

**Tender Response Document**

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| **Title:** | Provision of Crèche Services for the Houses of the Oireachtas |
| Contracting Authority: | Houses of the Oireachtas |
| Contracting Authority’s internal reference: | 2025/1010 |
| Closing Date for Submissions: | Noon (12pm), 10 September 2025 |
| Organisation Name: |  |
| Contact Name: |  |
| Contact Email: |  |

* **Note #1:** Please read this document in conjunction with the separate RFT document and other relevant documentation provided including Pricing Documents where relevant.
* **Note #2:** This Tender Response Document must be used for responding to the Request for Tenders. Tenderers must not personalise or modify the current format.
* **Note #3:** Tenderers are recommended to upload this completed response as a Zip file in order to protect the integrity of file names.
* **Note #4:** Please complete the [Confirmation Check](#ConfirmationCheck) at the end of the document.

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# Instruction for Completion

This document **MUST** be used for the submission of tenders.

Tenderers must ensure they have read the Request for Tender before they attempt to complete this Tender Response Document.

The Contracting Authority will not click on any web links in Tender responses, so Tenderers cannot assume that any material contained in web links will be viewed. Where Tenderers submit additional material such as brochures or appendices, they must specifically highlight the information they consider is relevant to their Tender and clearly explain which criterion it relates to. The Contracting Authority is under no obligation to parse through such material seeking information relevant to the response.

If you consider that the Tender Response Document is missing any sections which would prevent you from preparing a comprehensive response, please contact the Contracting Authority as soon as possible.

Where there is a discrepancy between the contents / instructions in this document and the Request for Tender, the Request for Tender will take precedence.

Tenderers must follow the instructions contained in this document in relation to attachments, format for submission, etc.

Where tenderers are relying on other parties to meet the selection criteria, those parties must be available to deliver elements of the contract.

Response to the Selection Criteria

## General Information – Pass/Fail criterion

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| **General Information** | | | | | | |
| **Weighting:** Pass/Fail  **Pass requirement:** Tenderers must complete this Section. | | | | | | |
| Organisation official name: | |  | | | | |
| Contact Name: | |  | | | | |
| Position: | |  | | | | |
| Address: | |  | | | | |
| Telephone (Office): | |  | | | | |
| Telephone (Mobile): | |  | | | | |
| Email: | |  | | | | |
| Website: | |  | | | | |
| VAT Registration Number: | |  | | | | |
| Date of Establishment: | |  | | | | |
| Legal Status (Company, Sole Trader, etc.): | |  | | | | |
| Please answers the following questions with ‘Yes’ or ‘No’: | | | | | **Yes** | **No** |
| 1) Is the Tenderer a Small and Medium-size Enterprise (SME) as defined in the European Commission’s Recommendation 2003/361/EC[[1]](#footnote-1)? | | | | |  |  |
| 2) Is the tenderer a consortium / group of Economic Operators? | | | | |  |  |
| 3) Is the Tenderer a Lead Tenderer acting on behalf of a group of economic operators regardless of legal form of grouping? | | | | |  |  |
| 4) Is the Tenderer relying upon another entity including sub-contractors to meet some/or all of the qualification requirements under the selection criteria? | | | | |  |  |
| 5) Is the Tenderer only relying on the other entity(s) to deliver services under the framework(s)/contract(s)? | | | | |  |  |
| 6) Does the Lead Tenderer confirm that if successful those other parties are available to deliver the services when required and may be required to co-sign the formal Contract? | | | | |  |  |
| If the answer to any of the above questions 4 and 5 is ‘Yes’, full details of the other parties relied upon must be provided below by the Lead Tenderer. Please note that where this entity is being relied upon, this must be clearly identified, where relevant, throughout the Tender Response. | | | | | | |
| Please describe the type of grouping (e.g. consortium, joint venture, subcontracting etc.) | |  | | | | |
| Details and contributions of other parties: | | | | | | |
| Official name of entity | Selection criterion where Tenderer is relying on their resources to qualify  and/or  Service/element to be delivered by third party | | The third-party is clearly identified throughout the response | | | |
| **Yes** | **No** | | |
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## Declaration of Bona Fides, Statutory Obligations, Art. 5K and GDPR Declaration – Pass/Fail criterion

