

**REQUEST FOR TENDER**

**CONCESSION CONTRACT**

|  |  |
| --- | --- |
| Title: | Provision of Crèche Services for the Houses of the Oireachtas |
| Contracting Authority: | Houses of the Oireachtas |
| Procedure: | Single stage procedure with Negotiation **\*** |
| Contracting Authority’s internal reference | 2025/1010 |
| Issue Date: | 7 August 2025 |
| Closing Date for Queries: | 12pm (noon) on 1 September 2025 |
| Closing Date for Tender Submission: | 12pm (noon) on 10 September 2025 |
| Submissions via: | Via eTenders post-box facility only. Please refer to instructions under Section 10.2 |
| Submission of queries: | Via eTenders messaging facility. Please refer to instructions under Section 10.3 |
| **\*** As the subject matter of this competition is defined as a Concession within the context of Directive 2014/23/EU, where the choice of procedure is open to the Contracting Authority, the procedure chosen on this occasion is a single-stage procedure involving negotiations. The Contracting Authority reserves the right to enter negotiations with some or all tenderers who submit a valid responsive tender. Negotiations may be held on all aspects of the service under each of the published Award Criteria. The Contracting Authority also reserves the right to award the concession contract directly following receipt of initial tenders without recourse to negotiations with individual tenderers. | |
| Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. Please upload your response as a ZIP FILE to protect the integrity of the file names. | |

[1 Disclaimer 1](#_Toc205394995)

[2 Use of eTenders 1](#_Toc205394996)

[3 Tender documentation 1](#_Toc205394997)

[4 About the Contracting Authority 2](#_Toc205394998)

[4.1 The Contracting Authority 2](#_Toc205394999)

[4.2 Small and Medium Enterprise participation 2](#_Toc205395000)

[5 About the Single Stage Procedure with Negotiation 3](#_Toc205395001)

[5.1 Tender Stage (this Phase) 3](#_Toc205395002)

[5.2 The Negotiation Stage 3](#_Toc205395003)

[5.3 Negotiation Meeting 3](#_Toc205395004)

[6 Scope of the Service Concession Contract 4](#_Toc205395005)

[6.1 Duration of the Concession Contract 4](#_Toc205395006)

[6.2 Details of the Licence Agreement 4](#_Toc205395007)

[6.3 Mandatory site visit 5](#_Toc205395008)

[6.4 Protection of Employees on Transfer of Undertakings, (TUPE) 5](#_Toc205395009)

[6.5 Anticipated timeline 7](#_Toc205395010)

[6.6 Award to Runner Up 7](#_Toc205395011)

[6.7 Compliance with the Terms and Conditions of the Licence 7](#_Toc205395012)

[7 Detailed specification of requirements 8](#_Toc205395013)

[7.1 Introduction 8](#_Toc205395014)

[7.2 Building Facilities, Furniture, Equipment and Maintenance 10](#_Toc205395015)

[7.3 Utilities, Costs, and Commercial Rates 11](#_Toc205395016)

[7.4 Security, Access and Health & Safety 12](#_Toc205395017)

[7.5 The Crèche Service 13](#_Toc205395018)

[7.6 Fees and License 13](#_Toc205395019)

[7.7 Compliance with relevant Legislation and Guidelines 14](#_Toc205395020)

[7.8 Sustainability measures 15](#_Toc205395021)

[7.9 Personnel and contract management 15](#_Toc205395022)

[8 Selection Criteria 18](#_Toc205395023)

[8.1 Use of the European Single Procurement Document 18](#_Toc205395024)

[8.2 Relying on the standing of other Entities 18](#_Toc205395025)

[8.3 General Information, Declarations and Financial Capacity Requirements 20](#_Toc205395026)

[8.4 Technical Capacity Requirements 21](#_Toc205395027)

[9 Award Criteria 24](#_Toc205395028)

[9.1 Methodology for calculating the Cost Score 26](#_Toc205395029)

[9.2 Methodology for scoring Qualitative Criteria 27](#_Toc205395030)

[9.3 Post Tender Clarification 27](#_Toc205395031)

[9.4 Verification 27](#_Toc205395032)

[9.5 Clarification of Abnormally Low Tenders 28](#_Toc205395033)

[9.6 Right to Confirm Suitability 28](#_Toc205395034)

[10 Instructions for Tenderers 29](#_Toc205395035)

[10.1 Closing Date for Tenders 29](#_Toc205395036)

[10.2 Submission of Tenders 29](#_Toc205395037)

[10.3 Queries 30](#_Toc205395038)

[10.4 Extension of the Tender Deadline 30](#_Toc205395039)

[10.5 Tender Validity Period 30](#_Toc205395040)

[10.6 Discrepancies between Documents 30](#_Toc205395041)

[10.7 Formatting of Tenders / Amending Tender Documents 31](#_Toc205395042)

[10.8 Collusive Tendering 31](#_Toc205395043)

[10.9 Confidentiality 31](#_Toc205395044)

[10.10 Clarification of Tenders 31](#_Toc205395045)

[10.11 Correction of errors 31](#_Toc205395046)

[10.12 Change in the composition of a Tender 32](#_Toc205395047)

[10.13 Interference and Inducement to Purchase 32](#_Toc205395048)

[10.14 Conflict of Interest 32](#_Toc205395049)

[10.15 Publicity 32](#_Toc205395050)

[10.16 Right Not to Award 33](#_Toc205395051)

[10.17 Notification of Tender Evaluations 33](#_Toc205395052)

[10.18 Award Notices 33](#_Toc205395053)

[10.19 Policy on Personal Debriefings 33](#_Toc205395054)

[10.20 Copyright 33](#_Toc205395055)

[10.21 Brand Names, etc. 34](#_Toc205395056)

[10.22 Environmental Aspects 34](#_Toc205395057)

[10.23 Knowledge and Skills Transfer 34](#_Toc205395058)

[10.24 Currency and Payments 34](#_Toc205395059)

[10.25 Irish Legislation and Law 34](#_Toc205395060)

[10.26 Anti-Competitive Conduct 34](#_Toc205395061)

[10.27 Accessibility / Dignity at Work 34](#_Toc205395062)

[10.28 Withholding Tax 35](#_Toc205395063)

[10.29 Freedom of Information 35](#_Toc205395064)

[10.30 Late Payment 35](#_Toc205395065)

[10.31 Data Protection 35](#_Toc205395066)

[10.32 Responsibility of Successful Party 36](#_Toc205395067)

[Appendix 1: Houses of the Oireachtas Child Safeguarding Statement 37](#_Toc205395068)

[Appendix 2: Inventory of Furniture and Equipment 38](#_Toc205395069)

[Appendix 3: Tenderer’s Declaration Regarding Acquired Rights 44](#_Toc205395070)

[Appendix 4: License Agreement 46](#_Toc205395071)

[Appendix 5: Confidentiality Agreement 47](#_Toc205395072)

[Appendix 6: TUPE Data Required 48](#_Toc205395073)

.

# 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 as a result 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.

# Use of eTenders

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal [www.etenders.gov.ie](http://www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

# Tender documentation

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT, its Appendices and the TRD, the following documents form part of the tender documentation:

* TUPE documentation and Licence Agreement (both documents will be made available at the site visit after signing a Non-Disclosure Agreement)
* Any clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any clarification documents published.

It is recommended to upload your response as a Zip file in order to protect the integrity of file names.

# About the Contracting Authority

## The Contracting Authority

The Houses of the Oireachtas Commission (hereinafter also referred to as the “Contracting Authority”) is the authority responsible for this procurement.

Further information is available at our corporate website [www.oireachtas.ie](http://www.oireachtas.ie).

