



INVITATION TO TENDER DOCUMENT

UNIVERSITY COLLEGE DUBLIN

CONTRACT FOR THE PROVISION OF CRISIS MANAGEMENT SERVICES

(OPEN PROCEDURE)

UCD REF	UCDOPP5346
Issue Date	14 th March, 2023
Closing Date and Time for Receipt of Queries	3 rd April, 2023 at 5 pm
Closing Date and Time for Receipt of Tenders	14 th April, 2023 at 12 noon

Please note that all information relating to this competition, including clarifications and addenda, 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. University College Dublin accepts no responsibility for information relayed (or not relayed) via third parties.

DISCLAIMERS

All information contained in this Invitation to Tender document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of University College Dublin (hereinafter 'the Contracting Authority').

Tenderers are recommended to read the Invitation to Tender document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, 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 this 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 this document, or for the information contained in this document, 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 Contracting Authority 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.

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of tender submissions with missing or incomplete information. Therefore, tenderers are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

CHECKLIST FOR TENDER SUBMISSIONS

In order to allow the Contracting Authority to fully evaluate completed tender submissions, Tenderers are advised to ensure that their responses include all of the following information:

INFORMATION	✓
The completed and Specification of Requirements Document (Appendix 1)	
The completed and signed Form of Tender (Appendix 2)	
The completed pricing document Appendix 4	
The completed European Single Procurement Document (Appendix 3)	
All other information required in connection with this competitive process	

This checklist has been provided for guidance purposes only and the Contracting Authority accepts no responsibility for omissions of any description. Tenderers are advised to read this Invitation to Tender document and its appendices in full in order to provide a comprehensive and compliant response.

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1. INTRODUCTION

1.1 About the Contracting Authority

University College Dublin (UCD) is a dynamic, modern university and is the largest university in Ireland with six colleges and thirty-eight schools offering a comprehensive range of undergraduate and postgraduate programmes in the Humanities and Sciences. Its student population on the Belfield campus is almost 27,000, including approximately 8,000 international students. Approximately 25% of the student body are engaged in postgraduate study and research. UCD is committed to maintaining a high level of research activity and to further developing its collaborative links with industry and commerce, and with educational and research institutions internationally. UCD is also a major employer with over 3,500 permanent personnel (full-time and part-time) and 3,000 fee paid personnel. Further information regarding the Contracting Authority is available online via www.ucd.ie.

1.2 About the Competition

The Contracting Authority is employing the open procedure to award this contract. In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may tender for appointment as the successful tenderer. In the first instance, tenders received will be assessed against the grounds for exclusion and eligibility criteria contained in Sections 4 and 5 of this document respectively. Tenders not eliminated under either the grounds for exclusion or the eligibility criteria will then be evaluated against the award criteria, rules and weightings contained in Section 6 of this document in order to identify the most economically advantageous tender.

1.3 Duration and Scope of the Contract

This contract is for the provision of Crisis Management Services for students of the university who are travelling abroad from the successful tenderer as set out in the Specification of Requirements contained in Appendix 1 of this document.

The initial contract period is for two (2) years, the Contracting Authority may, at its discretion, extend this contract for further period of twelve months and a total for two (2) such extensions. No guarantee is offered, nor should any such guarantee be inferred, regarding the extension of this contract beyond the total four-year period.

1.4 Award to Runner-up

In the event that, following the award of this contract, the successful tenderer cannot, for whatever reason, execute the contract to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer identified by this competitive process. This right shall only be availed of by the Contracting Authority during the tender validity period. This right shall be without prejudice to the right of the Contracting Authority to terminate the contract in accordance its terms and to commence a new competitive process.

2. CONTEXT FOR REQUIREMENT

NOTE: This Section of the Invitation to Tender document provides general information regarding the context for the Contracting Authority's advertised requirement and constitutes useful background information regarding the competition. Tenderers are advised to bear this information in mind when preparing tender submissions. It is emphasised, however, that no response is required to this material; instead, tenderers must consult the detailed Specification of Requirements document contained in Appendix 1 of this Invitation to Tender document, which outlines the Contracting Authority's requirements and which must be completed and returned with tender submissions.

2.1 Overview of requirements

Tenders are sought for the provision of crisis management service for university students who are participating in outbound mobility initiatives. It is estimated that approximately 1,400 students participate in outbound mobility initiatives each year. In addition the university has approximately 30 staff members based in five overseas UCD Global Centres.

Please see Appendix 1 for the Specification. This is the minimum specification required. All tenderers must meet or exceed this minimum specification to progress through the award criteria to cost evaluation.

2.2 Background to Project / Requirement

UCD's mobility programmes are a key component of university life for both students and staff. A UCD outbound mobility initiative is defined as "*a period of time of at least 5 working days, spent abroad to work, study or volunteer as part of a UCD programme or recognised by other mechanisms of this institution*" (UCD Outbound Mobility Working Group, 2019).

UCD students currently take part in international exchange programmes, volunteering programmes, fieldwork placements, internships and study visits, while staff are primarily engaged in international research, teaching, professional development, recruitment, marketing and networking.