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| **Weighting:** Pass/Fail  **Pass requirement:** Tenderers must complete, sign and date this Declaration.  The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading.  This must be completed by each group member. | | | |
| **Declaration of Bona Fides and Statutory Obligations** | | | |
| Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved). | | | |
| **Please check the relevant box (Yes/No):** | | | |
| 1.1 | Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences? | **Yes** | **No** |
| 1.1a | participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA; |  |  |
| 1.1b | corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established; |  |  |
| 1.1c | fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests; |  |  |
| 1.1d | the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence; |  |  |
| 1.1e | the subject of a conviction for money laundering or terrorist financing; |  |  |
| 1.1f | the subject of a conviction of child labour and other forms of trafficking in human beings; |  |  |
| 1.2 | **Non-payment of taxes or social security obligations**  Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?  If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved. |  |  |

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| An Economic Operator who answers ‘Yes’ in any of the situations set out in paragraphs 2.1a to 2.1i will be excluded. | | | | |
| **Please check the relevant box (Yes/No):** | | | | |
| 2.1 | Have any of the following situations applied, within the past three (3) years, or currently apply, to your organisation? | | **Yes** | **No** |
| 2.1a | The Economic Operator has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU; | |  |  |
| 2.1b | The Economic Operator is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations; | |  |  |
| 2.1c | The Economic Operator is guilty of grave professional misconduct which renders its integrity questionable; | |  |  |
| 2.1d | The Economic Operator has entered into agreements with other Economic Operators aimed at distorting competition; | |  |  |
| 2.1e | The Economic Operator has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures; | |  |  |
| 2.1f | The Economic Operator confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures; | |  |  |
| 2.1g | The Economic Operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions. | |  |  |
| 2.1h | 1. The Economic Operator is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or 2. The Economic Operator has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or | |  |  |
| 2.1i | The Economic Operator has undertaken to:   1. unduly influence the decision-making process of the contracting entity, or 2. obtain confidential information that may confer upon the tenderer undue advantages in the procurement procedure; or 3. negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. | |  |  |
| **Declaration re Statutory Obligations** | | | | |
| **Please check the relevant box (Yes/No):** | | | | |
| We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment / operation: | | | **Yes** | **No** |
| (i) | Employment Equality Acts 1998-2011 | |  |  |
| (ii) | Equal Status Acts 2000-2011 | |  |  |
| (iii) | National Minimum Wage Act 2000 as amended | |  |  |
| (iv) | Organisation of Working Time Act 1997 as amended | |  |  |
| (v) | Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007 | |  |  |
| (vi) | Disability Act 2005 | |  |  |
| (vii) | General Data Protection Regulation 2016/679 | |  |  |
| (viii) | We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards. | |  |  |
| **Article 5K Declaration**  EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine | | | | |
| In the light of Russian actions in the Ukraine, the European Council adopted a new regulation – [Regulation 2022/576/EU](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32022R0576&from=EN), aimed at restricting participation in economic activity by economic operators from the Russian Federation. Article 5K of the Regulation prohibits the award or continuation of contracts falling within the scope of the Public Procurement Directives to persons or undertakings related to the Russian Federation. To comply with EU Regulation 2022/576, the Contracting Authority is seeking a declaration from economic operators to this effect. | | | | |
| **Please check the relevant box (Yes/No):** | | | **Yes** | **No** |
| I declare that none of the exclusions specified in EU Regulation 2022/576 apply to any party associated with this tender. | | |  |  |
| **Declaration regarding compliance with European General Data Protection Regulation (GDPR)** | | | | |
| **Please check the relevant box (Yes/No):** | | | **Yes** | **No** |
| I declare to comply with Privacy and data protection requirements of the (EU) General Data Protection Regulation (GDPR) No. 679/2016, including processing and storing data within the European Economic Area (EEA) or any other country determined to offer an adequate level of data protection by an adequacy decision of the European Commission. | | |  |  |
| This Declaration is made for the benefit of the Contracting Authority.  I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of: | | | | |
| Name of Economic Operator: | |  | | |
| Authorised Signatory: | |  | | |
| Name in Block Capitals: | |  | | |
| Position: | |  | | |
| Date: | |  | | |

**Declaration Regarding** **Compliance with European General Data Protection Regulation.**

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| **Candidates must confirm operation of Data Protection Management systems and procedures in line with all relevant Data Protection legislation, and confirm that they agree to be bound by the Contracting Authority’s terms below in respect of Data Protection.** |