## Small and Medium Enterprise participation

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

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

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

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

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

# About the Single Stage Procedure with Negotiation

## Tender Stage (this Phase)

As this is a single stage procedure with negotiation as specific in the Concessions Directive 2014/23/EU, any interested party may submit a tender. Those tenders will be evaluated to ensure they meet the specification, selection, and award criteria.

Following the initial evaluation, the Contracting Authority reserves the right to:

1. Move straight to a contract award decision, without negotiation
2. To apply the successive reduction to reduce the number of firms invited to the negotiation phase; or
3. To invite all firms to negotiation meetings.

## The Negotiation Stage

Where negotiation meetings take place, all aspects of the tender submitted may be discussed, including costs. Those tenderers will subsequently be accorded an opportunity to submit a Best and Final Offer (BAFO), which will be assessed against the award criteria.

It should be noted that the Contracting Authority reserves the right to award the contract directly following receipt of initial tenders without recourse to negotiations with individual tenderers.

## Negotiation Meeting

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

Following a negotiation meeting, if applicable, tenderers will be requested to submit a Best and Final Offer, which will be evaluated against the award criteria.

A visit to the tenderer’s premises may be required to clarify any questions or queries regarding the tender offer, as part of the final evaluation stage.

# Scope of the Service Concession Contract

This is a service concession contract. The successful Economic Operator (hereinafter also referred to as “the service provider” or “the Crèche Operator” or “the Operator”) will be awarded the contract for the delivery of the required services at the Crèche facility located in Kildare House, 36-42 Kildare Street, Dublin 2, D02 XE00.

As this service concession, falls below the EU threshold the Contracting Authority is conducting the tender procedure analogous to the requirements of Directive 2014/23/EU.

Tenderers are reminded that the economic risk associated with the delivery of the required service will rest fully with the successful concessionaire. The Contracting Authority offers no guarantee, express or implied, regarding the commercial viability or profitability of this concession.

It is emphasised that the successful concessionaire will be required to provide a licence fee, payable to the Contracting Authority in return for the right to exploit the service.

## Duration of the Concession Contract

The operation of the facility will be under a licence agreement. It is envisaged that a **four-year (4) licence** will be awarded at the outset with the Contracting Authority.

Subject to satisfactory performance, budget availability and ongoing business needs, the Contracting Authority reserves the right, at any time during the Term, by giving written notice to that effect to the Company, to extend the Term by postponing the Expiry Date by one (1) further twelve (12) month period, provided that:

1. the Term shall not be extended beyond the date falling on the fifth anniversary of the commencement date, and
2. the extension by the Contracting Authority of the Term shall not be construed as a waiver by it of any breach by the Company of any of its obligations under this Agreement.

## Details of the Licence Agreement

The Licence Agreement will be subject to annual review and its continuation will be dependent upon the Operator providing a satisfactory service and complying with annual external audit and legal inspection requirements. A Service Level Agreement (SLA) may be concluded with the successful tenderer, setting out the full scope of service requirements and relevant assessment mechanisms.

The successful Tenderer will be required to formally accept and sign the Contracting Authority’s Licence Agreement within 15 working days of it being informed of its success in being awarded the contract. Tenderers are required to review the Contracting Authority’s Licence Agreement (which will be made available at the site visit and also made available via e-tenders), prior to the submission of a Tender in order to familiarise themselves with the Contracting Authority’s requirements.

Tenderers should note that in the event of a conflict between the provisions of the Contracting Authority’s Licence Agreement and this request for tender, then the provisions of the Licence shall take precedence. Failure to comply with the execution of the Contracting Authority’s Licence Agreement specified deadline may result in the Contracting Authority revoking the offer of award.

## Mandatory site visit

It is the intention of the Contracting Authority to hold a site visit to view the Crèche facility in Kildare House, 36-42 Kildare Street, Dublin 2, D02 XE00.

This site visit is a **mandatory requirement** for Tenderers. This is to ensure the nature and extent of the services to be carried out are fully understood and appreciated by the tenderer and that the tenderer is satisfied in relation to all matters connected with the service and premises.

A maximum of two (2) people per Tendering party is allowed. Tenderers should provide details of those attending via the eTenders messaging facility. Please contact as soon as possible to arrange a date for site visit.

Details of access to the site and relevant contacts will be provided to the nominated visitors.

Any discussions during the site visit will not be binding on the Contracting Authority. Following the site visit tenderers must formally raise any queries in writing in accordance with the procedure for submitting queries as set out in section 10.2 below. Only information provided in the RFT documentation and any subsequent clarification(s) can be considered relevant for tender submissions.

See Section 6.4.2 re providing TUPE information. At the site visit, tenderers will be required to sign a Non-Disclosure Agreement and will be provided with the following information:

1. The TUPE information on the existing staff profile of the crèche with key data on hours, rates of pay, length of service for each of the staff involved in the service. Please see section 6.4 below.
2. A copy of the proposed Licence Agreement & Confidentiality Agreement (Appendix 4 & 5)
3. A copy of Houses of the Oireachtas Child Safeguarding Statement (Appendix 1)

## Protection of Employees on Transfer of Undertakings, (TUPE)

6.4.1 Tenderers shall be required 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 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.

**Note**: Tenderers must sign the **Tenderers Declaration re Acquired Rights** contained in the **Tender Response Document.**

6.4.2 Following registration of interest in this procurement competition on [www.etenders.gov.ie](http://www.etenders.gov.ie/) anonymised TUPE information relating to the terms and conditions of employment of all persons providing the Services under the existing contract may be requested via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). This information shall be provided directly via eTenders messaging to individual third-party Tenderers who attend a site visit (See Section 6.3) and who confirm that they will be submitting a tender, for the purposes of this procurement competition for the provision of for the Provision of Crèche Services for the Houses of the Oireachtas.

This information will only be released on receipt of a completed non-disclosure agreement (as per **Appendix 6**, available on [www.etenders.gov.ie](http://www.etenders.gov.ie) ). The Contracting Authority does not accept any liability or provide any express or implied assurance with respect to the accuracy of such information. Tenderers must form their own conclusions as to the completeness and accuracy of the TUPE information provided and may wish to consult their legal advisors with respect to same.

6.4.3 To this end, all tenderers shall confirm in writing their full and unreserved commitment to applying in full the terms of the **Charter on Incorporating Acquired Rights (TUPE) into Contract Award Procedures 2010**, included in **the TRD**. Any transfer of undertakings as may arise under this procurement competition shall be concluded directly, without involvement of the Contracting Authority, between the successful Tenderer, the Transferee and the incumbent provider. Full contact details of the Transferor will be provided to the successful tenderer immediately upon appointment.

6.4.4 The successful Tenderer shall agree and undertakes to submit to the Authority within 10 days of a request to do so, such anonymised TUPE information relating to the terms and conditions of employment of all persons providing the Services under this contract as may be required by the Awarding Authority. This information will be provided to third party Tenderers for the purposes of any new procurement competition for the Provision of Crèche Services for the Houses of the Oireachtas.

6.4.5 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 a 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 their 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.

6.4.6 As required under clause 6.4.4 above, the Provider shall submit to the Contracting Authority not later than six months prior to the expiry of the contract period or any extension thereto, or immediately upon termination of the contract by either party, such anonymised TUPE information relating to the terms and conditions of employment of all persons providing the services under this contract as may be required by the Institute. Following submission of this TUPE information and in any event during the six months prior to the expiry of the contract no change to terms and conditions of employment of persons providing services under this contract shall be made by the Provider other than as specifically included under any Employment Regulation Order during this period.