Inevitably, students who engage in outbound mobility initiatives during their time at UCD are faced with a wide range of travel, medical and security risks. UCD has a duty of care to its students and staff and is therefore responsible for preparing and supporting students and staff before, during and after an outbound mobility experience.

3. INSTRUCTIONS TO TENDERERS

3.1 Compliance with Instructions to Tenderers

Tenderers are required to comply with these Instructions to Tenderers when preparing their tender submissions. By submitting a tender, each tenderer acknowledges and agrees to be bound fully by these Instructions to Tenderers. Non-compliance with these Instructions may, and in stated circumstances shall, invalidate the submitted tender, subject always to the discretion of the Contracting Authority. The decision of the Contracting Authority in relation to compliance with these Instructions to Tenderers is final and binding.

3.2 Precedence of Invitation to Tender document

This Invitation to Tender document supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and the market; tenderers shall place no reliance on such previous documentation and correspondence.

3.3 Media

Tenderers shall not undertake (or permit to be undertaken) at any time, whether during the currency of the contract or following its award, any publicity (involving any section of the media) in relation to this competitive process, unless explicit prior consent has been granted by the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word 'media' includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

3.4 Ambiguities, Discrepancies, Errors or Omissions in the Tender Document

If you consider that you are missing any documents or information, the absence of which would preclude you from submitting a comprehensive tender, or should you become aware of any ambiguity, discrepancy, error or omission in this Invitation to Tender document, please raise the matter by sending an e-mail to as soon as possible.

3.5 Queries

All queries regarding this competition should be submitted through the eTenders web portal, on www.etenders.gov.ie. The closing date for receipt of such queries is **17:00 hrs on 3rd April, 2023**. The following additional conditions govern the submission of queries:

- (a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this Invitation to Tender. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the tenderer in question from this process.

- (b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this Invitation to Tender document may not result in a response.
- (c) In the event that a tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's obligations under law.

If the Contracting Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the tenderer accordingly and require the tenderer to either withdraw the query or agree to its release, accompanied by a response, to all tenderers.

3.6 Qualification of Tenders

Please note that qualifications to a tender submission may render the tender submission invalid.

3.7 Tender Submission

Tenders must be submitted through the eTenders web portal at www.eTenders.gov.ie. The deadline date and time for receipt of tenders is **14th April, 2023 at 12 noon (local time)**. The completed tender submission, which is to include all information identified in the Checklist for Tender and all other information deemed relevant should be uploaded to the post-box via the eTenders portal. All Tenders submitted must be compiled such that they can be read immediately upon opening of the post-box. Tenderers must ensure electronic documents are not corrupt. The Contracting Authority is not responsible for corruption in electronic documents.

Each tenderer is fully responsible for the uploading of the tender document to the eTender Post-box. The Post-box will close at 12 noon exactly on the closing date and, in this regard, tenderers are advised to upload well in advance of this time to avoid missing the deadline. E-mailed, faxed or late tenders will not be considered.

3.8 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to revise the deadline date for receipt of tender submissions by giving notice in writing to tenderers at any point up to deadline date contained in this Invitation to Tender document.

3.9 Notice of Addenda

The Contracting Authority reserves the right to update or alter the information contained in this document at any time, but not later than seven (7) days before the deadline date for the receipt of tender submissions. Any such notification will automatically become part of this Invitation to Tender document.

3.10 Modifications to Tenders (Prior to Deadline Date for Receipt of Tenders)

Modifications to tender submissions will be accepted in the form of supplementary information and/or addenda, provided they are uploaded to the eTenders portal (as described in Section 3.7 above) before the deadline date for the receipt of tender submissions.

3.11 Cost of Preparation of Tender Submissions

The Contracting Authority will not be liable for any costs incurred by tenderers in the preparation and submission of tenders and/or any associated work effort or costs (legal or otherwise) arising as a result of participation in this competition, regardless of the outcome or conduct of the competitive process.

3.12 Clarification of Abnormally Low Tenders

In the event that the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter, 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.

3.13 Tender Validity Period

To allow sufficient time for tender assessment, a tender validity period of three months is required, commencing on the deadline date for receipt of tender submissions.

3.14 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only.

3.15 Confidentiality

The distribution of this Invitation to Tender document is for the sole purpose of obtaining tender submissions as referred to therein. The distribution of this document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential. Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from tenderers is not disclosed to third parties, subject always to its obligations under law and the applicable provisions of the Freedom of Information Acts.

In this regard, tenderers are asked to consider if any of the information supplied by them in response to this Invitation to Tender document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are

advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission.

The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this Invitation to Tender or in the course of any contract as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, European Procurement Directives and all Irish procurement legislation and guidance. The Contracting Authority accepts no liability whatsoever in respect of any information provided that is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

3.16 Conflict of Interest

Any conflict of interest involving a tenderer 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. In the event that the tenderer becomes aware of the conflict of interest only after a tender submission has been made, the conflict of interest must be immediately disclosed to the Contracting Authority. The terms 'registrable interest' and 'relative' will be interpreted in accordance with Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the award of any contract, depending upon when the conflict of interest is made known to the Contracting Authority.