Contractors/Suppliers must guarantee that in circumstances where they are acting as Data Processors (as defined in European General Data Protection Regulation (GDPR) on behalf of the Contracting Authority (the Houses of the Oireachtas) or in any circumstances where they are handling Personal Data (as defined in the GDPR) on behalf of the Contracting Authority that they shall:

* Implement appropriate technical and organisational measures that are sufficient to secure that the processing will
  1. Meet the requirements of the GDPR and
  2. Ensure the protection of the rights of the data subject.
* Comply with all reasonable instructions from the Contracting Authority so as to allow the Contracting Authority to comply with its obligations under the GDPR.

The Contractor shall notify the Contracting Authority immediately if it considers that any of the Contracting Authority's instructions infringe applicable Data Protection Legislation.

The Contractor shall provide all reasonable assistance to the Contracting Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing.  Such assistance may, at the discretion of the Contracting Authority, include:

1. A systematic description of the envisaged processing operations and the purpose of the processing;
2. An assessment of the necessity and proportionality of the processing operations in relation to the services;
3. An assessment of the risks to the rights and freedoms of Data Subjects; and
4. The measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement: process that Personal Data only in accordance with the instructions of the Contracting Authority, unless the Contractor is required to do otherwise by EU and Irish law. If it is so required, the Contractor shall promptly notify the Contracting Authority before processing the Personal Data unless prohibited by EU and Irish law.

The Contractor shall ensure that it has in place protective measures, which can be reviewed by the Contracting Authority at the Contracting Authority’s discretion as appropriate to protect against a personal data loss event having taken account of the:

1. Nature of the data to be protected;
2. Harm that might result from a personal data loss event;
3. State of technological development; and
4. Cost of implementing any measures;

The Contractor shall ensure that:

1. The Contractor Personnel do not process Personal Data except in accordance with this Agreement; and
2. It takes all reasonable steps to ensure the reliability and integrity of any Contractor.

Personnel who have access to the Personal Data must ensure that they:

1. Are aware of and comply with the Contractor’s duties under this clause;
2. Are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
3. Are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Contracting Authority or as otherwise permitted by this Agreement;
4. Have undergone adequate training in the use, care, protection;
5. Do not transfer Personal Data outside of the EU unless the prior written consent of the Contracting Authority has been obtained.

The Contractor shall not transfer Personal Data outside of the EU unless the prior written consent of the Contracting Authority has been obtained and the below conditions are fulfilled:

1. The Contracting Authority or the Contractor has provided appropriate safeguards in relation to the transfer as determined by the Contracting Authority;
2. The Data Subject has enforceable rights and effective legal remedies;
3. The Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
4. The Contractor complies with any reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
5. At the written direction of the Contracting Authority, delete or return Personal Data (and any copies of it) to the Contracting Authority on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

The Contractor shall notify the Contracting Authority immediately if it:

1. Receives a data subject access request (or purported data subject access request);
2. Receives a request to rectify, block or erase any Personal Data;
3. Receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
4. Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
5. Receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
6. Becomes aware of a Data Loss Event.

The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

The Contractor shall allow for audits of its Data Processing activity by the Contracting Authority or the Contracting Authority’s designated auditor.

Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must notify the Contracting Authority in writing of the intended Sub-processor and processing; and obtain the written consent of the Contracting Authority.

The Contractor shall remain fully liable for all acts or omissions of any sub-processor.

The Contractor accepts that the Contracting Authority shall not accept any liability clauses where Personal Data Processors are indemnified against fines or claims under the General Data Protection Regulation.

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| I confirm that I have read this section and that the organisation which I represent in this tender process complies fully with all the requirements set out herein and agrees to be bound by these terms if successful. | |
| Name of Economic Operator |  |
| Authorised Signatory |  |
| Signature |  |

## Tenderer’s Declaration Regarding Acquired Rights – Pass/Fail criterion

THIS FORM **MUST** BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER’S ORGANISATION