6.4.7 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 so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

## Anticipated timeline

The following indicative timeline is envisaged for this procurement:

|  |  |
| --- | --- |
| Issue RFT | 7 August 2025 |
| Closing Date for Queries | 1 September 2025 |
| Closing Date for Tender Submission | 10 September 2025 |
| Concession Commencement | End of October 2025 |

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

## Award to Runner Up

If, following the award of the service concession contract, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process 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 award procedure at its sole discretion.

## Compliance with the Terms and Conditions of the Licence

Award of the Licence will be conditional upon acceptance of the Contracting Authority’s Licence Terms and Conditions as appended at Appendix 4.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 10*) of this document.

# Detailed specification of requirements

## Introduction

The Contracting Authority invites experienced Crèche Operators to apply for the operation of the crèche facility to provide a high-quality service on specified terms and in accordance with the applicable legislation and best practice in childcare.

### User profile and eligibility

The Oireachtas Crèche is a small, on-site facility located in Kildare House, 36-42 Kildare Street, Dublin 2, D02 XE00 catering for up to twenty-nine (29) children. The following persons are eligible to apply for a crèche space or spaces in respect of a child or children:

1. Members of the Houses of the Oireachtas.
2. Staff of the Houses of the Oireachtas Service and staff of Members of the Houses of the Oireachtas on the Oireachtas payroll.
3. Other party-political staff on the Oireachtas payroll and Members of the Oireachtas Press Gallery, and staff of the Oireachtas Crèche.
4. Employees of Non-Commercial Public sector Bodies under the aegis of a Department.

For the purposes of this document, Public Sector Bodies are those described by the Central Statistics Office (CSO) in its Register of Public Sector Bodies. Where eligibility is not certain, the crèche will refer the name of the employer to the Facilities Management Unit, which will then refer to the most recent CSO publication to determine if the applicant falls within an eligible user group.

Employees of certain Central Government Bodies (see paragraph 2 above) who are employed on the basis of a temporary contract are deemed not to be eligible to use the services of the Oireachtas crèche. Confirmation of such status of employees will be sought by the Contracting Authority’s Facilities Management Unit from parent Departments and communicated to the manager of the crèche.

Places in the crèche must be offered on a priority basis. This is a condition of the licence. Priority is determined at the time of current application. Places are to be offered to members of eligible user groups in the following order of preference:

1. Members of the Houses of the Oireachtas
2. Existing service users who seek a place for an additional child provided the applicant remains otherwise eligible
3. Staff of the Houses of the Oireachtas Service, Members’ staff on Houses of the Oireachtas payroll, and other party-political staff on the Oireachtas payroll
4. Staff of the Oireachtas crèche
5. Members of the Oireachtas Press Gallery
6. Staff of Votes e.g. Department of Justice, Office of Public Works etc.
7. Staff of non-commercial agencies under the aegis of a Department. Within this group priority is to be provided, in the first instance, to the staff of the National Gallery of Ireland, National Library of Ireland, and National Museum of Ireland (Archaeology and Natural History)
8. Employees of Non-Commercial Public Sector Bodies under the aegis of a department including Local Authority Staff

Prior to making an offer of a crèche place, the eligibility status of applicants must be verified. Confirmation of the status of applicants will be sought by the Contracting Authority from parent Departments, Press Gallery or Cultural Institutions as required and communicated to the manager of the crèche. Deposits should not be accepted by the Operator until eligibility has been established.

Service users (parents or guardians) are required, upon registration at the crèche, to sign an undertaking to notify the crèche Operator of a change in their employment status (specifically termination in any form of their employment, or a change in employer).

When a parent or guardian ceases to be an eligible user of the crèche, any child or children of theirs already utilising its services immediately prior to the cessation of eligibility shall continue to be able to do so. Non-eligibility shall apply only to the registration of further children belonging to that parent.

The eligibility status of crèche users may be reviewed periodically, and this review will be conducted by the Contracting Authority in collaboration with the crèche manager.

### Details of the crèche facility

The current crèche facility is comprised of the following:

|  |  |  |
| --- | --- | --- |
| **Room** | **Size (Square Metres)** | **Included Facilities** |
| Crèche Office | 10.4 |  |
| Kitchen | 14.2 |  |
| Toddler Room | 35.4 |  |
| Nappy Changing Room | 4.6 |  |
| Buggy Storage Area | 4.0 |  |
| Utility Room | 3.2 | Washing Machine & Sink |
| Montessori/Pre-School Playroom | 30.9 |  |
| Montessori/Pre-School Toilet | 5.6 |  |
| Staff Toilet | 5.4 | Shower |
| Toddler Toilet | 2.0 |  |
| Baby Room | 23.5 |  |
| Baby Sleep Room | 16.4 | Maximum of Six babies |
| First Corridor (Entrance) | 11.8 |  |
| Corridors | 35.0 |  |
|  | 202.4 |  |

The current Crèche facility can accommodate up to twenty-nine children ranging in age as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Location** | **Age** | **Places** | **Ratio (Children to Adults)** |
| Baby Room | 3 to 15 Months | 6 | 3:1/5:1 depending on age |
| Toddler Room | 15 Months to 3 Years | 11 | 5:1/6:1 depending on age |
| Montessori Room | 3 to 5 Years | 12 | 8:1 |

Tenderers will need to submit a proposal outlining how to ensure maximisation of capacity and minimise staffing costs by optimum allocation of staffing resources. In addition, the ability to redeploy staff during quieter periods such as the summer months and mid-terms.

### Opening days and times

The Crèche is open from 08:15 to 18:15, Monday to Friday. There is also a facility for late night services, subject to notification in advance and to availability, from 18:15 to 22:30, to facilitate late night sittings of either Dáil Éireann or Seanad Éireann. The sitting times of both Houses (Dáil Éireann and Seanad Éireann) may extend to 22.15 on Tuesdays and Wednesdays and to 19:50 on Thursdays. Later sittings can be ordered by either House at its discretion. The sittings of the Houses are subject to change.

A drop-in service may also be provided on request subject to notification in advance and to availability. Any use of the Crèche premises outside these hours must only be undertaken with the written agreement of the Contracting Authority.

In view of the needs of working parents, the Crèche must be open all year apart from specific holiday closures, i.e., public holidays and short scheduled breaks over the Christmas and Easter periods, during which the Oireachtas campus is closed. Unless otherwise agreed with all parents/guardians, the Crèche will remain open during the summer months.

## Building Facilities, Furniture, Equipment and Maintenance

The Contracting Authority provides a purpose-specific crèche facility.

### Yard

The adjoining yard has a soft surface and has a number of fixed play items, the repair or replacement of which is the responsibility of the Houses of the Oireachtas Service. Any additional mobile items or toys not of a fixed nature supplied by the Operator will subsequently remain the property of the Operator, and their repair or replacement the responsibility of the operator also.

### Kitchen

The kitchen is equipped with a fridge, a dishwasher, a microwave and storage. The utility room contains a washing machine and a sink. The toddler and Montessori rooms are each equipped with a fridge for the storage of children’s lunches. The baby room is equipped with a microwave and a steriliser.

### Furniture, equipment, toys and replacement requirements

The crèche currently operates with a range of furniture, equipment, and toys. A list of furniture, toys and equipment will be provided at the site visit. The repairs and replacement of any new furniture toys or equipment that is purchased by the operator which will be a matter for the Operator. Any replacement or additional items supplied by the Operator will subsequently remain the property of the Operator. See Appendix 2 for a list of current furniture, equipment, and toys.

Parents/Guardians will provide nappies and all changing consumables.

The baby room, toddler room and Montessori room are each equipped with wall mounted Internet Protocol (IP) phones. The office is equipped with an IP phone and a cordless analogue handset.