3.17 National Legislation

Tenderers are advised that national legislation applies in respect of 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 sectorial agreements in preparing tenders. Moreover, tenderers are advised that the laws of Ireland will govern this competitive process. Both this competitive process and any resulting contract will be subject to the exclusive jurisdiction of the Irish courts.

3.18 Determination of Responsiveness

After opening tender submissions, the Contracting Authority will determine whether each tender submission is substantially responsive to the requirements of this Invitation to Tender document. If a material deviation exists that limits in any substantial way the Contracting Authority's rights or the tenderer's obligations under any contract to be awarded, the tender shall be rejected.

3.19 Clarification of Tenders

To assist in the evaluation and associated comparison of tender submissions, the Contracting Authority may ask tenderers to clarify and supplement certain aspects of their tender submissions, including financial proposals. A request for such clarifications should not be construed as an indication of success in the competition.

3.20 Award to Runner-up

If, having entered into a contract as a result of this competitive process, the Contracting Authority deems that the successful tenderer cannot adequately deliver the required solution, the Contracting Authority reserves the right to award the contract to the next highest-scoring tenderer identified through the evaluation of tender submissions. This shall be without prejudice to the right of the Contracting Authority to terminate this competitive process at any time or to terminate any contract awarded as a result of this competition in accordance with agreed terms.

3.21 Interference

Any effort by a tenderer to unduly influence the Contracting Authority, its personnel or any other relevant persons or bodies regarding the process of examination, clarification, evaluation and comparison of tenders and any decisions concerning the award of the contract shall result in the elimination of said tenderer's tender submission. In accordance with Section 38 of the Ethics in Public Office Act 1995, any money, gift or other consideration from a person seeking success in a public tendering competition will be deemed to have been paid or given corruptly unless the contrary is proved.

3.22 Prohibition on Canvassing

Any tenderer who, in connection with this competition:

- (a) offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or any person acting as an advisor to the Contracting Authority in connection with the competition; or
- (b) takes any step constituting a breach of the Prevention of Corruption Acts 1989 to 2010; or
- (c) canvasses any of the persons referred to in paragraph (a) above in connection with the competition; or
- (d) contacts any officer or employee of the Contracting Authority prior to the contract being awarded about any aspect of the competition in manner not permitted by this Invitation to Tender document

may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

3.23 Prohibition on Collusion

Any tenderer who, in connection with this competition:

- (a) fixes or adjusts the amount or terms of his/her tender submission by or in accordance with any agreement or arrangement with any other tenderer (other than a member of his own grouping or consortium); or
- (b) enters into any agreement or arrangement with any other tenderer that he/she shall refrain from tendering or as to the amount or terms of any tender to be submitted; or
- (c) causes or induces any person to enter into such an agreement or arrangement as referred to in paragraphs (a) or (b) above; or
- (d) informs any tenderer of the amount, approximate amount or terms of any rival tender; or
- (e) canvasses any other tenderer in connection with this competition; or
- (f) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival tender submission; or
- (g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of his proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission); or
- (h) contacts any officer or employee of the Contracting Authority prior to the contract being awarded about any aspect of the competition in manner not permitted by this Invitation to Tender document

may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

3.24 Notification of Tender Evaluations

All tenderers will be informed in writing of the outcome of this tender competition following the completion of the evaluation of tender submissions.

4. GROUNDS FOR EXCLUSION

4.1 Grounds for Exclusion

This Section of the Invitation to Tender document details the grounds for exclusion that apply to this competition in accordance with Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016.

A tenderer's position under each of these grounds will be assessed by reference to the completed European Single Procurement Document (ESPD) contained in Appendix 3 of this document. The completed ESPD will comprise a 'self declaration' by the tenderer that the grounds for exclusion detailed hereunder do not apply. The information contained in this Section of the Invitation to Tender document informs tenderers of how the completed ESPD will be interpreted by the Contracting Authority.

For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed hereunder. Such a request may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed hereunder.** In the event that the supporting documentation demonstrates that a ground for exclusion does, in fact, apply, the tenderer will be eliminated from this competition.

(Grounds detailed overleaf)

EXCLUSION GROUND		REG.
(i)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of participation in a criminal organisation, within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime.	57.1(a)
(ii)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of corruption, as defined by Regulation 57.1(b) of the European Union (Award of Public Authority Contracts) Regulations 2016.	57.1(b)
(iii)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests drawn up under the Council Act of 16 July 1995.	57.1(c)
(iv)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of terrorist offences or offences linked to terrorist activities, within the meaning of Articles 1 and 3 respectively of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or inciting or aiding or abetting or attempting to commit an offence referred to in Article 4 of that Council Framework Decision.	57.1(d)
(v)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of money laundering or terrorist financing, within the meaning of Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing.	57.1(e)
(vi)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of child labour and other forms of trafficking in human beings, within the meaning of Article 2 of Directive 2011/36/EU41 of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA.	57.1(f)
<p><i>NOTE #1: In respect of each of the exclusion grounds detailed under points (i) to (vi) above, an economic operator may provide evidence to the effect that it has undertaken sufficient measures to demonstrate its reliability, despite the existence of the ground for exclusion. Where, in the opinion of the Contracting Authority, such evidence is sufficient, the economic operator shall not be excluded from the competition. Appropriate evidence is detailed in Regulation 57.14 of the European Union (Award of Public Authority Contracts) Regulations 2016.</i></p> <p><i>NOTE #2: In the event that a conviction listed under points (i) to (vi) above occurred more than five years prior to the date of advertisement of this competition, the relevant ground for exclusion shall not apply.</i></p>		

