment Only** |
| **Tender Deadline** | **15:00hrs, “insert date”** |
| **Presentation Meetings** | **Week commencing “insert date”, By Appointment Only** |
| *Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal* [*www.etenders.gov.ie*](http://www.etenders.gov.ie) *. Registration is free of charge and there is no charge for documents.* *Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.* |

**TABLE OF CONTENTS**

[1. Disclaimer 5](#_Toc181276772)

[2. Summary 5](#_Toc181276773)

[3. Overview of the School 6](#_Toc181276774)

[4. Scope of Contract 6](#_Toc181276775)

[4.1 Specification of Requirements for “Insert School Name” 7](#_Toc181276776)

[4.1.1 Food, Menus, Pricing and Promotion 8](#_Toc181276777)

[4.1.2 Pre-ordering & Delivery System 10](#_Toc181276778)

[4.1.3 Healthy Eating Policy 11](#_Toc181276779)

[4.1.4 Schools Meals Programme 11](#_Toc181276780)

[4.1.5 Contract Management 14](#_Toc181276781)

[4.1.5.1 Reporting 14](#_Toc181276782)

[4.1.5.2 Invoicing 15](#_Toc181276783)

[4.1.6 Catering for Meetings e.g., staff, social events, visitors 15](#_Toc181276784)

[4.1.7 Kitchenette / Canteen Areas 15](#_Toc181276785)

[4.1.8 Opening Hours 17](#_Toc181276786)

[4.1.9 Heat, Light, Gas and Water 17](#_Toc181276787)

[4.1.10 STAFF & TUPE / Acquired Rights 18](#_Toc181276788)

[4.1.11 Replacement Personnel 19](#_Toc181276789)

[4.1.12 Access 19](#_Toc181276790)

[4.1.13 Compliance with Statutory & Contracting Authority Policies, Health Safety Policy / Child Protection /Garda Vetting etc 20](#_Toc181276791)

[4.1.14 Account Manager 20](#_Toc181276792)

[4.1.14.1 Management Information Reporting 21](#_Toc181276793)

[4.1.14.2 Price Protection 21](#_Toc181276794)

[4.1.15 Cleaning 21](#_Toc181276795)

[4.1.16 Environmental Waste Disposal 21](#_Toc181276796)

[4.1.17 Review of Supplier Performance 22](#_Toc181276797)

[4.1.18 Duration of the Contract 23](#_Toc181276798)

[4.1.19 Contract Termination 23](#_Toc181276799)

[4.1.20 Award to Runner Up 23](#_Toc181276800)

[4.1.21 Compliance with the Terms and Conditions 24](#_Toc181276801)

[5. Selection Criteria 24](#_Toc181276802)

[5.1 Selection Criteria 24](#_Toc181276803)

[5.1.1 Site Visit 24](#_Toc181276804)

[5.1.2 General Information relating to the Tenderer 25](#_Toc181276805)

[5.1.3 Legal Compliance 25](#_Toc181276806)

[5.1.4 Economic and Financial Capacity 25](#_Toc181276807)

[5.1.5 Technical and Professional Capacity 26](#_Toc181276808)

[6. Award Criteria 30](#_Toc181276809)

[6.1 Criteria Applying to this contract 31](#_Toc181276810)

[6.2 Methodology for calculating scores for Criterion A, B and C 34](#_Toc181276811)

[APPENDIX 1: INSTRUCTIONS TO TENDERERS 36](#_Toc181276812)

[(a) Tender Compliance and Submission Requirements 36](#_Toc181276813)

[(b) Queries and Clarifications 37](#_Toc181276814)

[(c) Sufficiency & Accuracy of Tender 38](#_Toc181276815)

[(d) Qualification of Tenders and Referential Bids 38](#_Toc181276816)

[(e) Extension of Tender Period 38](#_Toc181276817)

[(f) Modifications to Tenders prior to the Closing Date for Receipt of Tenders 38](#_Toc181276818)

[(g) Tendering Costs 38](#_Toc181276819)

[(h) Tender Validity Period 39](#_Toc181276820)

[(i) Currency and Payments 39](#_Toc181276821)

[(j) Confidentiality 39](#_Toc181276822)

[(k) Conflict of Interest 40](#_Toc181276823)

[(l) Freedom of Information 40](#_Toc181276824)

[(m) Tax Clearance 40](#_Toc181276825)

[(n) Irish Legislation and Law 41](#_Toc181276826)

[(o) Environmental, Social and Labour Law 41](#_Toc181276827)

[(p) Dignity at Work 42](#_Toc181276828)

[(q) Clarification of Tenders 42](#_Toc181276829)

[(r) Correction of Errors 42](#_Toc181276830)

[(s) Change in the Composition of a Tender 42](#_Toc181276831)

[(t) Interference and Inducement to Purchase 42](#_Toc181276832)

[(u) Notification of Tender Evaluations 42](#_Toc181276833)

[(v) Award Notices 43](#_Toc181276834)

[(w) Policy on Personal Debriefings 43](#_Toc181276835)

[(x) Copyright 43](#_Toc181276836)

[(y) Brand Names, etc. 43](#_Toc181276837)

[(z) Payment 43](#_Toc181276838)

[(aa) Right Not to Award 43](#_Toc181276839)

[(bb) Environmental Aspects 43](#_Toc181276840)

[(cc) Accessibility 44](#_Toc181276841)

[(dd) Knowledge and Skills Transfer 44](#_Toc181276842)

[(ee) Collusive Tendering 44](#_Toc181276843)

[(ff) Consortia and Prime Subcontractors 44](#_Toc181276844)

[(gg) Anti-Competitive Conduct 45](#_Toc181276845)

[APPENDIX 2: SERVICE LEVEL AGREEMENT 46](#_Toc181276846)

[APPENDIX 3: GOODS AND SERVICES CONTRACT 47](#_Toc181276847)

# Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising because of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

# Summary

|  |  |
| --- | --- |
| **Contracting Authority:** | **“Insert School Name”** |
| **Nature of procurement:**  | **The provision of Catering Services to “Insert School Name” under the School Meals Scheme** |
| **Type:**  | **Service** |
| **Procedure:** | **Open Procedure** |
| **Stage in procedure:** | **This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.**  |

# Overview of the School

Insert paragraph about the school - number of students, school ethos, location etc.

# Scope of Contract

The Board of Management of **“Insert School Name”** is seeking proposals for the provision of Catering Services under the School Meals Scheme through the Department of Social Protection (DSP) and is dependent on the level of DSP funding approved for **“Insert relevant academic year”**. **“Insert School Name”** intends to facilitate the availability of this service for school meals scheme each day of the school year for “**insert number of students”**. The school calendar will be furnished to the successful company at the beginning of each school year.

There is a small kitchen currently available for use by food providers. This kitchen is small and is not suitable for the preparation of food on site. (Kitchen size 3m x 3m).

*“The items are to be prepared* ***off site*** *and are required to be delivered/available to each classroom in a timely manner in advance of the student’s relevant lunch time. Food should be at the classrooms, ready to eat, at the beginning of this 15-minute period. The school will agree with the successful service provider on the most appropriate distribution system for the school. All food must be prepared off-site. We require an efficient setup with food well presented. Clean up after service provision is also expected. It is intended to award a contract to a single service provider. A high quality, flexible and responsive service is required combined with continuous improvement and innovation for the* ***(xx)*** *weeks of the year in which the school operates.”*

*All prospective tenderers* ***must*** *view the site in advance of submitting a tender proposal. The site visit will allow service providers to plan for the service operations propose any works, installation and/or replacement of equipment (if needed and not without prior communication with the school representative) to facilitate and manage the implementation of the school meals scheme in the school from an estimated start date of* ***“Insert Preferred Date”*** *(specific date to be agreed). Any proposed installations must be in line with fire safety and regulatory compliance, as well as the service, electricity-load and ventilation requirements. We would like all site visits to be concluded by* ***“insert date”****. Please see section 5.1.1 for more information.”*