The maintenance required internally to the fixtures and fittings and any refurbishment e.g. painting will be the responsibility of the Operator. Any significant repairs to the fabric of the building or externally will remain the responsibility of the Contracting Authority.

All maintenance works are to be reflected in the Operator’s Safety Statement and risk assessed and can only be carried out by fully insured and qualified/registered trades personnel.

## Utilities, Costs, and Commercial Rates

The Operator will be liable for the following utility charges:

### Electricity

Electricity will be based on metered consumption. Meters have been fitted to isolate this cost. The estimated cost of electricity per annum is €4,500. However, the Contracting Authority will recoup costs based on actual metered consumption.

### Heating

Heating costs will be charged on a pro rata basis on the percentage attributable to the floor-space occupied by the Crèche facility. The estimated cost of gas per annum is €1,600. However, the Contracting Authority will recoup costs based on a pro rata calculation of actual costs incurred for the entire building.

### Cleaning service

Cleaning will continue to be carried out by the Contracting Authority which will recoup any costs from the Operator. This is estimated at €4,165 (ex VAT) per annum based on six hours cleaning per week. The Contracting Authority is open to requests that the Operator provide this service directly.

### Phone service

Landline phones will not be provided by the Contracting Authority for use in the premises. The Service provider will be required to supply a mobile phone for the Creche onsite manager and contact number for Contracting Authority and parents of children that attend the creche facility.

### 7.3.5 Waste and other services

Waste Management, Pest Control and Fire Extinguisher maintenance will remain the responsibility of the Contracting Authority.

Any commercial rates payable relating to the subject premises are a matter for the operator directly with Dublin City Council.

## Security, Access and Health & Safety

### Access to the crèche

1. Access to the crèche is via the Oireachtas security system and electronic access card only. The Contracting Authority will supply a specific number of electronic access cards allowing staff to access the building, to operate the rear doors and the external door to the rear yard. The front entrance is provided with a bell for clients to gain access and the door can be released when the visitor is verified on the external camera.
2. Access to the Crèche will be restricted to the staff of the crèche Operator, selected Contracting Authority security personnel, Facilities Management Unit staff and Office of Public Works personnel and will be agreed with the Operator on commencement of the contract. The Contracting Authority reserves the right to gain access at all times for the purpose of responding to emergencies, security, fire and safety issues and for essential maintenance.
3. The Operator will ensure that the relevant Contracting Authority personnel are furnished with up-to-date contact details including out of business hours contact(s).
4. Any third-party service providers should be accompanied and must not, without prior arrangement with the Contracting Authority, be allowed to access any areas external to the crèche within Kildare House. Similarly, any third-party service providers requiring access to the Crèche at the request of the Contracting Authority will only be allowed access with the prior agreement of the crèche Operator/Manager.

### Roles and responsibilities for Fire Safety

There are two (2) fire exits for use during an emergency evacuation. The Contracting Authority will:

1. Handle all queries on behalf of the crèche in relation to compliance with fire issues with the Local Authority. This ensures that the crèche is in turn compliant with relevant (fire safety) HSE standards.
2. Undertake periodic fire inspections required by both the Local Authority and the HSE.
3. Design, oversee and supervise all changes required to the fire alarm and detection system to ensure compliance with required standards.
4. Oversee and supervise the maintenance and repair of the fire alarm and detection system.
5. Oversee and supervise the installation and maintenance of firefighting equipment at the crèche.
6. Oversee and supervise the maintenance of emergency lighting equipment at the crèche.
7. Oversee and supervise the installation and maintenance of emergency exit hardware (exit doors and fire doors) at the crèche.
8. Oversee and supervise the maintenance of the gas monitoring and control systems (Natural Gas) at the boiler plant at the crèche.

The Service provider will be required to:

1. Report any obvious defects or systems failures to the Contracting Authority’s Health and Safety Officer in a timely manner.
2. Be responsible for cooperating in carrying out and recording bi-annual fire drills.
3. Be responsible for ensuring that all of its staff members comply with all security, health and safety and other relevant legislative (or otherwise) requirements in the operation of the creche service.

## The Crèche Service

A complete range of child-care services is required from Monday to Friday, on a full year basis with the exception of agreed Christmas and Easter period breaks and public holidays.

### Educational activities

The crèche Operator will provide evidence of an enriched curriculum.

The crèche Operator will provide an outline of its proposed daily structure and education plan across all age groups. Tenderers required to submit their proposals for providing appropriate and quality Learning and Development Supports for children.

Please address this requirement as part of your response to Award Criterion D - Proposals for educational activities.

### Food service

The crèche Operator will be required to provide breakfast, lunch and dinner for children. Parents may also provide two daily snacks. Menu offering must reflect a nutritious and varied diet and must cater for any allergies or dietary restrictions in children.

As part of their response Tenderers must outline how they propose to source, store, prepare and provide nutritious and balanced meals daily for children including the provision of one hot meal per day. Sample menus must also be provided for breakfast, lunch and dinner. Please refer to Award Criterion E – Food service proposals.

## Fees and License

1. The crèche Operator must agree a standard weekly fee for each child and must be within an acceptable level comparable with alternative service facilities in the local area.
2. Full details of the fees will be available at the Site Visit.
3. The weekly payment is set for the first two (2) years of the contract. This must include an allowance for sibling discount. Increases in subsequent years will be subject to agreement with the Contracting Authority.
4. The fee policy must be compliant with the Department of Children and Youth Affairs policy.
5. An annual licence fee will be payable to the Contracting Authority by the successful Operator. Tenderers are invited to make proposals in relation to their proposed fee for each year of operation.
6. The final financial agreement may be subject to negotiation with the successful tenderer. Tenderers must submit a tender on the basis that they will provide the service on an open book basis, and at a minimum providing full access to their income and expenditure accounts relating to the crèche to the Contracting Authority on an annual basis. Failure to do so may lead to termination of contract.

## Compliance with relevant Legislation and Guidelines

The service provider and their employees, agents or third parties must comply with and adhere to all relevant legislation including the following and any relevant/ amending legislation as applicable:

1. The Child Care (Pre School Services) Regulations 2006.
2. The revised [Child Care Act 1991 (Early Years Services) Regulations 2016](https://www.tusla.ie/uploads/content/20160510ChildCareActEarlyYrsRegs2016SI221of2016.pdf) and the [Child Care Regulations (The Child Care Act 1991, Early Years Services, amendments regulations 2024)](https://www.irishstatutebook.ie/eli/2024/si/494/made/en/print).
3. Child and Family Agency Act (2013)
4. Safety, Health and Welfare at Work legislation (General Applications) Regulations (2007) and all relevant amendments
5. The Fire Services Act (1981) and (2003)
6. EU and Irish Employment legislation
7. The EU Hygiene of Foodstuffs Regulation (2006)
8. Any other relevant and applicable EU and Irish legislation

The service provider and their employees must comply with and adhere to all relevant guidelines including but not limited to:

1. The Standard Operating Procedures (SOP) for the Early Year Services Inspectorate
2. Children First: National Guidelines on the Protection and Welfare of Children Department of Health and Children (2011)
3. Children First National Guidance for the Protection and Welfare of Children 2017
4. Children First Act (2015)
5. Our Duty to Care: The Principles of Good Practice for the Protection Children and Young People (DOHC 2002)
6. Code of Practice of the Management of Fires Safety in Places of Assembly (1981)
7. A Guide to Fire Safety in the premises used for Preschool Services, Department of the Environment (1999)
8. The Standard Specification (Hygiene in the Catering Sector) Declaration, 2007 (Amendment) No. 1: 2015.
9. Management of Infection Disease in Childcare - Facilities and other childcare settings, Health Protection Surveillance Centre (2012)
10. Síolta, The National Quality Framework for Early Childhood Education (2006),
11. Aistear, The Framework Towards Early Learning, National Council for Curriculum and Assessment (NCCA) (2009)
12. Food and Nutrition Guidelines for Pre-School Services, Department of Health and Children (2004)
13. Any other relevant and applicable guidance.