(vii)	<p>An economic operator will be excluded from this competition if the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions and said breach has been established by a judicial or administrative decision having final and binding effect in accordance with the law of the country in which the operator is established or the Member State of the Contracting Authority.</p> <p><i>NOTE #1: This provision will not apply when the economic operator has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.</i></p> <p><i>NOTE #2: At the discretion of the Contracting Authority, this provision may not apply when only minor amounts of taxes or social security contributions are in question or when the economic operator did not have time, between being made aware of the breach of obligations and the commencement of this competition, to pay, or to enter into an arrangement to pay, the amounts in question.</i></p> <p><i>NOTE #3: In the event that the breach of obligations referred to above occurred more than five years prior to the date of advertisement of this competition, this ground for exclusion shall not apply.</i></p>	57.3(a), 57.3(b)
(viii)	<p>An economic operator will be excluded from this competition if the economic operator, in performance of a public contract, has not complied with all applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided and that have been established by European Union law, national law, collective agreements or by international, environmental, social and labour law.</p>	57.8(a)
(ix)	<p>An economic operator will be excluded from this competition if the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the law of the State.</p> <p><i>NOTE: The Contracting Authority may, at its discretion, decide not to exclude an economic operator on this ground for exclusion if it is possible for the Contracting Authority to establish that the economic operator would be able to perform the contract, taking into account national rules, measures and laws relating to the continuation of business.</i></p>	57.8(b)
(x)	<p>An economic operator will be excluded from this competition where the Contracting Authority can demonstrate, by appropriate means, that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable.</p>	57.8(c)
(xi)	<p>An economic operator will be excluded from this competition where the Contracting Authority has sufficiently plausible indications to conclude that the economic operator has entered into arrangements with other economic operators aimed at distorting competition.</p>	57.8(d)

(xii)	An economic operator will be excluded from this competition where a conflict of interest, as defined by Regulation 34 of the European Union (Award of Public Authority Contracts) Regulations 2016, cannot be effectively remedied by other, less intrusive, measures.	57.8(e)
(xiii)	An economic operator will be excluded from this competition where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure cannot be remedied by other, less intrusive, measures.	57.8(f)
(xiv)	An economic operator will be excluded from this competition where 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.	57.8(g)
(xv)	An economic operator will be excluded from this competition where the economic operator has been 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, has withheld such information or is not able to submit supporting documents required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016	57.8(h)
(xvi)	An economic operator will be excluded from this competition where the economic operator has undertaken to unduly influence the decision-making process of the Contracting Authority, or obtain confidential information that may confer upon it undue advantages in the procurement procedure or where the economic operator has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	57.8(i)
<p><i>NOTE #1: In respect of each of the grounds for exclusion detailed under points (viii) to (xvi) above, an economic operator may provide evidence to the effect that it has undertaken sufficient measures to demonstrate its reliability, despite the existence of the ground for exclusion. Where, in the opinion of the Contracting Authority, such evidence is sufficient, the economic operator shall not be excluded from the competition. Appropriate evidence is detailed in Regulation 57.14 of the European Union (Award of Public Authority Contracts) Regulations 2016.</i></p> <p><i>NOTE #2: In respect of each of the exclusion grounds detailed under points (viii) to (xvi) above, in the event that the situation referred to occurred more than three years prior to the date of advertisement of this competition, the relevant ground for exclusion will not apply.</i></p>		

5. ELIGIBILITY CRITERIA

5.1 Eligibility Criteria and Associated Rules

The Contracting Authority is using the open procedure to award this contract. While any interested party may submit a tender, only those tenderers meeting the stated levels of financial and technical capacity will be considered for appointment as the successful tenderer.

In order to enable the Contracting Authority to ascertain tenderers' financial and technical capacity, all tenderers must complete the ESPD contained in Appendix 3 of this document. In particular, Part IV of the ESPD constitutes a 'self-declaration' to the effect that the tenderer complies with each of the eligibility criteria and rules detailed hereunder. Once the ESPD has been completed, no additional response to these eligibility criteria is required.

For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate compliance with all eligibility criteria detailed hereunder. Such a request may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to demonstrate compliance with all eligibility criteria detailed hereunder.** In the event that the supporting documentation demonstrates that any eligibility criterion is not complied with, the tenderer will be eliminated from this competition.