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer’s Declaration Regarding Acquired Rights** | | | |
| **Weighting:** Pass/Fail  **Pass requirement:** Tenderers must complete, sign and date this Declaration.  The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading. This form must be completed and signed by a duly authorised officer of the tenderer’s organisation. | | | |
| **Please check the relevant box (Yes/No):** | | **Yes** | **No** |
| I/We confirm that I/we fully and unreservedly commit to applying in full the terms of the Charter on Incorporating Acquired Rights (TUPE) into Contract Award Procedures (July 2010) as contained the Invitation to Tender Document. | |  |  |
| 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 Request for Tender. | |  |  |
| 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, 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 6 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. | |  |  |
| 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. | |  |  |
| Name of Economic Operator: |  | | |
| Authorised Signatory: |  | | |
| Name in Block Capitals: |  | | |
| Position: |  | | |
| Date: |  | | |

**Technical Capacity Requirements**

## Financial and Economic Standing – Pass/Fail criterion

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| **Financial and Economic Standing** | | | |
| **Weighting:** Pass/Fail  **Pass Requirement:** Tenderers must complete this Section which covers Tax compliance, Financial Capacity and Insurances. | | | |
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| **Tax Compliance** | | | |
| *Choose any of the options below:* | | | |
| **Option 1:** | | | |
| I confirm and declare being tax compliant. The Contracting Authority can verify your tax clearance status through Revenue’s online facility at <http://www.revenue.ie/en/online/tax-clearance.html> | | **Yes** | **No** |
|  |  |
| To this end, please confirm: | | | |
| Tenderer’s Name: |  | | |
| Tenderer’s Tax Reference Number (PPSN): |  | | |
| Access Number: |  | | |
| ***OR*** | | | |
| **Option 2:** | | | |
| I confirm that I hold a current valid Tax Clearance Certificate (generally relates to Non-Residents**[[2]](#footnote-2)**) | | **Yes** | **No** |
|  |  |
| To this end, please confirm: | | | |
| Registration Number: |  | | |
| Certificate Number: |  | | |
| ***OR*** | | | |
| **Option 3:** | | | |
| I confirm that I have applied for Tax Clearance status or a Tax Clearance Certificate which will be made available on request. | | **Yes** | **No** |
|  |  |

***AND***

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| **Tax Compliance of Third Parties** | | |
| I confirm that where requested I will ensure that all relevant Third Parties associated with this tender will be in a position to comply with the Tax Compliance obligations. | **Yes** | **No** |
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| **Financial Capacity** | | | | | |
| Please confirm the following by checking the relevant box (‘Yes’/’No’): | | | | **Yes** | **No** |
| I confirm that our turnover exceeded **€150,000** during one/each of the last three years or pro-rata if more recently established firms are tendering – If this is the case I confirm the firm has been in existence for at least 6 months. | | | |  |  |
| I confirm that as the Lead Party we meet this turnover requirement on our own | | | |  |  |
| Where we are relying on another party to meet the turnover | | | |  |  |
| I confirm that I will provide the following promptly on request at any time prior to the tender list being finalised: evidence of turnover for the past three financial years by way of auditor’s letter or such other form of documentary evidence that is satisfactory to the Contracting Authority. | | | |  |  |
| I confirm that I will supply evidence of financial standing, by way of auditor’s letter, ensuring the tenderer party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. | | | |  |  |
| Please provide turnover figures below. If turnover figures for 2024 are unavailable, please use **2023, 2022 and 2021**. | | | | | |
| **Turnover Relating to Lead Party** | | | | | |
| **Turnover in Financial Year 2024** | **Turnover in Financial Year 2023** | | **Turnover in Financial Year 2022** | | |
| € | € | | € | | |
| **Month end (e.g. July):** | **Month end (e.g. July):** | | **Month end (e.g. July):** | | |
|  |  | |  | | |
| **Turnover Relating to Third Party being relied upon to meet the turnover rule** | | | | | |
| **Name of Third Party** | |  | | | |
| **Turnover in Financial Year 2024** | **Turnover in Financial Year 2023** | | **Turnover in Financial Year 2022** | | |
| € | € | | € | | |