All Tenderers will be considered mandated persons pursuant to the Children First Act 2015 and must hold a valid Child Safeguarding Statement of their own.

Tenderers should confirm that they hold such a document as part of their response to the selection criteria.

## Sustainability measures

The Operator will be required to consume resources with sustainability in mind to avoid waste of energy, water, the use of single-use items where possible, as well as reducing packaging and prefer sustainable packaging solutions.

## Personnel and contract management

### Personnel requirements

The management of all personnel, sub-contractors and contractors is critical to the success of this contract and it is the responsibility of the Operator to ensure that standards are maintained, and a suitable structure must be in place to manage this carefully. The Operator must ensure that personnel and sub-contractors are aware of the full extent of their roles and responsibilities at all times. If the Operator’s personnel or sub-contractors are unavailable for any reason, a trained, approved substitute must be provided at no additional cost.

The Operator is required to employ only suitably experienced employees with statutorily recognised qualifications and experience relevant to their role. The operator must provide a fully competent full-time manager with the appropriate management experience and an appropriate recognised qualification in childcare.

The Operator must also ensure that all employees, contractors and unpaid workers (students and volunteers) who have access to a child are vetted in accordance with Regulation 9 (2 & 3). Vetting must be obtained in respect of all employees or prospective employees with access to children, before such employees take up duty. Garda vetting must be retained for five (5) years from the date of employment.

The Operator (or any consortium member) will be responsible for, but not limited to:

* The ongoing management, including monitoring and measuring of productivity to agreed standards, training, motivation, health and safety compliance and all aspects of employee welfare of their personnel;
* All staff matters of their personnel, including those pertaining to all pay/salary matters, visa and eligibility requirements, income taxes, employment levies, social insurance contributions, USC, grievances, discipline, termination of employment or contracts for services (as the case may be), sick pay, absenteeism, workplace accidents, poor performance and/or labour or industrial relations.

The Operator will, as part of its contract, be required to indemnify the Contracting Authority in respect of any liability arising in connection with the employment of all persons delivering services to the Crèche.

The Operator must also ensure that, at a minimum, the adult/child ratios specified in the 2006 Regulations or any updated version of the regulations are maintained at all times.

Tenderers shall identify core team members proposed to provide the services and provide CVs for each identified member clearly setting out their individual roles and responsibilities. The Contracting Authority will be assessing the team in terms of breadth of relevant qualifications, relevant experience and expertise to deliver the services as set out in Section 7.

### Contract management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the contract. The nominated contract manager must be available full-time, be fully competent and with the appropriate contract management experience and an appropriate recognised qualification in childcare. 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 contract manager will include the following:

* Overall responsibility for a good working relationship with the Contracting Authority
* Provide regular reports on performance as agreed with the Contracting Authority
* Meet as and when required to review and examine performance
* Deal with disputes, complaints or concerns that cannot be adequately resolved
* Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.
* Note: Tenderers will note that contract management activities will be non-billable

### Inspections, reporting, ensuring compliance with Regulations

1. The service provider will be required to submit six monthly operational reports for the duration of the concession contract and to make available for inspection, on request, operational documents.
2. The crèche Operator will provide copies of any crèche inspection reports to the Contracting Authority together with their response to the findings of the reports.
3. The crèche Operator shall do all such acts and things as may reasonably be requested of it by the Contracting Authority from time to time in order to facilitate the carrying out of such reviews, surveys and assessments of the services as the Contracting Authority deems appropriate from time to time, including an annual parent satisfaction survey. Failure to do so may lead to termination of contract.

### Review meetings

The concession will be subject to ongoing quarterly review meetings with a more formal annual review aimed at determining the continuation of the contract. The Contracting Authority will nominate a representative for these meetings. The current nominee is Robert Lindsay.

### Audit

The Operator must provide copies of audits undertaken by statutory organisations, e.g. Tusla, to the Contracting Authority within three (3) working days of receipt of the audit report. In addition, the Contracting Authority reserves the right to carry out an independent crèche quality audit.

### Reports and record keeping

The Operator will be required to submit usage reports and make available for inspection on request all operational documents. These reports may cover (but are not limited to) the number of children using the facility, parent/guardian issues, health and safety updates and staffing issues.

The crèche Operator must record and maintain a detailed permanent written (hard copy) file of all incidents and accidents occurring at the premises for inspection by the nominated representative of the Contracting Authority whenever requested. Failure provide access to the usage reports, and operational documents as outlined above, and also records of incidents and accidents may lead to termination of contract

Tenderers are invited to submit their proposals for reporting to the Contracting Authority detailing the content of such reports and the frequency.

# Selection Criteria

The Contracting Authority is using the **single stage procedure with negotiation** for the award of this concession contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer’s compliance with the selection criteria and relevant exclusion grounds, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

## Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers must have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with the Financial and Economic Standing requirements set out in Section 8.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision. All other information in Section 8.3 must be provided. Only ESPDs compiled recently e.g. last 12 months, will be accepted.

## Relying on the standing of other Entities

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

Tenderers are reminded that they may rely on the resources of other entities in order to meet criteria and / or deliver elements of the contract requirements on condition that they can prove to the satisfaction of the client that they will have these resources at their disposal when necessary.

Therefore, a tenderer may consist of a grouping of any number of economic operators[[1]](#footnote-1). Where a group come together in whatever form i.e. consortium, joint venture, subcontractors etc. to submit a Tender in response to this Request for Tender and regardless of the legal relationship between them, the Contracting Authority will deal with all matters relating to this competition through the entity (the “Lead Tenderer”) who will carry overall responsibility for the performance of the contract only, if successful, irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

The Lead Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel 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 or responded to.

All Lead Tenderers relying on the capacity of other entities must:

* Identify in the relevant section of the TRD as the Lead Tenderer for the grouping with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made if successful.
* Identify in the relevant section of the TRD the relevant third parties upon whose capacity the Lead Tenderer is relying upon to meet selection criteria and / or deliver elements of the contract and identify the relevant criteria and elements of the contract.
* Ensure the relevant section of the TRD including all subsections are completed and submitted for all relevant third parties upon whom the Lead Tenderer is relying on to meet criteria and / or deliver elements of the contract if awarded.
* In all tenders, the Lead Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the relevant section of the TRD of the Lead Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified (e.g. two (2) reference contracts) will be considered. Where relying on the experience of others, at least one of the references provided should include reference to their relevant experience.

Where the tenderer consists of a grouping of economic operators and the tenderer is subsequently successful at tender stage, the Contracting Authority may require the members of the tender grouping to enter into a formal arrangement that can support the provision of collateral warranties to the Contracting Authority for the group members’ performance, etc. of the contract.