(Criteria detailed overleaf)

(a) INSURANCES

REQUIREMENT
<p>It is a requirement that tenderers either possess the following forms and levels of insurance, or are in a position to implement the following forms and levels of insurance if successful in the competition:</p> <ul style="list-style-type: none">(a) Public Liability - €6.5m(b) Professional Indemnity - €2.5m(c) Employers Liability - €13m
ESPD REFERENCE AND MEANS OF PROOF
<p>By completing the ESPD contained in Appendix 3 of this Invitation to Tender document, tenderers are confirming that they either possess the forms and levels of insurance indicated or, alternatively, that they are in a position to obtain the forms and levels of insurance indicated if successful in this competition. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with:</p> <ul style="list-style-type: none">(a) Evidence of the possession of the required forms and levels of insurance (i.e., certificates of insurance provided by brokers or underwriters);(b) A signed letter from the tenderer's insurance broker to the effect that the required forms and levels of insurance can be implemented should the tenderer prove successful in this competition.
ELIMINATION
<p>Should a tenderer fail to provide appropriate supporting evidence within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.</p>

(b) FINANCIAL CAPACITY

REQUIREMENT
It is a requirement that tenderers have attained a turnover of at least €500,000 in any one of the three previous financial years.
ESPD REFERENCE AND MEANS OF PROOF
<p>By completing the ESPD contained in Appendix 3 of this Invitation to Tender document, tenderers are confirming that they have attained a turnover of at least €500,000 in any one of the three previous financial years. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with:</p> <ul style="list-style-type: none">(a) Financial statements or extracts from financial statements;(b) An objectively verifiable statement of the tenderer's overall turnover (e.g., an auditor's statement).
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(c) TAX CLEARANCE

REQUIREMENT
It is a requirement that tenderers either possess a Tax Clearance Certificate issued by the Irish Revenue Commissioners, or will possess such certification prior to the award of this framework agreement. For the avoidance of doubt, it is emphasised that the Contracting Authority is precluded from processing invoices submitted by economic operators not in possession of an Irish Tax Clearance Certificate.
ESPD REFERENCE AND MEANS OF PROOF
<p>By completing the ESPD contained in Appendix 3, tenderers are confirming that they either possess a Tax Clearance Certificate issued by the Irish Revenue Commissioners or have applied for such a certificate. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with:</p> <ul style="list-style-type: none">(a) A reference to electronic evidence of tax clearance status issued by the Irish Revenue Commissioners (i.e., a screenshot, a hyperlink or any other appropriate material);(b) Copies of correspondence between the tenderer and the Irish Revenue Commissioners.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(d) PREVIOUS EXPERIENCE

REQUIREMENT
It is a requirement that tenderers are or have successfully delivered the service of a comparable nature, scale and complexity to the Contracting Authority's advertised requirements within the preceding three years to three clients. In order to be adjudged comparable in respect of nature, scale and complexity, the contracts in question must have involved the provision of crisis management service to an organisation with a comparably size and complexity to that of the Contracting Authority.
ESPD REFERENCE AND MEANS OF PROOF
<p>By completing the ESPD contained in Appendix 3, tenderers are confirming that they are or have satisfactorily and successfully delivered the service to at least three clients of a comparable nature, scale and complexity to the Contracting Authority's advertised requirements within the preceding three years. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with:</p> <ul style="list-style-type: none">(a) The location of the delivery of the service for each client;(b) The client name for each project;(c) The annual value of the service;(d) The start and end dates of the delivery of the service;(e) A precise description of the services delivered;(f) The name and contact details of a referee for each project, who must be in a position to attest to the fact that the project in question has been satisfactorily and successfully delivered.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

6. AWARD CRITERIA

6.1 Award Criteria and Weightings

This contract will be awarded to the tenderer submitting the most economically advantageous tender, identified following application of the award criteria and weightings detailed hereunder. It is emphasised that the Contracting Authority is not bound to accept the most economically advantageous tender or any tender received, and reserves the right to accept or reject in whole or in part any or all Tenders received.

	CRITERION	%	Maximum Available Score	Minimum Required Score
A	Organisation	10	100	60
B	Methodology	5	50	30
C	Intelligence & Advisory Services	15	150	90
D	Assistance Services	15	150	90
E	Employee Education & Training Services	15	150	90
F	Monitoring & Communication Services	15	150	90
G	Quality	10	100	60
H	Case Studies	10	100	60
I	Ultimate Cost	5	50	N/A
TOTAL		100	1000	

6.2 Financial Award Criterion Explained

Concerning Criterion D – Ultimate Cost, tenderers are required to complete the Pricing Schedule at Appendix 4 and transfer the figure to the Form of Tender contained in Appendix 2. The Pricing Schedule at Appendix 4, details the manner in which an ultimate cost figure will be arrived at for evaluation purposes. Scores will be apportioned to financial proposals as follows:

Points awarded = (the maximum score achievable) multiplied by (the ultimate cost of the lowest-cost valid tender) divided by (the ultimate cost of the valid tender* in question).*

*NOTE: For the purposes of this section, the phrase ‘valid tender’ refers to any tender submission not eliminated by virtue of a failure to attain a minimum required score associated with a qualitative criterion.