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| **Insurances** | | | | | | |
| I confirm that we have the following insurances in place: | | | | | | |
| **Insurance Type:** | **Level in place** | | **Details of Excess** | **Expiry Date** | | |
| **Employer’s Liability** | € | |  |  | | |
| **Public Liability** | € | |  |  | | |
| **Professional Indemnity** | € | |  |  | | |
| Please confirm the following: | | | | | **Yes** | **No** |
| I confirm that we will provide the following promptly on request at any time prior to the award decision being made:   * Evidence of insurances in place, or * Letter from Insurance Broker confirming that the required levels could be put in place if successful | | | | |  |  |
| I confirm that if successful, where the levels required under the contract or framework are higher than those currently in our possession, we will be in a position to put the required forms and levels of insurances required in place promptly. | | | | |  |  |
| I confirm that where Third Parties are involved, I will ensure they are appropriately insured and commit to providing evidence to the Contracting Authority when requested. | | | | |  |  |
|  | | | | | | |
| Please note that the Contracting Authority will seek to verify self-declarations regarding financial capacity prior to an award decision and/or next stage of the competition. | | | | | | |
| **Signed:** | |  | | | | |
| **Position:** | |  | | | | |
| **Date:** | |  | | | | |

## Personnel and skills – Pass/Fail criterion

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| **Personnel and skills** | | |
| **Weighting:** Pass/Fail  **Minimum requirement to remain eligible in the competition**: Tenderers must demonstrate access to at least the minimum numbers of skilled personnel stated below.  Please also attach an organisation chart, clearly identifying all relevant departments, divisions, and third parties, if applicable. | | |
| **Minimum Skillset required** | **Number of Full Time Equivalents (FTE) available from Lead Party** | **Number of FTEs provided by 3rd Parties – who have been identified in Section 2.1 above.** |
| 1x 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 Child Care Act (Early Years Services) and Regulations 2016 |  |  |
| 2x 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. |  |  |
| 1x 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. |  |  |
| 2x Management staff with at least 5 years’ experience in managing a crèche facility |  |  |
| **Total** |  |  |

## Comparable Previous Experience – Pass/Fail criterion

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| --- |
| **Comparable Previous Experience** |
| **Weighting:** Pass/Fail  **Minimum requirement to remain eligible in the competition**: Tenderers must provide information clearly demonstrating successful delivery of **one (1)** previous comparable experience/project, involving the features as defined below. 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 contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.  The contracts listed should be chosen to demonstrate the firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.  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 #1:** 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 #2**: 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 2.1 above.  **Note #3**: 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 #4**: 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. |

|  |  |
| --- | --- |
| **Reference Contract** | |
| Client Name: |  |
| Contact Name: |  |
| Contact email: |  |
| Period of delivery (from/to): |  |
| Contract Value: | € |
| The contract value above refers to the following period: |  |
| Information in relation to % of contract the Lead Party was responsible for: |  |
| If third parties were involved, are they party to this application? | Yes  No |
| Insert name(s) of third party/parties (if applicable): |  |
| Outline the role of third parties on the contract: |  |
| Taking account of the features of the contract / scope of the framework agreement, please provide information in relation to the following, demonstrating comparability with the contract being awarded under this procurement. Mere affirmation will not be sufficient. | |
| Provision of childcare services with a minimum allocation of 25 places: |  |
| Experience of dealing with unplanned and emergency situations: |  |
| Management of utilities: |  |
| Management of children food service: |  |
| On site health and safety details: |  |
| Educational activities for children: |  |
| Any other relevant information: |  |

## Health and Safety Management System

|  |  |  |
| --- | --- | --- |
| **Health and Safety Management System** | | |
| **Weighting:** Pass/Fail  **Minimum requirement to remain eligible in the competition:** Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. The Contracting Authority reserves the right to seek further information to verify compliance. Evidence of compliance will be required as condition of contract award. | | |
| Do you comply with the Safety Health & Welfare at Work Act 2005? | Yes | No |
|  |  |
| Name of manager responsible for Health & Safety: |  | |
| Health & Safety management: | Externally Certified | In-house |
|  |  |
| If externally certified, please provide the following information: | | |
| Name of Certification Body: |  | |
| Date of most recent certification: |  | |
| Scope of Certification: |  | |
| I confirm that evidence of compliance will be provided promptly on request. | Yes | No |
|  |  |

## Quality Assurance Management System - Pass/Fail Criterion

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Assurance Management System** | | | |
| **Weighting:** Pass/Fail  **Minimum requirement to remain eligible in the competition:** 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. | | | |
| Do you operate a Quality Management System? | Yes | No | |
|  |  | |
| Name of Manager responsible for Quality: |  | | |
| Quality management | Externally Certified | In-house | |
|  |  | |
| If externally certified, please provide the following information:  Note: please duplicate table where multiple third party certified systems are operated | | | |
| Title of Certification (e.g. ISO 9001, ISO 27001, etc.) |  | | |
| Name of Certification Body: |  | | |
| Date / Year of first certification: |  | | |
| Date of most recent certification: |  | | |
| Scope of Certification: |  | | |
| I confirm that evidence of compliance will be provided promptly on request. | Yes | | No |
|  | |  |

|  |
| --- |
| If in-house, please provide a summary of the internal quality assurance system: |
|  |