## General Information, Declarations and Financial Capacity Requirements

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

|  |  |  |
| --- | --- | --- |
| 1. General Information | | |
| Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable. Please complete this section in the TRD. | | |
| 2. Declaration of Bona Fides, Statutory Obligations, Art. 5K Declaration and GDPR Declaration | | |
| 1. Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. 2. Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. 3. Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine. 4. Complete the GDPR Declaration.   Tenderers must complete, sign and date these Declarations in the TRD. The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading. **Note:** This must be completed by each group member. | | |
| 3. Tenderer’s Declaration Regarding Acquired Rights | | |
| Tenderers must complete, sign and date this Declaration in the TRD. | | |
| 4. Financial and Economic Standing | | |
| **Tax Compliance** | Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document. | |
| **Financial Capacity** | (a) Confirmation that the tendering party turnover exceeded **€150,000** during one/each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.  (b) Confirmation from an independent third party of the tendering party’s financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.  Evidence of both statements will be required prior to the award of any contracts.  In the case of an applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead applicant. Where group members are relying on the lead applicant’s financial capacity, self-declaration / evidence will only be required of the lead.  In the case of firms more recently established evidence of pro-rata turnover will suffice. | |
| **Insurance** | Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified below.  A formal confirmation from the Tenderer’s insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any Contract.  The successful Tenderer will, during the term of the Contract, be required to:   1. immediately advise the Contracting Authority of any material change to its insured status; 2. produce proof of current premiums paid upon request; 3. produce valid certificates of insurance upon request. | |
| **Insurance Type** | **Required Level** |
| Employer’s Liability | €12.7 million |
| Public Liability | €6.5 million |
| Professional Indemnity | €600,000 |

## Technical Capacity Requirements

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

|  |  |
| --- | --- |
| 5. Personnel and skills | |
| Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD. Please note that multiple skills may reside in the same person. Please attach an organisation chart, clearly identifying all relevant departments, divisions, and 3rd parties, if applicable. | |
| **Skillset Required** | **Minimum Number** |
| Crèche manager with:   * at least 5 years’ experience in a similar role within the last 3 years * Minimum qualification of NFQ Level 6 in Childhood Development or Early Childhood Education in line with the requirements of the Childcare Act (Early Years Services) and Regulations 2016 | 1 |
| Room leader with:   * at least 5 years’ experience in a similar role within the last 3 years * Minimum qualification of NFQ Level 5 Major Award in Early Childhood Care and Education. | 2 |
| Childcare Assistant with:   * at least 3 years’ experience in a similar role within the last three (3) years * Minimum qualification of NFQ Level 5 Major Award in Early Childhood Care and Education. | 1 |
| Management staff with at least 5 years’ experience in managing a crèche facility | 2 |
| 6. Comparable Previous Experience | |
| Tenderers must provide information clearly demonstrating successful delivery of **one (1)** previous comparable experience/contract, involving the features as defined in the TRD. Tenderers should refer to instances within the last five (5) years which demonstrate that they have successfully delivered services of a comparable nature and scale on one (1) occasion. The contract referenced for consideration must provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract. The contract listed should be chosen to demonstrate the firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.  **Note #1:** All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.  **Note #2:** In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.  **Note #3:** Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects must be from the 3rd party identified in Section on General information.  **Note #4:** Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.  **Note #5:** The Contracting Authority may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform the Contracting Authority of the reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, that they have the required capacity to deliver the services.  **Note #6:** Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable. | |
| 7. Vetting Disclosures and Staff Training | |
| Tenderers must demonstrate that they have appropriate mechanisms and procedures in place to ensure that all staff employed have been subject to adequate and legally compliant vetting processes.  Tenderers must confirm that all staff are adequately trained in compliance with all Childcare legislation and that a continuous professional development programme and plan operates.  Please complete the TRD. | |
| 8. Registration with Tusla | |
| Tenderers must declare they are registered with Tusla, the Child and Family agency as per the 2006 Childcare (Early Years Services) Regulations 2016.  Please note that evidence of registration with Tusla will be requested from the successful tenderer as a condition of award.  Please complete the TRD. | |
| 9. Child Safeguarding | |
| Tenderers must declare that:   1. they will comply with the Children First Act (2015); 2. they hold a valid Child Safeguarding Statement which will be made available upon request of the Contracting Authority; 3. they have read the Houses of the Oireachtas’ Child Safeguarding statement included under Appendix 1   Please complete the TRD. | |
| 10. Health & Safety Management System | |
| Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award. | |
| 11. Quality Assurance Management System | |
| Tenderers must provide information on the measures in place to ensure the delivery of a quality service, for example by way of an externally certified system, or an equivalent in-house quality control process or system. Please complete the TRD. | |

# Award Criteria

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

The contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

Tenderers should note that they must achieve the requisite minimum score of 50% in respect of each of the qualitative award criteria (i.e. 1,000 marks for Award Criteria A, 1,000 marks for Award Criteria B etc.) in order to avoid elimination from the competition.

|  |  |  |  |
| --- | --- | --- | --- |
| Criterion A | Weighting | Maximum Marks | Minimum Marks |
| 20% | 2,000 | 1,000 |
| Title | **Methodology for Ensuring the Safety, Welfare and Protection of Children** | | |
| Description | With reference to the requirements included under section 7.7 (Compliance with relevant legislation and guidelines), as well as personnel vetting requirements and adult/child ratios, see Sections 7.7 and 7.9.1 above, Tenderers must detail their proposed methodology for the following:   1. Ensuring compliance with the statutory ratios as required under the Childcare Support Act 2018 whilst ensuring supply of the specified allocation of places for service users 2. Operation of a flexible service in line with the requirements of their service users (i.e. after school service and drop in service) 3. Emergency procedure and plan for treating children who become ill whilst attending the crèche. 4. Proposed schedules for managing the daily wellbeing of children in each age group. 5. Procedure for monitoring childcare staff during working hours. 6. Proposed training and mentoring supports for childcare staff. 7. Procedure for reporting breaches of childcare regulations.   This criterion will be evaluated in its totality and no sub-criteria are used. | | |
| Criterion B | Weighting | Maximum Marks | Minimum Marks 50% |
| 20% | 2,000 | 1,000 |
| Title | **Methodology for facilities management and onsite health and safety** | | |
| Description | Tenderers must demonstrate an understanding of the service requirements and describe their approach to facilities management, with reference to the following RFT requirements:   1. Management utilities and maintenance of facilities, furniture and equipment (see section 7.2, 7.3, and 7.8 above); 2. Security, Access and Health & Safety (see section 7.4 above) to include details of:  * proposed security arrangements on-site for the protection of children and staff (including fire drill procedures) * day-to-day maintenance procedures (including fire alarm maintenance) * proposal for ensuring adequate heating, lighting and ventilation * back-up arrangements in the event of emergencies   This criterion will be evaluated in its totality and no sub-criteria are used. | | |
| Criterion C | Weighting | Maximum Marks | Minimum Marks 50% |
| 20% | 2,000 | 1,000 |
| Title | **Quality of the proposed resources, contract management and business continuity** | | |
| Description | Tenderers must provide and clearly set out details of their proposed team for delivering the services and a detailed description of how contract management will be organised over the lifetime of the concession.  The response must include:   * Nominated contract manager (CV to be provided) * Other human resources required to deliver the services (CVs are to be provided for all resources, demonstrating their qualifications, skills and expertise) * Details of procedures for eligibility verification * Procedures for all staff recruitment including qualifications and vetting. * Details of procedures for dealing with disputes, complaints or concerns * Reporting, review and communication approach * Details of a business continuity plan to ensure reliability and continuity of service. * Proposal to ensure the maximisation of capacity and minimization of staffing costs, including the ability to redeploy staff during quieter periods.   Tenderers are referred to Section 7 and related sub-sections 7.1.1 and 7.1.2 of the RFT.  Please note that this criterion will be evaluated in its totality and no sub-criteria are used. | | |
| Criterion D | Weighting | Maximum Marks | Minimum Marks 50% |
| 10% | 1,000 | 500 |
| Title | **Proposals for educational activities** | | |
| Description | Tenderers must submit their proposals for providing appropriate quality Learning and Development activities for Children.  Proposals may include innovative learning approaches and/or integrate sustainability (both social and environmental) into educational activities.  Please refer to Section 7.5.1 above.  This criterion will be evaluated in its totality and no sub-criteria are used. | | |
| Criterion E | Weighting | Maximum Marks | Minimum Marks 50% |
| 10% | 1,000 | 500 |
| Title | **Food service proposals** | | |
| Description | Tenderers must outline how they propose to source, store, prepare and provide nutritious and balanced meals daily for children including the provision of one hot meal per day.  Tenderers must include sample menus for breakfast, lunch and dinner Please refer to Section 7.5.2 and 7.8 above for tender submission requirements.  This criterion will be evaluated in its totality and no sub-criteria are used. | | |
| Criterion F | Weighting | Maximum Marks | Minimum Marks 50% |
| 15% | 1,500 | 750 |
| Title | **Commercial viability** | | |
| Description | Tenderers are required to ensure the commercial viability of the childcare facility and to ensure it remains open at all times (exceptions outlined above). Tenderers will be required to provide a business plan with income and expenditure/profit and loss account for the first two years of operation of the service in addition to an action plan demonstrating activities to ensure the commercial viability of the service through additional activities/services.  Tenderers are also requested to detail their proposed fees for parents/guardians for the various age groups for full and partial day care for the first two years of the contract.  Fees for the additional and optional years of the contract will be subject to agreement between the Contracting Authority and the successful crèche Operator. | | |
| Criterion G | Weighting | Maximum Marks | Minimum Marks 50% |
| 5% | 500 | n/a |
| Title | **Financial offer** | | |
| Description | Tenderers are required to propose an annual licence fee. This fee will be fixed for the first four years. | | |