***OR***

*“The items are to be prepared* ***on site*** *and the service provider will be required to review the existing canteen provision at the site visit. The site visit is to identify if there is a requirement to install and/or replace any necessary equipment (not without prior communication with the school representative) to ensure the provision of a fully equipped canteen. The successful service provider must be fully responsible for the staffing, management, and operation of the food service. Meals are* *required to be delivered/available to each classroom in a timely manner in advance of the student’s relevant lunch time. Food should be at the classrooms, ready to eat, at the beginning of this 15-minute period. The school will agree with the successful service provider on the most appropriate distribution system for the school. We require an efficient setup with food well presented. Clean up after service provision is also expected. It is intended to award a contract to a single service provider. A high quality, flexible and responsive service is required combined with continuous improvement and innovation for the* ***(xx)*** *weeks of the year in which the school operates.*

*All prospective tenderers* ***must*** *view the site in advance of submitting a tender proposal. The site visit will allow service providers to propose any works,* *installation and or replacement of any necessary equipment (not without prior communication with the school representative) to the proposed canteen area to ensure the provision of a fully equipped canteen in the school from an estimated start date of* ***“Insert Preferred Date”*** *(specific date to be agreed). Any proposed installations must be in line with fire safety and regulatory compliance, as well as the service, electricity-load and ventilation requirements. We would like all site visits to be concluded by* ***“insert date”****. Please see section 5.1.1 for more information.”*

**“Insert School Name”** welcomes all proposals on the provision of food and beverages in the school. However, it should be noted that the menu must be in line with the School’s Healthy Eating Policy. The provision is to begin in **“Insert Preferred Date”** (specific date to be agreed).

Promotion, marketing and educating the customer base is key to the success of the service provision by the service provider. The service provider may also, with notice, provide tea/coffee and/or light snacks for several events that may arise from time to time out of the ‘normal’ hours associated with the school e.g., staff meetings, board meetings, visiting groups, parent teacher meetings, sporting events.

## 4.1 Specification of Requirements for “Insert School Name”

The successful tenderer must be fully responsible for the staffing, management and operation of the food service:

* Be responsible for the supply, operation and maintenance of all equipment (where current equipment does not suffice).
* Be responsible for a healthy, nutritionally balanced comprehensive menu.
* Be responsible for the clean-up of all cooking and dining areas each day, free of litter and food debris at all times and that the tables are cleaned after each sitting.
* Be responsible for the sorting and disposal of food waste, rubbish, packaging (preferably washable and re-useable) and recyclable materials will be the sole responsibility of the successful tenderer, with all items being removed from the school site at the successful tenderer’s expense.
* All proposals should clearly detail the option(s) each tenderer is proposing regarding the preparation, delivery, and distribution of the (insert relevant level of funding i.e. breakfast, snack, hot meal etc.). It is preferable that food items are prepared fresh from raw ingredients, rather than pre-packed, for example freshly baked scones.
* The responsibilities of those persons, and a clear timeframe for the daily on-site distribution of (insert relevant level of funding i.e. breakfast, snack, hot meal etc.), as well as the collection/disposal of waste and packaging that cannot be washed and re-used etc. should be detailed comprehensively in the tender response under Criterion A ‘Quality of Service Provision & Variety of Items Proposed’.
* The collection of all items affiliated with the service provision, as in leaving the classroom as it was before (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) were delivered, will include basic hygiene standards and personal hygiene standards among the foodservice staff as a minimum, including any COVID-19 health precautions which may be required. These standards must be maintained on an ongoing basis.
* The successful tenderer will be accountable to the Principal and Board of Management of **“Insert School Name”** for the quality of the food service provided, including any ongoing improvements that need to be made.

## 4.1.1 Food, Menus, Pricing and Promotion

* The successful tenderer is to provide fresh, seasonal nutritious produce (organic where possible), fruits, vegetables, grains, other foods, that may be new to students keeping in line with our Healthy Eating Policy and our School Meals Programme where applicable.
* The menu is to include a range of locally sourced items along with a greater use of sustainable food, for example, in season produce, high animal welfare standards on meat, free range eggs, marine conservation certified fish, fair trade produce, produce from certified organic source.
* In season produce shall be highlighted on menus.
* The successful tenderer must be responsible for upholding the Healthy Eating Policy of the school. **“Insert School Name”** recommend that Tenderers familiarise themselves with the content of the school’s Healthy Eating Policy and Nutrition Standards for School Meals which can be found at <https://www.gov.ie/en/publication/484f17-nutrition-standards-for-school-meals/>. This must be used as a guide to Tenderers regarding menu plans and ideas of best options and pricing for the students for the requirement of all food being prepared and cooked onsite.
* Ensure the costs are reasonable and offer a good balanced menu with a tight control on the options available to minimise waste and balance the selection available daily.
* The successful tenderer must provide clearly visible menu boards with allergens list (no third-party flyers are permissible in the school).
* Provision of menus which are healthy, varied and use sustainable food, for example, seasonal fruit and vegetables;
	+ 2 options of healthy hot meals (daily) along with details of portion sizes appropriate to the customer type,
	+ To have available a vegetarian option.
* Salt shall not be available on tables.
* Tap water shall be visible and freely available, and such provision should be promoted. Pre-bottled water (mineral / spring) shall not be included in the menu.
* It shall be a condition of the Service Level Services Contract, concluded on foot of the successful completion of this competition, that the successful tenderer **must notify the Principal of “Insert School Name” two weeks in advance of their intention to change their menus** during the school term (or for the next academic year), and supply the Principal with the new proposed menu for approval (especially any option that is not selling well). The Principal reserves the right to refuse a menu if it does not comply with the school’s Healthy Eating Policy. This includes any proposed price changes and prior approval by the Principal of the same. Any new pricing that may need implementing must firstly be discussed with the Principal, including validation of the reasons why.
* Menus for the calendar week must be available and displayed on the Monday of the same week to encourage uptake. All menus will clearly show the calorie count associated with the individual or combined item where two or more items constitute an item. Consideration should be given for students with special dietary needs such as gluten free and vegetarian. The naming of the area will be agreed with the School/Contracting Authority and any marketing material must have the School/Contracting Authority prior approval.
* The menu is to accommodate those with food intolerances and allergies, from lactose free, to vegetarian to gluten free for example. **NOTE:** The successful tenderer is to check with the school upon award of contract the details of such to accommodate those potential customers.
* The menu should reflect the school community, their background, and their capacity to learn healthy and sustainable food behaviours through different human development stages.
* Monitor the quality of food, presentation and service.
* Provide safe food, i.e., it must not be injurious to health or unfit for human consumption. Unsafe food must be withdrawn from sale or recalled from consumers if it has already been sold.
* Identify the businesses from whom you have obtained food, ingredients or food producing animals and the businesses they have supplied with products and produce this information on demand.
* Provide evidence of engagement / being registered with the HSE.
* All food must be monitored for time and temperature control records, delivery records, cooking temperatures, cleaning charts and these records must be available for inspection by the EHO and school when requested.
* Encourage people to understand and value the food that is supplied/served, including aspects of its production and its local and cultural context.
* Be responsible for marketing and promotion of the catering service being provided to parents, staff and the student community.
* Undertake regular customer satisfaction surveys.
* Provide evidence that management systems support the linking of customer feedback and other observations to improvements in customer satisfaction.
* Be responsible for managing menu fatigue, nutritious foods with the healthy eating focus. There needs to be a variety in the menu being served, to prevent menu fatigue. This should be evident in the sample menus provided.
* Collaborate with teaching staff in relation to food education- provide / support teachers with lesson plans and project activity packs in conjunction with the school curriculum. Encourage the students and parents to understand and value the food that is supplied, including aspects of its production and its local and cultural context. A schedule of events, same materials, information packs, multilingual and initiatives is required as part of the tender response.
* The successful tenderer must communicate directly with the parents/guardians. This includes the set-up process at the beginning of the school academic year / contract and each term, communication channels between both parties in relation to the selection of (insert relevant level of funding i.e. breakfast, snack, hot meal etc.), the ordering process, timelines, dealing with changes, queries or complaints. The use of technology is welcome to facilitate the synergy between the parents/guardians and the successful tenderer. Comprehensive details of how this will occur and be maintained is required in the tender response.