6.3 Qualitative Award Criterion Explained

Submissions will be assessed against the qualitative award criteria (criteria A - D) by reference to completed versions of Appendix 1 of this document. Full narrative must be provided on how your solutions meets with the specified requirements.

The majority of requirements in the associated Specification of Requirements document are designated as 'MANDATORY' requirements. In order to attain the minimum required score associated with each qualitative award criterion, each mandatory requirement listed under the criterion must be complied with in full. For the avoidance of doubt, it is hereby stated that failure to comply with a mandatory requirement under any section of the Specification of Requirements document will result in a failure to attain the minimum required score associated with the relevant award criterion and, consequently, will result in the tenderer's elimination from the competition.

Scores other than the minimum required score under each award criterion will be apportioned by reference to the overall merit of responses, taking into account the following factors:

- In the event that a mandatory requirement is expressed in terms of a minimum standard (i.e., the requirement incorporates the phrases 'minimum' and/or 'at least,' or any other equivalent wording that implies the possibility of a higher level of performance than the level specified), the Contracting Authority will take into account the extent to which the specified minimum standard has been exceeded;
- The Contracting Authority will also take into account the overall quality of responses received to all mandatory requirements;
- Finally, the Contracting Authority will take into consideration the extent to which any requirements designated as 'DESIRABLE' are complied with and exceeded. It is emphasised that a tenderer's failure to comply with a desirable requirement will not automatically result in the elimination of the tender submission in question.

Individual requirements associated with qualitative award criteria as detailed in Appendix 1 do not have the status of criteria in their own right and are not subject to individual weightings, nor are they equally weighted. The individual requirements detailed in Appendix 1 serve as a means of collecting evidence to be relied upon by the Contracting Authority in apportioning scores under the qualitative award criteria listed.

As a general condition of evaluation, the Contracting Authority will utilise the evaluation process in order to determine whether each tender submission is substantially responsive to the requirements of this Invitation to Tender document. If a material deviation exists that limits in any substantial way the Contracting Authority's rights or the tenderer's obligations under the contract to be awarded, the tender submission may, depending upon the severity of the deviation in question, be rejected.

The evaluation team shall rely upon the following scoring bands for the purposes of apportioning scores under the qualitative award criteria:

ELIMINATED	0% of marks available	No response
	20% of marks available	Poor
	40% of marks available	Mediocre

ELIGIBLE	60% of marks available	Acceptable
	70% of marks available	Good
	80% of marks available	Very Good
	90% of marks available	Excellent
	100% of marks available	Outstanding

6.4 Minimum Qualitative Score Required

Tenderers should note that they must achieve a minimum rating of 'acceptable,' or 60% of the total marks available, for all qualitative award criteria in order to avoid elimination from the competition. For the avoidance of doubt, a failure to attain any minimum required score will result in the elimination of the tender submission in question from further consideration. Should a tender submission fail to attain a minimum required score, tenderer's attention is drawn to the fact that the following provisions shall apply:

- The tender submission in question shall not be subject to a comparative assessment against other tender submissions.
- The financial proposal contained in the Tender Submission in question shall not be subject to evaluation under Award Criterion F (Ultimate Cost).
- The tenderer in question will be notified of the reasons for the failure to attain the minimum required score. Additionally, the tenderer in question shall be informed of the name of the successful tenderer and shall be informed of the duration of the standstill period.
- On the basis that no comparative assessment will have taken place and the financial proposal of the tenderer in question will not have been assessed, the characteristics and relative advantages of the successful tenderer under any qualitative or financial criterion **will not be provided**, by virtue of the fact that the Contracting Authority will not have access to such information.

6.5 Verification/Clarification Meetings

Meetings for the purpose of verification and/or clarification may be carried out with certain tenderers as an element of the evaluation process and solely in order to identify the most economically advantageous tender. Such meetings may be required in order to verify the scores achieved by tenderers in respect of their written tender submissions, or to resolve any procedural ambiguities. Following such meetings, any scores provisionally awarded by the Contracting Authority may legitimately be revised and/or amended in order to take into account matters discussed. For the avoidance of doubt, tenderers should note that mere performance at interview will not of itself be evaluated. A request to attend a clarification or verification meeting should not be construed as an

indication of success in this competition; no legitimate expectations should arise from any such request.

Notwithstanding the foregoing, without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of tender submissions involving missing or incomplete information. Therefore, tenderers are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

The Contracting Authority expressly warrants that any clarification or verification activities will not introduce new conditions to the competition, will not have the effect of amending the assessment methodology described in this Invitation to Tender documentation and will not pejoratively impact upon the principles of equal treatment and transparency in accordance with which this procurement exercise is being conducted. In particular, any information becoming apparent during any verification or clarification meeting will be relied upon only in the context of the award criteria, sub-criteria, weightings and specification of requirements contained in this Invitation to Tender documentation.