Response to the Award Criteria

# Form of Tender –Cost for the purposes of evaluation (Criterion G)

|  |  |  |  |
| --- | --- | --- | --- |
| **Criterion G** | **Weighting** | **Maximum Marks** | **Minimum Marks** |
| 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. | | |

**NOTES:**

1. The Annual Licence Fee will be fixed for the first four years.
2. Tenderers are reminded that it is a minimum requirement of the competition that this crèche remains open and fully operational year-round, with the exception of the Christmas and Easter holiday periods specified in the RFT.
3. We accept that the final commercial arrangements may be subject to a negotiated agreement with the Contracting Authority.

**Form of Tender**

|  |  |
| --- | --- |
| **To:** | Houses of the Oireachtas |
| **From:** | [Insert Name] |
| **Subject:** | Provision of Crèche Services for the Houses of the Oireachtas |

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Request for Tender (RFT) document.

I/We confirm that I/we: Accept as a condition of tendering, that ultimately being awarded any contract is on the strict condition that I/We will disclose on an annual basis our total income and expenditure relating to operation of the Oireachtas crèche, which has been independently audited, as a means of validating the financial contribution committed in our offer, in addition to other reports on the operation as required by the Contracting Authority.

I/We confirm that I/we:

1. Have priced our tender on the basis of all rates being inclusive of all out of pocket expenses (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs,
2. Will keep this offer open for acceptance by you for a period of 12 months from the date of deadline for submission of tenders,
3. Agree that you are not bound to accept the most economically advantageous or any tender you may receive,
4. Agree that the rates stated are the maximum price chargeable by the successful crèche Operator during the initial two (2) years of the contract, and that price changes, if applicable, will be in line with the Consumer Price Index or by any method agreed between the various parties,
5. Have read and thoroughly examined the RFT,
6. Fully understand the RFT and the Client’s requirements,
7. Undertake to treat the details of the RFT, its tender and any subsequent agreements as private and confidential,
8. Acknowledge that acceptance by the Contracting Authority of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract is awarded and the framework agreement has been established between the Contracting Authority and the tenderer,
9. Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the contract,
10. Have included all elements necessary for the performance of the specified requirements, which are either expressly stated in the RFT or contained in any supplementary information or which could reasonably be inferred therefrom,
11. Have found no errors, omissions, conflicts or ambiguities in the RFT except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries,
12. Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of tenders,
13. Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, civil/family status, sexual orientation, religion, age, disability, race, or membership of the traveller community.

|  |  |
| --- | --- |
| **Signed:** |  |
| **Name (in Capital Letters):** |  |
| **On behalf of:** |  |
| **Address:** |  |
| **Telephone (Office):** |  |
| **Telephone (Mobile):** |  |
| **Email:** |  |
| **Date:** |  |

# Response to Qualitative Award Criteria

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** 50% |
| **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 in RFT, 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. | | |

**Tenderer’s Response**

*Please use this free text page(s) (i.e.* ***do not*** *type in the box) for your response.*

|  |  |  |  |
| --- | --- | --- | --- |
| **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 in RFT); 2. Security, Access and Health & Safety (see section 7.4 in RFT) 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. | | |

**Tenderer’s Response**

*Please use this free text page(s) (i.e.* ***do not*** *type in the box) for your response.*

|  |  |  |  |
| --- | --- | --- | --- |
| **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 Tenderers must 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. | | |

**Tenderer’s Response**

*Please use this free text page(s) (i.e.* ***do not*** *type in the box) for your response.*

|  |  |  |  |
| --- | --- | --- | --- |
| **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 in RFT.  This criterion will be evaluated in its totality and no sub-criteria are used. | | |

**Tenderer’s Response**

*Please use this free text page(s) (i.e.* ***do not*** *type in the box) for your response.*

|  |  |  |  |
| --- | --- | --- | --- |
| **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 of RFT for tender submission requirements.  This criterion will be evaluated in its totality and no sub-criteria are used. | | |