## 4.1.2 Pre-ordering & Delivery System

* Food must be delivered, if arriving prepared, in environmentally friendly refrigerated / hot holding storage/containers. Access arrangements are specifically covered at Section **4.1.12** below. The successful tenderer must ensure food items provided are at the correct temperature to eat. Earth friendly packaging, napkins and cutlery (when necessary) will need to be provided by the successful tenderer along with temporary bins/bags, perhaps both for food waste and packaging waste.
* If ovens are required on site to heat the food that has been delivered this must be carried out in the designated kitchen area only.
* Each day, (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) must be labelled for each specific student and boxed in a box for that classroom. This could mean a separate box for each class for (insert relevant level of funding i.e. breakfast, snack, hot meal etc.), which allows for the meals to remain at the appropriate temperature. In essence, each student’s provisions must be individually labelled. It is envisaged that the class teacher will distribute the packages to each student in the classroom.

***Delivery and Distribution***

***[Insert relevant level of funding i.e. breakfast, snack, hot meal etc.]*** *are required to be delivered/available to each classroom in a timely manner in advance of the student’s mealtimes. Food should be at the classrooms, ready to eat, at the beginning of the food-break periods. The school will ultimately agree with the successful tenderer on the most appropriate distribution system for the school.*

* It is a requirement that the successful tenderer deliver the ordered **(insert relevant level of funding i.e. breakfast, snack, hot meal etc.)** to designated rooms where students will eat their lunch. Delivery to all should be undertaken within a fifteen-minute timeline. The successful tenderer must ensure lunches are at the correct temperature to eat upon delivery. Earth-friendly napkins and cutlery will need to be provided by the successful tenderer along with temporary bins/ bags.
* It is envisaged that one catering staff member will be required to undertake this role in a timely manner. Under no circumstances should school staff or students be involved in the delivery process.
* The eating areas must be cleaned by the successful tenderers staff before the resumption of after lunch activities. Further requirements are set out at point 4.1.16 ‘Cleaning’.
* The waste must also be collected, by the successful tenderers staff and disposed of in an appropriate manner. Further requirements are set out at point 4.1.17 ‘Environmental Waste Disposal’.

## 4.1.3 Healthy Eating Policy

**“Insert School Name”** is currently in the process of developing their healthy eating policy. However, in saying this our choices and scoring will be very much driven by the fundamentals of what constitutes a healthy meal. Our Healthy eating policy will be very much guided by the guidelines as mentioned above. We are also very open to the successful tenderer having an input into the policy. It is recommended that Tenderers familiarise themselves with the published [Nutrition Standards for Hot School Meals](https://www.gov.ie/pdf/?file=https://assets.gov.ie/128268/d07bed24-dd1d-4055-8ced-5e381621ca65.pdf#page=null) which has been developed for the Department of Social Protection by the Department of Health, Safefood and the Health Service Executive for the School Meals Scheme.

## 4.1.4 Schools Meals Programme

Funding is provided for the School Meals Local Projects Scheme through the Department of Social Protection (DSP). Funding is allocated on a school-year basis and must be applied for annually. Priority for funding is currently given to schools which are part of the Department of Educationinitiative for disadvantaged schools, DEIS. However, there is no automatic entitlement to funding and all applications are considered taking into account the available budget for the scheme. Whilst this competition is being run for a specific period, it is entirely dependent on funding.

See <https://www.gov.ie/en/service/29a3ff-school-meals-scheme/> for full details. **“Insert School Name”** intends to facilitate the availability of a (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) for **“insert number of students”** eachday of the school year (from contract award). This is dependent on the level of DSP funding approved for 2024/25.

**NOTE*: The Schools Meals Programme is subject to funding from the Department of Social Protection – should funding be cut then this will impact the provision of this service. Tenderers are asked to note that should funding for this scheme be withdrawn then the contract will cease.***

**What is covered by the funding?**

Funding under this scheme for the snack is for food and a drink, while for the hot meals is food only, which must be of suitable quality and nutritional value, and prepared and consumed in an appropriate environment.

The type and range of meals provided, as well as the method and logistics of supplying the meals, are decided by the individual local groups and schools that operate the projects.

**Rates**

Funding under the Schools Meals Local Projects Scheme is based on a rate of payment per meal, per child, per day. The current rates of payment are as follows:

**Amend the below table to your school’s requirements. Delete this information highlighted in blue.**

|  |  |  |
| --- | --- | --- |
| **Meal** | **Max Rate of Payment (per student per day)** | **Examples of food to be provided:****Any menu proposed in the tender submission MUST be in line with the specifications in the tables below.** |
| **Breakfast/Snack** | **€0.75** | **Breakfast/Snack: 2 Items**1 serving of wholemeal/wholegrain cereal or bread PLUS 1 serving of fruit OR 1 serving of milk, yoghurt, or cheese.A seasonal variety should be available.A minimum of TWO items should be provided, one serving of vegetables and fruit.One serving is:• 1 medium-sized fruit such as an apple, orange, pear, or banana.• 2 small fruits such as plums, kiwis, mandarins.• 10-12 berries or grapes.• 8 carrots or celery sticks.• 1 small carton or glass of unsweetened fruit juice (approximately 150 ml). Limit fruit juice to once a day.Every snack should contain ONE serving of milk, yoghurt, or cheese:• 1 serving of milk (200ml) • 1 carton of yogurt (125g)• 2 thumbs (25g) of hard (cheddar type) or semi-hard (Edam) cheese. |
| **Lunch** | **€1.70** | **Lunch: 1 substantial item & 1 small item & drink**Wholemeal/wholegrain sandwich or roll containing 1 serving meat, poultry, egg, or cheese and 1 serving salad PLUS 1 serving fruit PLUS a drink (for example water, milk, unsweetened juice). |
| **Dinner** | **€2.50** | **Dinner: Hot meal & drink**1 serving meat, poultry, egg, beans PLUS 1 serving potatoes, pasta, or rice PLUS 2 servings vegetables/fruit PLUS a drink (milk, water, unsweetened juice).These standards recommend that using the Food Pyramid as a guide, every Hot School Meal should contain:• 2 servings of vegetables, salad, or fruit. Seasonal variety should be available.• 1 serving of wholemeal cereals, bread, potatoes, pasta (incl. brown) and rice (incl. brown).• 1 serving of meat, poultry, fish, egg, beans, and nuts.Examples of food to be provided in a Hot School Meal are:• a serving of meat (50-75g), poultry (50-75g), fish (100g), eggs (2), beans/peas/lentils (120g) or cheese (25g) for vegetarian options.• a serving of cooked vegetables (80g).• a serving of fruit: apple, pear, orange, or banana (approx. 80g – smaller child-size servings for younger children). • a serving of potatoes (2 medium or 4 small; 100-120g), pasta, rice, or noodles - all cooked (1 cup or approx. 90g). |
| **Hot Meal** | **€3.20** | **Hot Meal:** as per nutritional standards document linked below:<https://www.gov.ie/pdf/128268/?page=null> These standards recommend that using the Food Pyramid as a guide, every Hot School Meal should contain:• 2 servings of vegetables, salad, or fruit. Seasonal variety should be available.• 1 serving of wholemeal cereals, bread, potatoes, pasta (Incl. brown) and rice (Incl. brown).• 1 serving of meat, poultry, fish, egg, beans, and nuts.Examples of food to be provided in a Hot School Meal are:• a serving of meat (50-75g), poultry (50-75g), fish (100g), eggs (2), beans/peas/lentils (120g) or cheese (25g) for vegetarian options.• a serving of cooked vegetables (80g).• a serving of fruit: apple, pear, orange, or banana (approx. 80g – smaller child-size servings for younger children). • a serving of potatoes (2 medium or 4 small; 100-120g), pasta, rice, or noodles - all cooked (1 cup or approx. 90g) |

The Department of Health has indicated that the Food Pyramid should be followed in the case of healthy eating for children in schools. This can be accessed at the following links:

* <https://www.gov.ie/en/publication/484f17-nutrition-standards-for-school-meals/>
* <https://www.gov.ie/en/publication/70a2e4-the-food-pyramid/>

**“Insert School Name”** endorses this approach in the provision of school meals for its students and will require the caterer to ensure that all meals provided are in keeping with the guidelines for healthy eating as presented by the pyramid in Figure 1.