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

## Methodology for calculating the Cost Score

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

|  |  |
| --- | --- |
| Lowest Cost from a Bona Fide tender | A |
| Cost for the tender being evaluated | B |
| Maximum Points available for Cost | C |
| Formula employed | A x C  B |

## Methodology for scoring Qualitative Criteria

|  |  |  |
| --- | --- | --- |
| Score | Category | Description |
| 90 – 100% | Exceptional | An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations. |
| 80 – 89% | Excellent | An excellent response demonstrating excellent understanding offering assurance to client – fully supported. |
| 70 – 79% | Very good | A very good response demonstrating very good understanding offering assurance to client – strongly supported. |
| 60 – 69% | Good | A good response demonstrating good understanding offering assurance to client – well supported. |
| 50 – 59% | Acceptable | An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported. |
| Less than 50% is unacceptable and considered ineligible from further consideration | | |

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

## Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

## Verification

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

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

## Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority’s concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

## Right to Confirm Suitability

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.

# Instructions for Tenderers

## Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

## Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

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

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

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: [irish-eproc-helpdesk@eurodyn.com](mailto:irish-eproc-helpdesk@eurodyn.com)

Phone: +353-818001459

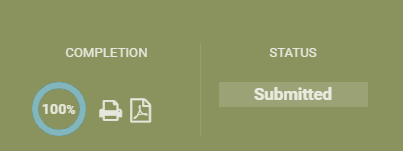
### Accessing Documents

It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

1. Log-in to the system
2. Locate the competition using the Advanced Search by Contracting Authority or Resource ID
3. Click on the hyperlink for the competition which will bring you to the CfT Workspace
4. In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu
5. Complete the “Association with the CfT” tab.
6. This will then provide you with a link to “Tender” under the Show CfT Menu

### Submitting your Response

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



If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

## Queries

The closing date for submitting queries is specified on the title page.

All queries regarding this tender should be through the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie), including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

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

## Extension of the Tender Deadline

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

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

## Tender Validity Period

To allow sufficient time for tender assessment a tender validity period of 24 months is required, this period commencing on the closing date by which the Tenders are to be returned.

## Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

## Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

## 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 party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

## Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

## 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.

## 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 (if applicable). 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.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

## Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

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.

## 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. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

## Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

## Publicity

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

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

## 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, in particular, to source the requirement with more than one service provider.

The Request for 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.

## Notification of Tender Evaluations

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

Potential outcomes can be:

* Establishment of Award of Contract
* Letter of Regret
* Decision not to proceed with the Award of Contract

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 calendar days from the date of notification of unsuccessful tenderers (‘standstill period’).

## Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

## 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.

## 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 license to use such material but only for its own purposes (to be agreed with the successful tenderer).

## Brand Names, etc.

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

## 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 and throughout the delivery of all contracts.

## Knowledge and Skills Transfer

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

## Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

## Irish Legislation and Law

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

## Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the “2002 Act”), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

## Accessibility / Dignity at Work

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

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

## Withholding Tax

Where applicable, payments shall be subject to Irish ‘Professional Services Withholding Tax’ at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

## Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority’s obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

## Late Payment

The Contracting Authority operates in accordance with Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

## Data Protection

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

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the tenderer in response to this Request for Tender.

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

## Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.

# Appendix 1: Houses of the Oireachtas Child Safeguarding Statement

Attached as a separate document. Copy to be provided during site visit.

# Appendix 2: Inventory of Furniture and Equipment

|  |
| --- |
| **Baby Room – Furniture and Equipment** |
| 1 Fridge |
| 1 Highchairs |
| 4 Emergency Cots, two regular cots |

|  |
| --- |
| **Baby Room – Toys** |
| 3 Mirrors |
| Small Box of Cars |
| Box of Dolls |
| Noah’s Ark and Animals |
| Box of Rubber Lego |
| Stackable Magnets |
| 2 Telephones |
| 1 Box of Soft Toys |
| 5 Plastic Toy Plates |
| 1 Box of Toy Food |
| 2 Spoons |
| 2 Saucepans |
| 1 Box of Links |
| 1 Box of Musical Instruments |
| 4 Shape Cutters |
| 6 Painting Aprons |

|  |
| --- |
| **Hallway and Office:** |
| 12 Staff Lockers |
| 1 Highchair |
| 2 Adult Fabric Chairs |
| 1 Office Chair |
| 1 Office Table |
| 1 Adult Round Table |
| 1 Locked Filing Cabinet |
| 3 Drawer Filing Cabinet |

|  |
| --- |
| **Kitchen** |
| 10 Clear Plates |
| 7 Clear Bowls |
| 14 White Bowls |
| 20 White Plates |
| 1 Plastic Jug |
| 9 Small China Plates |
| 12 China Bowls |
| 12 Large China Plates |
| 3 Chopping Boards |
| 1 Toaster |
| 1 Ice Machine |
| 1 Hot Water Machine |
| 1 Dishwasher |
| 1 Trolley |
| 1 Fridge |
| 4 Serving Spoons |
| 1 Colander |
| 1 Grater |
| 1 Large Silver Bowl |
| 1 Medium Silver Bowl |
| 1 Small Silver Bowl |
| 1 Tea Pot |
| 6 White Forks – Childrens |
| 37 White Knives – Children’s |
| 10 Silver Knives |
| 2 Silver Forks – Children’s |
| 1 Bread Knife |
| 1 Large Meat Knife |