**Tenderer’s Response**

*Please use this free text page(s) (i.e.* ***do not*** *type in the box) for your response.*

|  |  |  |  |
| --- | --- | --- | --- |
| **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 in the RFT). 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. | | |

**Tenderer’s Response**

*Please use this free text page(s) (i.e.* ***do not*** *type in the box) for your response.*

|  |  |  |  |
| --- | --- | --- | --- |
| **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. | | |

**Tenderer’s Response**

*Please use this free text page(s) (i.e.* ***do not*** *type in the box) for your response.*

# 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:

2.1 Age (Not Date of Birth).

2.2 Employment Status (i.e. Fixed Term, Casual, Permanent).

2.3 Length of current period of continuous employment (in years and months).

2.4 Weekly contracted hours of attendance (gross).

2.5 Standard annual holiday entitlement/current holidays accrued.

2.6 Redundancy liability information.

2.7 Annual salary.

2.8 Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment).

2.9 Details of shift pay, overtime rates, Sunday premium and other attendance patterns that attract enhanced rates of pay or allowances.

2.10 Regular/recurring allowances.

1. Any additional information about factors that may influence staffing levels and costs.
2. 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.
3. The general employment terms and conditions applicable to those members of staff identified at 2 above.
4. Anonymised details of any employment terms or terms and conditions that deviate

# Mandated Persons Pursuant to the Children First Act 2015

All Tenderers will be considered mandated persons pursuant to the Children First Act 2015 and should hold a valid Child Safeguarding Statement of their own. Tenderers should confirm that they hold such a document.

|  |  |
| --- | --- |
| **I confirm that I hold a valid Child Safeguarding Statement pursuant to the Children First Act 2015.** | |
| Name of Economic Operator: |  |
| Authorised Signatory: |  |
| Name in Block Capitals: |  |
| Position: |  |
| Date: |  |

# Confirmation Check

|  |  |  |
| --- | --- | --- |
| **Relevant Documents Completed** | **Yes** | **No** |
| I confirm that I read and accepted accept all RFT conditions relating to the buildings and equipment. |  |  |
| I confirm that I accept the policy in relation to allocation of spaces. |  |  |
| I confirm that I accept the charging policy for Christmas/Easter holiday period. |  |  |
| I confirm that I accept the fees and licence arrangements. |  |  |
| I confirm that I will comply with all relevant legislation. |  |  |
| I confirm that I will comply with all employee provisions. |  |  |
| Completion of Appendix 3 – Tenderer’s Declaration regarding acquired rights. |  |  |
| Confirmation of acceptance of review/record keeping requirements. |  |  |
| Confirmation to provide and maintain tax clearance status and insurance levels required for the contract. |  |  |
| Confirmation of compliance with instructions to Tenderers. |  |  |
| I confirm that I have completed all relevant elements of this Tender Response Document. |  |  |
| Where applicable, I confirm that I have completed the Form of Tender |  |  |
| I confirm that I have completed the Bona fides declaration contained in this Tender Response Document, and I acknowledge that any changes in the circumstances confirmed in this declaration will be notified immediately to the Contracting Authority. |  |  |
| I confirm that I have read and accept the draft Licence Agreement provided after the site visit. |  |  |
| I confirm that I have opted to provide a completed European Single Procurement Document as evidence of compliance with Art. 57 and Financial Requirements. |  |  |
| Where I have used an ESPD, I confirm that I will provide all relevant information promptly on request. |  |  |

1. SMEs are enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding €50 million, and/or an annual balance sheet total not exceeding €43 million. [↑](#footnote-ref-1)
2. Note for Non-Residents: Please note that a declaration of tax compliance is requested at the selection stage and applying for a tax certificate from the Irish Revenue Commissioners is required. Candidates have three options: a) To confirm and declare having a current and valid Tax Clearance Certificate in place and that tax affairs are in order; b) To confirm holding a valid paper tax clearance certificate; c) To confirm having applied for a Tax Clearance Certificate details of which will be made available as soon as available. Details are available from https://www.revenue.ie/en/starting-a-business/tax-clearance/apply-for-tax-clearance-certificate/index.aspx. Please note that there are no costs involved in this application process. If you possess a local tax certificate based on your country of operation this will be considered, however, you must commit to apply and have access to a tax clearance verification from the Irish Revenue Commissioners prior to award decision. [↑](#footnote-ref-2)