**Figure 1**

**Amend the below to your school’s requirements. Delete this information highlighted in blue.**

**Breakfast/Snack** for all **(insert number of students)** students each day of the school year. The maximum rate of payment for breakfast/snack is €0.75 per student per day.

**Lunch** for all **(insert number of students)** students each day of the school year. The maximum rate of payment for lunch is €1.70 per student per day.

**Dinner** for all **(insert number of students)** students each day of the school year. The maximum rate of payment for lunch is €2.50 per student per day.

**Hot meals** for all **(insert number of students)** students each day of the school year. The maximum rate of payment for hot meal is €3.20 per student per day.

## 4.1.5 Contract Management

### 4.1.5.1 Reporting

It is preferable that the successful tenderer submits a breakdown of all the numbers of students by classroom who availed of food at the end of each week including a system as to how any discrepancies that may occur are managed and communicated.

Problems identified will be immediately highlighted to the Client and at the latest within **24** hours of identification of the problem.

Information is required to be recorded on an individual pupil basis. Orders are made on an individual pupil basis so the information (which students accessed/didn't access each of the school meals) should be easily retrieved. It is preferable that information is to be provided in electronic format, and in a manner that can be accessed/interpreted easily by the school, e.g., a dashboard type system with menu options.

### 4.1.5.2 Invoicing

All charges must be quoted in Euro, Ex VAT, with VAT detailed separately. The successful tenderer will be required to submit one invoice per month per service requirement – with a detailed breakdown attached as back up to the invoice. All invoices should show the relevant VAT charged.

In **“Insert School Name”,** no money will change hands between students/parents/guardians and the successful tenderer. The school would like to provide a service to the students, within the school meals framework/pricing structure. The successful tenderer will invoice the school monthly, according to the weekly agreed quantity of each type of meal.

The successful tenderer will be paid within 30 days of receipt of invoice.

## 4.1.6 Catering for Meetings e.g., staff, social events, visitors

The Catering Provider may, **with notice**, be required to provide tea/coffee and/or light snacks for a small number of events which may arise from time to time out of the ‘normal’ hours for example staff meetings or staff/other training, sports events, functions. Prices must be agreed with the School Principal in advance of the function. Tenderers are to provide sample menus, ideas and pricing for the same. These requirements should be invoiced separately to the school.

## 4.1.7 Kitchenette / Canteen Areas

There is a very small existing kitchenette area in situ. All prospective tenderers are required to review the proposed kitchenette area at the mandatory site visit (if applicable) and, the successful tenderer will be responsible for installing any necessary equipment (not without prior communication with the Contracting Authority representative) to ensure the provision of a fully-equipped canteen in the proposed location along with having the facility and staff ready to commence service at the beginning of 2024/25 academic year, (**“insert date”,** and will be subject to agreement with the Contracting Authority). Any proposed installations must be in line with fire safety and regulatory compliance, as well as the service, electricity-load and ventilation requirements. The fitting out of the proposed kitchenette, canteen and associated area will be the sole responsibility of the successful tenderer who will be required to engage with the local Environmental Health Officer, from the onset to ensure the existing area meets all standards required for catering as per Food & Safety Authority.

It is important to note that the successful tenderer will be required to comply with all Covid-19 Public health advice both in the delivery of their service and in the design of the systems that they plan to introduce.

The successful tenderer will be required to register this canteen (Registration of Food Business Establishment European Communities (Hygiene of Foodstuffs) Regulations 2006) and produce their letter of approval from the HSE when the canteen area is completed and ready for service. The successful tenderer will provide all necessary catering utensils, delph and cutlery to provide a full canteen service. All containers and utensils used by students must either be reusable or compostable containers. No single use plastics are to be used. Any proposed ventilation supply and extract system must meet all statutory requirements. The successful tenderer will be required to review the proposed space on site and fit out as necessary. Any soils and waste installations must also be completed to meet your proposed kitchen layout. Grease interceptors must be fitted where required in the kitchen and associated areas.

The school is not prepared to provide any additional compensation to the successful tenderer for any costs that they may incur to meet their legal statutory obligations in delivering a canteen service. This service must be in accordance with good industry practice and to a level approved by the Environmental Health Officer of the HSE which meets legal obligations under Food Safety Law. The successful tenderer will bear all the cost associated with fitting out of the Kitchenette/Canteen.

The Catering Service provider will be totally responsible for the safety, upkeep and statutory maintenance checks of all equipment used by him/her and under his/her control in the canteen/kitchen area unless stated otherwise. Equipment is to be kept maintained to the highest possible standard, both in terms of hygiene and engineering.

Any fitting out of the proposed canteen and associated area must be completed by **“insert date”** to facilitate provision of the service for the new academic year.

Any necessary plumbing and electrical work after being signed off by the school board of management and the school Board of Directors. Contractors must comply with CONTRACTING AUTHORITY Building officer requirements which relate to the relevant DE Technical Guidance Documents ([TGD-003](https://www.gov.ie/pdf/?file=https://assets.gov.ie/93658/1a44b003-c853-48e7-b3c7-0e5b686ba9f0.pdf#page=null) and [TGD-031](https://www.gov.ie/pdf/?file=https://assets.gov.ie/93956/333277a3-81e6-47ae-9af0-8a13f54b75ef.pdf#page=null) available on DE website.

Any building fabric works, or mechanical and electrical installations will require to be detailed in the Capital Investment section of the Tender Response Document and will be subject to final approval by the CONTRACTING AUTHORITY Building Officer or authorised agent. Commissioning Certificate and As Built Drawings with regards to all works completed will be required.

Any refurbishment that impinges on the general-purpose canteen area must be moveable.

Drawing/sketches/specification of any refurbishment must be approved by the Contracting Authority Building Officer or Authorised person before any work commences.

**NOTE**: The permanent fixtures and fittings which may include typically extraction fan, associated ducting and stainless-steel canopy, some wall and floor finish surfaces, associated building works, electrical works such as additional power sockets, grease traps and installation of plumbing and waste outlets etc. will require to be identified and backed up by quotations. As the Contracting Authority does not have a capital outlay budget for such works the Tenderer will be required to provide this investment in setting up the service up front to obtain the relevant Food License. The Contracting Authority will deal with any such knock-on statutory requirements and statutory costs only of any such modifications proposed by the Caterer i.e., Fire Cert Regularisation application etc.

The Contracting Authority retains its position that these permanent fixtures and fittings become the property of the Contracting Authority.

All moveable assets provided by the successful tenderer classified as heavy catering/light catering equipment including but not limited to cookers, bain-marie, combi ovens, server units, cutleries crockery, soup kettles & stoves, sundry items will remain in the ownership of the successful tenderer and on expiry of the contract can be removed. It will be up to the outgoing tenderer should they so wish at the expiry of the contract to engage with the incoming provider in terms of the moveable assets and the Contracting Authority will not be liable for any arrangements in this regard.

Tenderers should note that upon termination of the contract, the successful tenderer will be responsible for returning the canteen/kitchenette to its original state and removing all equipment in time for the commencement of a new contract, apart from any necessary fixtures and fitting works unless agreed otherwise.

## 4.1.8 Opening Hours

The successful tenderer will provide catering to the students at the following times during normal school days;

* Break 11.00-11.10 & Lunch 12.30-1.00pm
* The school opens 182 days per year. The successful tender will be expected to provide service on each of the 182 days, other than for exceptional and/or unforeseen closures. The school is not responsible for any loss of earnings incurred by exceptional/unforeseen closures through-out the school year. The board of management always reserves the prerogative to continue to use and access the catering area and facilities belonging to the school.

These times may be subject to change temporarily at times during the year and may change/vary during certain times and the successful tenderer will be expected to cooperate fully with the wishes of the school at this time. **“Insert School Name”** is not responsible for any loss of earnings incurred by exceptional/unforeseen closures through-out the year.

**Tenderers should note that the times are correct at time of advertising but are subject to change at the request of the Board of Management of the school with approval of the Contracting Authority / School.**

## 4.1.9 Heat, Light, Gas and Water

Where school meals are prepared on site and school utilities are used, a nominal contribution may be negotiated between the school and successful service provider.