6.6 Acceptance of Assessment Methodology

By submitting a tender, each tenderer acknowledges that the evaluation of tender submissions will be conducted in accordance with the procedures laid down in this Invitation to Tender document. Any queries, reservations or observations should properly be raised by tenderers via the communications protocol contained in Section 3 of this document prior to the submission of a tender.

APPENDIX 1 –SPECIFICATION OF REQUIREMENTS

Tenderers are advised to ensure that completed versions of Appendix 1 contain sufficient narrative detail to enable the Contracting Authority to fully assess the merit of responses. In this regard, responses to the effect that a particular requirement has been ‘noted’ or ‘understood’ must be avoided; instead, comprehensive information must be provided.

Where necessary, tenderers are free to append additional supporting material to completed versions of Appendix 1. It is incumbent upon tenderers, however, to ensure that the location of such additional material within an overall tender submission is clearly highlighted. The Contracting Authority shall not be held liable for failing to identify unclear or poorly-labelled information.

Provision of Crisis Management Service			
REF.	REQUIREMENT	Confirm (YES/NO)	COMMENT
Requirements			
A1	Support for UCD students and staff travelling abroad, to a wide range of locations across North America, Australia, New Zealand, Europe, Asia, Africa, South America and the Caribbean, frequently to remote destinations.	Confirm (Yes / No)	Insert Comment
A2	A tracking system, via an online portal, which details all students (1,000 +) and UCD Global staff (30) engaging in international travel.	Confirm (Yes / No)	Insert Comment
A3	Mechanism for students and staff to submit travel details directly to the service provider to upload to a tracking system for security monitoring.	Confirm (Yes / No)	Insert Comment
A4	An App to easily download and access all of the relevant travel advisories, contact numbers, location updates, reporting and communications in the event of an emergency.	Confirm (Yes / No)	Insert Comment
A5	24/7 emergency support (medical and security) for students and UCD Global staff while travelling.	Confirm (Yes / No)	Insert Comment
A6	Medical case management - referrals to doctors / hospitals if required.	Confirm (Yes / No)	Insert Comment

A7	Emergency response and direct liaison with students and staff during an incident.	Confirm (Yes / No)	Insert Comment
A8	Detailed reports to UCD on incident management.	Confirm (Yes / No)	Insert Comment
A9	Pre-departure training for students and staff.	Confirm (Yes / No)	Insert Comment
A10	Marketing tools to encourage engagement with systems during the pre-departure and in-country stages of travel.	Confirm (Yes / No)	Insert Comment
A11	Regular reporting on engagement stats and incident management.	Confirm (Yes / No)	Insert Comment
A12	The option of consultancy support for developing policies and procedures for international crisis management.	Confirm (Yes / No)	Insert Comment
A13	Reports on carbon emissions generated from travel based on the travel data held by the service provider.	Confirm (Yes / No)	Insert Comment
A - Organisation (100 marks) (Please provide full details)			
Please provide detailed information on the following: Company: <ul style="list-style-type: none"> • How long has your organisation been delivering similar services? • Please describe your global infrastructure (e.g. key locations relevant to this tender, location of offices and service delivery assistance centres, clinics etc) • Please describe your experience in providing services to organisations within the Higher Education sector (to cover students & staff) • Please advise of the volume of services delivered on an annual basis. • Please provide details of any potential conflicts of interest and how you will maintain independence. Partnerships & Networks: <ul style="list-style-type: none"> • Please provide an overview of strategic partnerships relevant to the scope of this tender (e.g. insurance companies, travel management companies etc). • Please provide details of any subcontractors used to deliver the services. • Please provide details of networks of third-party providers globally (hospitals, ground ambulance providers, security companies etc). 			
B - Methodology (50 marks) (Please provide full details)			

Service Delivery:

- Please describe your methodology for the delivery of services, particularly in relation to dealing with university students. Please outline the benefits of your approach.

Implementation:

- Please describe how you will implement the services.
- Please provide an implementation timeline with key milestones, roles and responsibilities.
- Please describe the requirements for our organisation during the implementation process (e.g. attending regular meetings/calls, training required).
- Please describe any training you offer to managers and employees to introduce the services.

Account Management & Proposed Team:

- Please describe your approach to account management including
 - Availability of a dedicated account manager as single point of contact for contractual and commercial matters as well as service issues
 - Frequency and structure of regular review meetings
 - Availability of a dedicated technical support for monitoring and other digital services (do you have 24/7 availability?)
 - Availability of account management support in key regional hubs
- Please provide short biographies of the key members of the proposed account team including details of their relevant experience.
- Please provide short biographies of other key health and security experts dedicated to supporting the proposed team in managing our account.

C – Intelligence & Advisory Services (150 marks)

(Please provide full details)

Planning & Risk Mitigation Services:

- Describe your ability to provide proactive and automated advice and intelligence on routine security and health matters (e.g. a travel briefing, country or region-specific intelligence/vaccination requirements, standards of healthcare, recommended medical facilities, recommendations for safe transport). Within your response, detail how both managers and employees can access this information.
- Describe your ability to recommend safe accommodation options in high risk and remote destinations.