|  |
| --- |
| **Montessori Room** |
| 2 Round Tables |
| 1 Small Rectangular Table |
| 3 Chairs |
| 1 Large Chair (Teacher) |
| 7 Moveable Shelves |
| Moveable Dress Up Box |
| Standalone Mirror |
| Art Rack |
| 1 Hand Basin |
| 1 Fridge |
| Bookshelf Box |
| Shop Stand |
| 2 Shopping Baskets |
| Cash Till |
| Sand Box with Stand |
| Sand Utensils |
| Music Basket with Assortment of Instruments |
| 1 Builder’s Box |
| 2 Dress-up Handbags |
| 1 Navy Push Buggy |
| ***Kitchen equipment:***  4 Cups  2 Jugs  Sugar bowl  Teapot  5 Plates  1 Tea Towel  5 Utensils  2 Bowls  3 Pots & Pans  2 Wine Glasses |
| ***Construction area:***  15 Small Storage Boxes  Trains and Train Tracks  Farmhouse  Pirate Ship  Doll House Furniture  2 Boxes of Duplo Lego  Blocks  Connector Blocks  Little Village Blocks |
| ***Art Area:***  5 Scissors  4 Green Aprons  3 Paint Tubs  Box of Sponges and Rollers  Box of Rolling Pins and Cutters |
| ***Montessori Materials:***  9 Large Rectangular Wooden Trays  2 Small Rectangular Wooden Trays  4 Triangular Wooden Trays  Tessellation Shapes with Control Cards  Long Rods with Stand  Numbers Rods with Cards  Binomial Cube  Trinomial Cube  Broad Stair  Pink Tower with Stand  Colour Box 1  Colour Box 2  Colour Box 3  4 Knobless Cylinders – Full Set  4 Cylinder Blocks – Full Set  Stereo Gnostic Bags (Geometric Solids Set)  Touch Fabrics  Touch Boards – Full Set  Touch Tablets  5 Constructive Triangles  Metal Insets with Stand – Full Set  5 Pencil Holder Blocks­  10 Coloured Pencil Holders  Metal Inset for design Paper Box  Spindle Box with Spindles  Numbers and Counters – Full Set  1 Small Tray with 4 Compartments  Short Bead Stair  Abacus  Large 32 – Piece Ireland Puzzle- there and ours  Large European Puzzle  Zoology Puzzles  Botany Puzzles  Botany Puzzle Holder Cabinet  Large Continent Jigsaw Puzzle  Coloured Globe  Life Cycle of a Banana Puzzle­  Large Moveable Alphabet with Pink and Blue Series Boxes  Lower Case - Sandpaper Sounds – Full Set.  Capitals - Sandpaper Sounds – Full Set.  Sandpaper Numbers (wooden) – Full Set. |

|  |
| --- |
| **Outdoor Equipment** |
| 1 Small Bounce Horse |
| 4 Push Bikes |
| 2 Hula Hoops |
| 8 Large Cones |
| 1 Buntas Bag with an Assortment of Sporting Equipment |

|  |
| --- |
| **Toddler Room** |
| 2 Tables |
| 4 Chairs |
| 1 Large Chair (Teacher) |
| Dress-up Box |
| 1 Sandpit |
| 1 Fridge |
| 1 Long Wall Mirror |
| 1 Hand Basin |
| ***Home & Dress up Area:***  4 Dolls  2 Telephones  2 Saucepans  3 Bowls  10 Plates  2 Cups  1 Spoon  2 Boxes  1 Toolbox  4 Hangers |
| ***Construction Area:***  1 Box of Train Tracks & 3 Trains  1 Box of Large Duplo Lego  1 Box of Connectors  1 Box of Single Large Blocks  1 Box of Double Blocks |
| ***Music & Book Area:***  6 Musical Instruments |
| ***Montessori Area:***  Pink Tower  11 Jigsaws  2 Peg Boards  Set of Pegs |
| ***Art Area:***  1 Large Clear Container  6 Painting Aprons  6 Large Rolling Pins  4 Paint Pots & 4 Lids |

# Appendix 3: Tenderer’s Declaration Regarding Acquired Rights

|  |  |
| --- | --- |
| **Contracting Authority** | **Houses of the Oireachtas Commission** |
| **Tender** | **Provision of Crèche Services for the Houses of the Oireachtas** |

|  |  |  |
| --- | --- | --- |
| **All Tenderers** | **Yes** | **No** |
| I/We undertake to comply fully with the provisions of Council Directive 2001/23/EC on the approximation of 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, as implemented in Irish law by Statutory Instrument SI No. 131 of 2003 European Communities (Protection of Employees on Transfers of Undertakings) Regulations 2003 (hereinafter referred to as “the Regulations”), in respect of any contract that may be awarded on foot of the Invitation to Tender Document. |  |  |
| I/We acknowledge that the Houses of the Oireachtas Commission will not be responsible for any of the Tenderer’s obligations under the Regulations. |  |  |
| I/We acknowledge that, with regard to any contract that may be awarded on foot of this Request for Tender document, the successful Tenderer shall have no recourse against the Houses of the Oireachtas Commission with respect to any liabilities or obligations arising from the application of the Regulations. |  |  |
| I/We acknowledge that, with regard to any contract that may be awarded on foot of this Invitation to Tender Document, the Successful Tenderer shall indemnify and hold the Houses of the Oireachtas Commission harmless against all claims, judgments, decrees, orders, awards, costs, liabilities and expenses howsoever arising by virtue of any failure by the Successful Tenderer to comply with its  obligations under the Regulations. |  |  |
| I/We acknowledge that upon expiry of any contract awarded on foot of this Request for Tender document that we will, as Incumbent Service Provider, comply with the following:  Three months prior to the expiry of the contract or immediately after notice has been given to terminate, the Incumbent Service Provider (Operator of the Oireachtas Crèche) shall:   1. On request, provide the information listed in Appendix 5 relating to employees assigned in providing the services under the contract; 2. Permit the Houses of the Oireachtas Commission to use the information for informing tenderers for services which are substantially the same type of services as provided pursuant to this contract; 3. Enable and assist communications with and meet those employees, employees trade union or employee representatives; and 4. Permit the Houses of the Oireachtas Commission to use the information for informing any prospective employer of the incumbent service provider employees. |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER’S ORGANISATION**  **I understand that the non-acceptance of all the terms described above or failure to sign and date this Declaration will result in the exclusion of a tenderer from the contract award process.** | | | |
| Signature |  | Date |  |
| Name |  | Telephone Number |  |
| Position |  | E-mail Address |  |

# Appendix 4: License Agreement

Attached as a separate document. Copy to be provided during site visit.

# Appendix 5: Confidentiality Agreement

Attached as a separate document. Copy to be provided during site visit.

# Appendix 6: TUPE Data Required

Tenderers should note that if successful they will be required to comply with this requirement at the termination of the contract.

Incumbent Service Provider Personnel information is to be released at least three months prior to the end of this contract in order to provide information on costs for a new tender process.

1. The following anonymised information must be provided to the Houses of the Oireachtas Commission:
   1. The total number of staff that currently undertake the work and who may therefore be transferred.
   2. The total number of posts or proportion of posts expressed as a fulltime equivalent value that currently undertakes the work that is to transfer.
   3. The preceding 12 months total pay costs.
   4. Total potential redundancy liability if all the transferring employees were made redundant.
2. In respect of each of those members of staff included in the total at 1.1 above; the following anonymised information:
   1. Age (Not Date of Birth).
   2. Employment Status (i.e. Fixed Term, Casual, Permanent).
   3. Length of current period of continuous employment (in years and months).
   4. Weekly contracted hours of attendance (gross).
   5. Standard annual holiday entitlement/current holidays accrued.
   6. Redundancy liability information.
   7. Annual salary.
   8. Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment).
   9. Details of shift pay, overtime rates, Sunday premium and other attendance patterns that attract enhanced rates of pay or allowances.
   10. Regular/recurring allowances.
3. Any additional information about factors that may influence staffing levels and costs.
4. The information to be provided at paragraphs 1, 2 and 3 should not identify an individual member of staff by name or other unique personal identifier.
5. The general employment terms and conditions applicable to those members of staff identified at 2 above.
6. Anonymised details of any employment terms or terms and conditions that deviate from those disclosed at 5 above.

1. ‘Economic operator’ means any natural or legal person or public entity or group of such persons and / or entities, including any temporary association of undertakings, which offers the execution of works and / or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU). [↑](#footnote-ref-1)