## 4.1.10 STAFF & TUPE / Acquired Rights

The successful tenderer will –

1. The successful tenderer must ensure adequate staff provision as per the requirements on any given day.
2. Have sole responsibility for all staff engaged in providing the catering service.
3. Provide uniforms and headgear for staff working within the kitchen and canteen service area. The cleaning of these uniforms will be the responsibility of the successful tenderer.
4. All staff, where appropriate, will be required to undergo Garda vetting procedures. A list of these staff should be provided to **“Insert School Name”** and only these will be permitted to work on the school’s premises.
5. The successful tenderer will be responsible for ensuring a permanent member of the catering staff, who is Occupational First Aid trained, is available during normal working hours.
6. The Successful tenderer shall maintain a written record of accidents and dangerous occurrences in accordance with current legislation.
7. All staff receive adequate and relevant training in hygienic working practices and food handling techniques as directed by [www.fsai.ie](http://www.fsai.ie).
8. A high level of personal hygiene and standard of dress is maintained by all catering staff.
9. Confidentiality must be maintained of any conversations by staff about students.
10. None of the catering staff are to engage outside of their normal duties, with any of the students.
11. The catering staff will always conduct themselves in a mannerly and respectful demeanour, to Students, Staff and Visitors, setting a good example for the students. The Contracting Authority reserves the right to insist that any employee of the successful tenderer who behaves inappropriately is removed from the school and is replaced. Polite and respectful behaviour is expected of all staff in keeping with the school’s ethos and Dignity in the Workplace Policy. **Staff will be employed by the Catering provider not by the School.**
12. The catering staff will have the use of the toilet provided near the catering area. The catering staff are not permitted to use the student toilets under any circumstances.
13. It is considered that the Acquired Rights legislation (Transfer of Undertakings and Protection of Employees [TUPE) may apply to this Contract. Candidates, if successful will be required at tender stage to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to comply shall constitute a serious breach of this Contract. The Contractor shall indemnify the Client from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the TUPE Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Contract.
14. The Contracting Authority will require from the winning tenderer anonymised information in relation to any transferring employees at the time of re-tendering of this contract. The Catering Service Provider agrees to the Contracting Authority to release any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the services upon expiry of the Term or earlier termination of the Contract for whatever cause. The successful tenderer will be required to furnish the Contracting Authority with requisite information in relation to any transferring staff to facilitate the re-tendering at least six (6) months prior to the expiry of the contract and will be required to provide indemnity in respect of any claims or losses arising because of TUPE matters. The successful tenderer will be disallowed from amending the staff arrangements / allocation of resources or altering the terms of employment for the relevant staff for a period of 6 months prior to the expiry of this contract.
15. The Catering Service Provider shall employ pay and maintain adequate staff levels for the purpose of providing the Services. The Contracting Authority reserves the right to inspect records of wages, time sheets and other documentation relating to the employment of all staff by the Canteen Provider.

## 4.1.11 Replacement Personnel

Notification must be sent in writing 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 personnel originally nominated in terms of qualifications and experience.

## 4.1.12 Access

There is a small kitchenette in the school at present. The proposed space is at the rear of the school and has good vehicular access via the main door.

The successful tenderer has the right to possession of the kitchenette area during the catering service contract and the right to exclude others from this area only. The provider will be responsible for appointing a member of staff to ensure the opening and locking up of the kitchenette area. This arrangement must be agreed with the school to meet the school’s overall security requirements on site.

## 4.1.13 Compliance with Statutory & Contracting Authority Policies, Health Safety Policy / Child Protection /Garda Vetting etc

The successful tenderer will be responsible for: providing Catering Services at **“Insert School Name”** and complying with their Health and Safety Policy and Statement. The service providers statement must be displayed in the canteen area.

The successful tenderer and all staff must agree to comply with the terms and conditions of all School policies and procedures particularly the Health & Safety Statement and Child Protection Policy.

All staff deployed to the school must undergo Garda Vetting. The successful tenderer must request and complete the Garda Vetting Invitation for all staff deployed once letter of Intent is issued. Disclosure of convictions which the Contracting Authority considers would render the candidate unsuitable to work with children/vulnerable adults will disqualify the candidate. All temporary staff and staff to fill in during emergencies must also be vetted well in advance and their details provided to the school to be retained on file. The catering company shall provide a list of staff to the school and only these staff shall be permitted onto School property to work. Any catering staff not on the approved list supplied to the Contracting Authority schools will be immediately asked to leave the premises.

## 4.1.14 Account Manager

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

* Overall responsibility for a good working relationship with the Contracting Authority;
* Provide the Principal with monthly reports summary reports of activity regarding volumes sold types/categories of meals served, student and staff uptake of the service.
* Schedule periodic meetings to review the relationship and examine performance;
* Deal with disputes, complaints or concerns that cannot be adequately resolved;
* Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement.
* Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

**NOTE:** Tenderers will note that account management activities will be non-billable (i.e., the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful tenderer and delegate as required.

### 4.1.14.1 Management Information Reporting

The successful tenderer must provide the following Management Information Reports and any other supplementary information as may be deemed necessary:

* Numbers and breakdown of all students who avail of food. This report will be required monthly, based on data from each week in that month.
* Costs.
* Results of quality feedback reviews, undertaken by both the school and the successful tenderer on a regular basis.

The format of such reporting will be agreed between the school and the successful tenderer. The time and frequency of the issuing of reports will be agreed at local level and this will be incorporated into the Service Level Agreement. The reports will be submitted to the School Completion Officer within ten (10) working days of the end of the agreed period(s) and will show the required detail for the period(s), together with cumulative, year-to-date statistics. The school reserves the right to amend the scope and detail of management information required during the term of the Services Contract.

### 4.1.14.2 Price Protection

The Successful tenderer is solely responsible for procuring (at its own cost) all food and beverage supplies necessary to provide the Services. The Charges are fixed for the term of the Services Contract, unless otherwise agreed in writing by the Parties.

## 4.1.15 Cleaning

The successful tenderer will be responsible for the cleaning to the relevant standards of all kitchenettes, servery, food preparation, including counter surfaces, equipment, furniture, fittings, utensils, floors and windows required to maintain the standards of hygiene required by law.

**NOTE:** Inspections may be carried out by THE CONTRACTING AUTHORITY, its agents or independent auditors on their behalf at any time to ensure that the highest standards of hygiene and cleanliness are maintained at all times and that proper methods are applied in food supply, preparation, cooking and the provision of the Services.

## 4.1.16 Environmental Waste Disposal

The successful tenderer will be responsible for operating policies which progressively address environmental considerations. The successful tenderer will be responsible for the disposal of all kitchen waste in accordance with SI 508 of 2009 Waste Management Regulations (Food Waste) 2009 and all applicable legislation including relevant EU Directives and the successful tenderer will provide their own bins and incurred costs associated with waste management. Further information can be found on Environmental Protection Agency’s website [www.epa.ie](http://www.epa.ie).

The school is moving away from single use plastics. The successful tenderer should provide compostable / sustainable, recyclable alternatives and be fully supportive of incentivising customers to reduce the demand for plastic (keep cups, etc.)

Packaging to be from recycled or renewable sources which can be reused/recycled or composted after use.

Be responsible for the safe removal of all waste and recyclable material in a sustainable way from the campus on a routine basis. The successful tenderer should ensure that all waste streams are segregated. A food waste minimisation plan describing what actions will be undertaken shall be put in place by the service provider. They shall review and revise the actions they are taking with suitable regularity to continue to reduce food waste wherever possible and feedback to the school representative on progress and results with suitable regularity. The successful tenderer must look after their own appropriate waste management and associated fees.

## 4.1.17 Review of Supplier Performance

Supplier performance will be continually monitored over the term of the contract agreement. The format will be agreed between the Principal, secretary of BOM and the service provider.

All monitoring of performance and methods for measurement will be agreed at contract stage with the successful tenderer.

The school will assess the performance and quality of services delivered under the following Key Performance Indicators:

* Menu, as per Healthy Eating Initiatives
* Quality and Freshness of Food
* Choice of Food - No less than the minimum range/choice of items
* Presentation of Food
* Portion sizes
* Quality of Service
* Conduct of Staff
* Cleanliness
* Speed of service not compromised by insufficient numbers of staff, supplies or replenishment of service ware, for example.

The successful tenderer will meet with the Principal and/or another member of staff at a prearranged time at the end of each Year to discuss performance. The successful tenderer must organise customer satisfaction surveys regarding quality and consistency of the menu(s). These results must be shared with the Principal in advance of the annual performance review. These details will be discussed with the successful tenderer in advance of the contract being signed.

Supplier performance will be continually monitored over the term of the contract agreement. The format will be agreed between the nominated staff of the school and the service provider.

All monitoring of performance and methods for measurement will be agreed at contract stage with the successful tenderer.

## 4.1.18 Duration of the Contract

The contract duration is for three (3) years, subject to annual review. The contract will commence from date of acceptance letter and will be dependent on funding from the Department of Social Protection (DSP).

## 4.1.19 Contract Termination

The contract may be terminated by the Contracting Authority at any time following the submission of three calendar months’ written notice to the successful tenderer. The contract may be terminated by the successful tenderer at any time following the submission of three calendar months’ written notice to the Contracting Authority.

The Contracting Authority may terminate this contract if the persons managing and/or assisting in the Canteen, lack a valid Food Handling/Food Hygiene Certificate, fail the Health and Safety standards or if they are found guilty of theft or any sabotage, aimed at harming the School, its interests, and its assets. In addition, the Contract may be terminated if:

1. There are repetitive complaints by staff, Student Council or other customers of the service, regarding freshness, standard, or quality of food, or/and hygiene standards at the kitchen or at the Canteen;
2. Repetitive erratic operating times
3. Late Payment of utility money without any prior notification to the School.

**NOTE:** The Contracting Authority reserves the right to terminate the contract with immediate effect without warning if they have reasonable justification that the service provider or the service provider’s employees are acting/behaving in, or providing a service that is, to the detriment, or not in the best interests of the students, staff and guests of the School.

## 4.1.20 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 a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, it will be conditional upon them engaging with the HSE from the onset and gaining approval from the latter to operate at the Contracting Authorities site, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. 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.

## 4.1.21 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as contained in Appendix 3.

# 5. Selection Criteria

## 5.1 Selection Criteria

The open procedure at national level is being used for the award of this contract. While all interested parties must submit a tender using the eTenders website, only those demonstrating that they can comply with the required level of financial and technical competence will be eligible for full tender evaluation.

To demonstrate a tenderers’ suitability, tenderers must respond to the information set out below by completing the separate Tender Response Document.

Tenderers will either pass OR fail each of the Selection Criteria in this part 5. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this Competition.

## 5.1.1 Site Visit

A **mandatory site visit** to view the Contracting Authority’s premises at **“Insert School Name”** must be organised by pre-arranged appointment. **“Insert School Name”** will facilitate Tenderers by permitting an inspection of the Contracting Authority’s premises.

A site visit to view the Contracting Authority’s premises or facilities at **“Insert School Name”** shall be organised on **“insert date”** (between the hours of 9.30am to 3.00pm). Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting the school’s office at **(insert school email address and phone number that will be used)** and will be confirmed within 24 business hours from the request.

Attendance at the Contracting Authority’s premises will be subject to compliance with local security and health and safety arrangements. All prospective tenderers**must** view the site in advance of submitting a tender proposal. The site visit will allow you to propose the required fixtures and fittings etc to the proposed kitchenette area, so that you operate and manage from an estimated start date of **“insert estimated start date”**. Visiting the site and the locality may help you judge the competition in the area if any. You may also receive **TUPE information** at this site visit, if applicable. Tenders received from companies who have not attended the site will **not** be included in the evaluation of the tender process.

## 5.1.2 General Information relating to the Tenderer

Please provide company name, address and contact details for individuals responsible for this tender and company overview where requested in the Tender Response Document.

## 5.1.3 Legal Compliance

Please complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016, in the Tender Response Document. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc.

## 5.1.4 Economic and Financial Capacity

Please confirm in the Tender Response Document, that you meet the following financial requirements:

1. Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
2. Confirmation of the following insurances being in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

|  |  |
| --- | --- |
| **Type of Insurance** | **Minimum Indemnity Limit** |
| Employer’s Liability | €12.7m million for any one claim or series of claims arising out of a single occurrence (where required).  |
| Public Liability | €6.5m million for any one claim or series of claims arising out of a single occurrence (where required).  |
| Product Liability | €6.5 million for any one claim or series of claims arising out of a single occurrence. |

**If prepared on site**

**RULE: The successful canteen operator will also be required to provide indemnification to the school against any contingent liability that may arise because of a loss/claim during the contractor’s use of the Kitchen/Canteen Facility.**

**OR**

**If prepared off site**

**RULE: The successful service provider will also be required to provide indemnification to the school against any contingent liability that may arise from the provision of pre-prepared meals to the school.**

**NOTE:** Tenderers **must** be willing to provide evidence of the self-declared information within five (5) working days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

## 5.1.5 Technical and Professional Capacity

Tenderers must declare that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

**PASS or FAIL Criteria:**

**(i) Previous Experience**

All Tenderers must confirm, and declare that they satisfy the Selection Criteria, that they have successfully delivered three contracts involving catering services of a similar nature to those detailed in Appendix 1 of the CFT in the last three years.

Evidence Required

The following documents or information **must** be provided as evidence of compliance with the technical and professional capacity criteria;

List and describe details of the principal services provided in the past 3 years, (public or private), similar in nature, scale and value to the services being sought in this competition - a minimum of two examples of those confirmed must be provided. Please complete the following information for each referenced contract in the **Tender Response Document.**

1. Client name, reference person’s name, position, contact number and email address
2. Detailed contract description
3. Contract start date, duration and completion date
4. Volume of meals sold daily, and the range of food provided
5. Operating hours per day/per week and staffing resources to meet the demand
6. Outline how this contract is comparable with the subject matter of the contract being tendered.

Tenderers are reminded that the Contracting Authority may contact any or all the referees for verification purposes without prior notice being given to the Tenderer.

Tenderers **must** also describe their experience of the following;

* Their experience in providing certified organic and seasonal menu options ([Fruit & Vegetables - What's In Season - Bord Bia](https://www.bordbia.ie/whats-in-season/)).
* Their experience operating an environmental management system for catering services, including for example, energy and waste management.
* Details of the structure of the organisation (including the number of staff) and subcontractors and those planned for this specific contract.

**(ii) Certification**

(Please complete version in the **Tender Response Document.)**

|  |
| --- |
| **DECLARATION OF COMPLIANCE OF STATUTORY OBLIGATIONS INCLUDING COMPLIANCE WITH HAZARD ANALYSIS & CRITICAL CONTROL POINT (‘HACCP’)** |
| **To:** | **“Insert School Name”** |
| **I/We:** |  |

Please sign below:

a) Tenderers must confirm compliance with the following Legislation:

* Employment Equality Acts 1998-2011
* Equal Status Acts 2000-2011
* National Minimum Wage Act 2000 as amended
* Organisation of Working Time Act 1997 as amended
* Disability Act 2005
* Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007
* Support the implementation of Green Public Procurement (GPP) as required by the Environmental Protection Agency (EPA) (<https://www.epa.ie/our-services/monitoring--assessment/circular-economy/green-public-procurement/>).
* Support the Environmental Protection Agency’s Food Waste Charter to meet the United Nations Sustainable Development Goals, including By 2030, halve per capita global food waste at the retail and consumer levels and reduce food losses along production and supply chains, including post-harvest losses ([www.foodwastecharter.ie](http://www.foodwastecharter.ie)).
* Support the European Commission (EC) published European Strategy for Plastics in a Circular Economy (January 2018) and associated measures, those that reduce unnecessary plastic packaging of goods; maximise the reuse and recycling of plastic packaging waste and promote goods that contain recycled plastic;
* Comply with Government Decision S180/20/10/0434C that Government Departments will not supply, directly or indirectly, single use plastic beverage containers, cutlery or straws. This restriction also applies to all Public Bodies including State Agencies, education centres and schools unless specific public health/hygiene or safety issues arise;
* Circular 20/2019: Promoting the use of Environmental and Social Considerations in Public Procurement;
* Support the attainment of Government objectives that aim to minimise the disposal of waste to landfill;

b) Appointed service providers will be required to put in place the following standards based on the HACCP regulations as detailed below in respect of:

* Cleaning and sanitation
* Personal Hygiene and Training
* Deliveries, Storage, Distribution and Transport
* Sustainable Energy & Waste Management
* Zoning (Separation of activities to prevent potential food contamination)
* Management of Allergens and customer facing declarations on same

The standards above are based on the requirements for a food business as outlined in the applicable legislation and standards below and in the FSAI Guidance notes currently in place ([www.fsai.ie](http://www.fsai.ie)):

* [Allergens](https://www.fsai.ie/business-advice/running-a-food-business/allergens)
* [Additives](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Additives)
* [Chemicals in food](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Chemicals-in-food)
* [Food Contact Materials](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Food-Contact-Materials)
* [Enforcement by Competent Authorities](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Enforcement-by-Competent-Authorities)
* [Food innovation](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Food-Innovation)
* [Microbiological criteria](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Microbiological-Criteria)
* [Microbiological hazards](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Microbiological-Hazards)(food poisoning bacteria and viruses)
* [Shelf-life](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Shelf-life)

c) Implement recommendations as outlined in:

* I.S. 340:2007&A1:2015 – NSAI Hygiene in the Catering Sector and
* I.S. 341:2007 – Hygiene in Food Retailing and Wholesaling
* [Green Tenders – Action Plan on Green Public Procurement (Chapter 9 – Food Waste Element)](https://www.gov.ie/en/publication/74075-green-tenders-an-action-plan-on-green-public-procurement/)
* New Directive on Healthy options in food (Calorie Counting)

I certify that the information provided above is in Section 3.2.B (ii) is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature** |  | **Date** |  |
| **Name** |  | **Position** |  |

Evidence Required

**Prior to the award** **(ONLY)** of any contract arising out of this public procurement competition the successful tenderer must provide current certifications and documentary evidence of all the above regulations, legislation and guidelines being adhered to in their current practices.

Where tenderers do not yet conform to;

* Regulation EC/834/2007 on food stemming from organic agriculture ([https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:189:0001:0023:EN:PDF](http://health.gov.ie/wp-content/uploads/2017/09/nutrition-guidelines-full.pdf?uri=OJ:L:2007:189:0001:0023:EN:PDF))
* Food supplied is produced according to fair trade principles as defined by the World Fair Trade Organisation (WFTO) (<https://wfto.com/our-fair-trade-system/our-10-principles-of-fair-trade/>)
* Sustainable Energy and Waste Management

They should give details of the commitment to, and timescales for achieving the requirements involved.

In addition, Tenderers may, if they so wish, submit any other quality awards of high standards, quality assurance and environmental management in support of their proposal (Please complete the list of these if applicable in the **Tender Response Document**.

**(iii) Staffing**

Service Providers will always be expected to apply adequate staffing resources to meet the demands of the service. In addition, the staff nominated to operate at the school must:

* Have undergone the relevant training in accordance with the standards published by the National Standards of Ireland (NSAI) (or equivalent) which are available at [www.nsai.ie](http://www.nsai.ie/) and summarised hereunder:
	1. Food Safety Training Level 1: Induction Skills or equivalent
	2. Food Safety Training Level 2: Additional Skills or equivalent
	3. Food Safety Training Level 3: Food Safety Skills for Management (Food Service, retail and manufacturing sectors)

All Tenderers must demonstrate that the staff proposed/hired be technically and professionally qualified to the standards above referenced one to three by completing the details in the **Tender Response Document.**

Evidence required

* Number of Staff planned for this specific contract & their experience working in food provision/preparation.
* All staff must undergo Garda vetting procedures. A list of these staff should be provided to the School Principal upon award of contract and only those who complete their Garda vetting to the satisfaction of the Board of Management of **“Insert School Name”** will be permitted to work on the premises.

(All staff must be proficient in English.)

**VETTING DISCLOSURES**

**NOTE:** Vetting disclosures must be received by school management in advance of anyone working onsite at the school’s premises, therefore the persons who may be performing the work the subject of this tender process must be known in advance of awarding the contract as time is of the essence.

The successful tenderer will be required to complete vetting application forms in respect of those who will be working on the school’s premises. School management will forward the application forms to its school management body who undertakes the vetting procedure on behalf of the school for new non-teaching positions.

The above vetting procedure is subject to the provisions of The National Vetting Bureau (Children and Vulnerable Persons) Vetting Act 2012 – 2016, commenced on 29th April 2016, and Department of Education and Skills circular letters. Updates are available on the DE (Department of Education) website [Commencement Of Statutory Vetting - Department of Education and Skills](https://www.gov.ie/en/circular/a822016571c44796b2a79ee66fb1c1da/).

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

# 6. Award Criteria

Only those Tenderers who have qualified in accordance with the selection criteria of this CFT will proceed to be evaluated under this award criteria. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

## 6.1 Criteria Applying to this contract

The contract is being awarded using the following qualitative related criteria. Tenderers should ensure that they have submitted enough relevant information to allow their tenders to be assessed under each of the award criteria set out below. Responses are required through completion of the Tender Response Document which accompanies this document. The Catering Contract will be awarded based on the most economically advantageous tender as identified in accordance with the following criteria:

1000 marks are available in this section. All information provided by each tender will be evaluated and assigned points based on the following weighted criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **Qualitative Criteria** | **Weighting** | **Maximum Score** | **Minimum Score Required** |
| **A. Quality of Service Provision & Variety of Items Proposed** | **50%** | **500 marks**  | **300 marks**  |
| **Each of these sub-criteria are of equal marks unless stated otherwise.**1. Each Tenderer is required to document each step, in words and imagery in relation to operation of the service on a typical school day in providing a catering service to this school. The response should include but is not limited to;a. The flexible advance ordering options.b. Food preparation for the specific requirements.c. Packaging/containers/procedures for keeping the food at optimum temperatures before & while delivery is taking place.d. Delivery to the designated areas.e. Serving.f. Cleaning.g. Waste management plan.h. Sustainability plan, in particular a commitment to reducing plastics and non- recyclable materials in package and food service.i. Payment, including a sample paperwork & invoicing.j. Any key challenges envisaged in any or all the steps. | **30%(3% each)** | **300 marks(30 marks each)** | **180 marks**  |
| The plan must be further demonstrated by including their overall approach comprehensively to the following requirements:2. The variety on offer-- Meat and Meat Alternatives- Seasonal fruit and vegetables- Other food items on offer, including accommodating those with food intolerances, and allergiesavailable for relevant meal per day, per week and per season, to minimise menu fatigue. These must be demonstrated in the menu plans to be submitted in response to this criterion, for each season for the prices stated as part of this evaluation. For the purposes of the menu plans, tenderers are asked to focus on those options upon which funding has been allocated, for each season. | **15%** | **150 marks** | **90 marks** |
| 3. How they plan to maximise and maintain a high standard of quality, freshness and preserve the nutritional content of food items proposed. | **5%** | **50 marks** | **30 marks** |
| **B. Health, Safety & Environment** | **30%** | **300 marks** | **180 marks** |
| A. Tenderers are required to demonstrate how they propose to meet the requirements of the schools in regard to health and safety standards. Responses are to include but are not limited to;* Alignment of suppliers/partnerships that can be formed locally.
* Demonstration of site familiarisation in light of bespoke service requirements.
* Highlight any potential challenges envisaged.
 | 15% | 150 marks | 90 marks |
| B. The proposal should also further address the Tenderer’s method for adhering to legislation relevant to health and safety and the environment, training and support given to their staff (in relation to greater use of sustainable food), specific to the food service industry when performing the services. | 10% | 100 marks | 60 marks |
| C. How the Tenderer proposes to manage and resolve any complaints/incidents in relation to (but not limited to):* food products,
* foreign materials or customer complaints of a medical nature (i.e., food borne illness).
 | 5% | 50 marks | 30 marks |
| **C. Contract Performance Management & Reporting**  | **10%** | **100 marks** | **60 marks** |
| **Each Tenderer is required to provide a clear procedure for their contract performance management and reporting, which must include but not be limited to the following:**A. Resourcing, and how additional staff are organised to cover during staff holidays and sickness. | 6% | 60 marks | 36 marks |
| B. Proposal for engagement and reporting, in line with those set out in the requirements, including escalation procedures to senior management of contract management and service issues to the Contracting Authority.  | 4% | 40 marks | 24 marks |
| **D. Presentation Meeting** | **10%** | **100 marks** | **N/A** |
| Tenders must meet the minimum requirements of evaluation of key award criteria (Criterion A, B & C), to be eligible to present to the evaluation committee on their proposal based on the points highlighted in the colour blue, mentioned in ‘4. Scope of Contract’ of the CFT document. The presentation will need to take place in the school at a time and date yet to be determined. Three (3) working days’ notice of the presentation will be provided to the invited tenderers.Each invited tenderer will be offered 40 minutes upon which they will be marked out of a maximum (100) marks for their presentation of:* Their demonstration of (1) in criterion A, for example their proposal for the pre-order options, management and operation of the food service, delivery to designated rooms, waste management & invoicing arrangements **(no marks available)**
* A sample of the proposed menu food options, reflective of the plan submitted in response to criterion A (2) above, to include vegetarian and food intolerances/allergies (e.g. gluten-free) options **(no marks available)**
* Their proposal as to managing menu fatigue, optimal nutritional content of foods proposed and the healthy eating focus **(maximum 100 marks available)**
 |

**NOTE 1:** Tenderers should clearly understand that their proposal must achieve a **minimum score equal to or greater than 60%** of the marks available in each of the service delivery criteria (i.e., award criteria **A, B and C** above) to avoid elimination from this competition. Those who meet the minimum scoring requirements of award criteria A, B & C above will be eligible to present to the evaluation committee on their proposal based on the points highlighted in the colour blue, under section **D. Presentation Meeting** of the table above, mentioned from the requirements to be met in ‘**4. Scope of Contract’** of the CFT document. See further details below.

**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:** 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.

## 6.2 Methodology for calculating scores for Criterion A, B and C

A 5-mark system will be used. A mark will be awarded to each criterion from 0 to 5. This mark, or multiplier, will be used to calculate the score to be awarded.

|  |  |
| --- | --- |
| **Score/Multiplier** | **Characteristic of Response** |
| 91- 100% | An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard. |
| 80- 90% | A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.  |
| **60- 79%** | **A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.**  |
| 30- 59% | A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.  |
| 1- 29% | A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.  |
| 0 | No response. |

Tenderers must achieve the Minimum Weighted Mark for each and all qualitative criteria to pass to the next stage of the Competition. Tenderers who fail to achieve the Minimum Weighted Mark (60%) in a Qualitative Award Criteria will be eliminated from the Competition.

Tenderers should ensure their proposals contain all the information referenced in respect of the award criteria above and detailed elsewhere in this document. This is to enable the Contracting Authority to make a full and fair assessment of their proposal.

Award of the Services Contract to the highest ranked Tenderer will be conditional upon:

1. the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 5; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents and
2. the evidence above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified.

# APPENDIX 1: INSTRUCTIONS TO TENDERERS

### (a) Tender Compliance and Submission Requirements

If a Tenderer fails to comply in any respect with the requirements as defined in Section 4 of this Call for Tender document, the Contracting Authority reserves the right to reject the Tenderer’s Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

• seeking written clarification from the tenderer;

• seeking further information from the tenderer;

• waiving a requirement, which in Contracting Authority’s view, is non-material or procedural.

Tenderers are required:

(a) To complete and submit with their tender response, signed Part 3 and Part 4 declarations found within the Tender Response Document (TRD), PROVIDED THAT they confirm that:

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

(ii) that they satisfy the Selection Criteria for this Competition as set out at paragraph 5.1 of this CFT.

(b) To submit all documentation which this CFT requires to be submitted with their tender response;

(c) To follow the format of this CFT and respond to each element in the order as set out in this CFT;

(d) To conform to and comply with all instructions and requirements set out within this CFT;

 (e) To submit the statement required under paragraph 2.4 below; and

 (f) Not to alter or edit this CFT in any way.

Without prejudice to the generality of this paragraph (a): Tender Compliance and Submission Requirements, failure to comply with any of the provisions of the tender submission requirements will render the Tender non-compliant and it will be rejected.

Tenders must be submitted via the electronic post-box available on [www.etenders.gov.ie](http://www.etenders.gov.ie). Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed**. Tenderers should consider the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box.

To submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until the response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

**Tenders must be received not later than 15:00hrs, on “insert date” (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.**

Tenders must be submitted in English.

Each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this CFT.

All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft File Formats Word and Excel and / or PDF readers. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

### (b) Queries and Clarifications

All queries relating to any aspect of this Competition or of this CFT must be directed to the messaging facility on [www.etenders.gov.ie](https://www.bordbia.ie/lifestyle/information/fruit-vegetables/best-in-season-calendar/).

**Queries will be accepted no later than 15:00hrs, “insert date” unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition other than to arrange the site visit (5.1.1).**

All responses to queries will be issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately. Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority reserves the right to issue or seek written clarifications.

The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on [www.etenders.gov.ie](http://www.etenders.gov.ie), to receive all responses to queries and other updates in relation to this Competition.

### (c) 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 the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

### (d) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

### (e) Extension of Tender Period

The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

### (f) 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 and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

### (g) Tendering Costs

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. 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 if they are required to attend clarification or other meetings or make a presentation of their proposals.

### (h) Tender Validity Period

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

### (i) Currency and Payments

All Tenderers must complete the Pricing Schedule in the TRD document which accompanies this document.

All prices quoted must be all-inclusive (i.e., including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 months commencing from the Tender Deadline.

Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

Payments for Services provided pursuant to this CFT shall be subject to and made in accordance with the Services Contract at Appendix 3 to this CFT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

**NOTE:** The Contracting Authority maybe be rolling out e-invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an E-invoice format that is compliant with the PEPPOL directive.

### (j) Confidentiality

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

1. are furnished for the sole purpose of replying to this CFT only;
2. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
3. shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
4. must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

### (k) Conflict of Interest

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that 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 any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

### (l) Freedom of Information

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

Tenderers are asked to consider if any of the information supplied by them in their Tender 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 because of such obligations.

### (m) Tax Clearance

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to [www.revenue.ie](http://www.etenders.gov.ie) for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

### (n) 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 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.

### (o) Environmental, Social and Labour Law

In the performance of any Services Contract awarded, the successful Tenderers, their subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU Law, National Law, Collective Agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU of the European Parliament and of the Council on public procurement (the “Directive”).

Tenderers shall be required to include an undertaking to comply fully with the provision of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish Law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

The Protection of Employees (Temporary Agency Work) Act 2012 (the “2012 Act”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing the Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

### (p) 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.

### (q) Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

### (r) 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 or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

### (s) Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

### (t) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. 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.

### (u) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications.

On a voluntary basis the Contracting Authority undertakes that no contract will be signed or take effect until at least seven (7) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this public procurement competition (“Standstill Period”). The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

### (v) Award Notices

Following the award of contract, award notices will be published on [www.etenders.gov.ie](http://www.etenders.gov.ie) for all national contracts exceeding €25k in value. This notice will state the name(s) of the successful tenderer(s).

### (w) Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

### (x) Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

### (y) Brand Names, etc.

Please note in relation to this tender document; where reference is made to a make, source, process, trademark, type or patent that this is not to be regarded as a de facto requirement. In all such cases the reference in question is accompanied by the words “or equivalent*”.*

### (z) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

### (aa) Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and to source the requirement with more than one service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

### (bb) Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

### (cc) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in Call 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.

### (dd) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender’s staff to the Contracting Authority staff will be availed of during the contract or prior to the handing over of the finished work/product.

### (ee) 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.

### (ff) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SMEs”) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this CFT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

### (gg) 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.

# APPENDIX 2: SERVICE LEVEL AGREEMENT

(Attached separately)

# APPENDIX 3: GOODS AND SERVICES CONTRACT

(Attached separately)