Risk Ratings & Alerts:

- Describe your ability to provide health and security risk ratings. Please include
 - Are these compiled in-house?
 - What is the methodology for determining these risk ratings and keeping them current?
 - What are the sources used?
 - What are the categories your risk ratings cover?
 - What are the channels these risk ratings are available in?
 - Can the risk ratings be modified by our organisation?
 - What language(s) are these risk ratings available in?
- Describe your ability to provide proactive and automated health and security alerts on emerging security incidents and health threats (e.g. natural disasters, terror attacks, protests).
 - Are these compiled and published in-house?
 - What are the categories used?
 - What is the methodology of verifying the accuracy of information received from sources?
 - Do you provide different alerts for managers and employees?
 - How quickly do you send out an alert after an incident?
 - Describe a time when you successfully forecasted a disruption/security incident.
 - How do you handle government travel warnings?
 - What channels are your alerts available in?

<ul style="list-style-type: none"> ○ What language(s) are your alerts available in? ○ Do you provide alerts that could potentially impact assets as well as our people? Describe the functionality of this tool. <ul style="list-style-type: none"> ● How many security and health analysts do you employ in your intelligence platform? ● What is the background and level of expertise of your health and security analysts? <p>Mobile Apps:</p> <ul style="list-style-type: none"> ● Please describe the functionalities of your mobile application (access to intelligence, alerts, integration with your monitoring tool, connectivity with your assistance services etc) ● Does your mobile app feature a check in/GPS location sharing function for emergencies? Describe its functionalities. ● If your mobile app features a check in/GPS location sharing function, can it be automated? Describe the function and integration with your monitoring system. ● What languages is your app available in? ● What mobile devices are compatible with your app?
<p>D – Assistance Services (150 marks) (Please provide full details)</p>
<p>Medical Assistance Services:</p> <ul style="list-style-type: none"> ● Describe your ability to provide routine medical assistance (e.g. doctor's or dentist's appointments, referrals to hospitals or medical centres etc). ● Describe your ability to provide medical assistance requiring hospitalisation. ● Describe your ability to provide medical evacuation/repatriation services via commercial flight, with or without a medical escort. ● Describe your ability to provide medical evacuation/repatriation services via air ambulance. Are these services outsourced? If so, what is your vetting process and how do you ensure you will be able to support [your organisation] when required? ● Describe your call answering protocol for medical queries. How do you ensure emergencies are managed with appropriate urgency? ● How do you ensure patient confidentiality? ● How many healthcare staff do you employ in your assistance platform? Please differentiate between doctors, nurses etc. ● What is the background and level of expertise of your healthcare staff? ● Describe your ability to arrange healthcare services in locations where you have no physical presence. ● If working with subcontractors or third-party providers, describe your quality assurance and vetting process, including methodology, assessment criteria and frequency of assessments. Do you assess subcontractors or third-party providers in-house or use assessments carried out by other organisations? <p>Security Assistance Services:</p> <ul style="list-style-type: none"> ● Describe how your security operation is equipped to manage a major crisis (i.e. a natural disaster, a terror attack in a major city etc). ● Describe your ability to provide mass evacuation services in case of a security escalation. ● Describe your ability to provide on-the-ground security support in high risk destinations. ● Describe your ability to respond in the event of a kidnapping. ● If working with subcontractors or third-party providers, describe your quality assurance and vetting process, including methodology, assessment criteria and frequency of assessments. Do you assess subcontractors or third-party providers in-house or use assessments carried out by other organisations? <p>General Assistance Services:</p> <ul style="list-style-type: none"> ● Can you provide medical and security assistance services via telephone on a 24/7 basis? Are these services available in-house or via a subcontractor/third party?

<ul style="list-style-type: none"> • What language(s) are your assistance services available in? • Describe your ability to provide assistance services to international travellers and assignees, as well as domestic employees. • Describe your ability to arrange <ul style="list-style-type: none"> ○ psychological support or counselling services ○ critical incident support services ○ Include service availability, delivery methods, and background and level of expertise of staff. • Describe your case management protocol. How will you notify UCD and support us in managing the incident internally? • Describe your internal escalation protocol. • Describe your ability to make travel arrangements (e.g. for a spouse to join a hospitalised employee). • Describe your ability to arrange translation/interpretation services. • Describe the software systems you have established to support the delivery of assistance services.
<p align="center">E – Employee Education & Training Services (150 marks)</p> <p align="center">(Please provide full details)</p>
<p>Employee Education & Training Services:</p> <ul style="list-style-type: none"> • Describe what types of security / health training you offer (format, content, course length, mobile compatibility, access etc.) • What languages are your learning courses available in? • Describe the audit functionalities of your digital learning courses.
<p align="center">F – Monitoring & Communication Services (150 marks)</p> <p align="center">(Please provide full details)</p>
<p>Monitoring the Safety of Employees & Assets:</p> <ul style="list-style-type: none"> • Can you provide a monitoring tool in-house? Describe your monitoring tool's ability to: <ul style="list-style-type: none"> ○ Integrate with our travel management companies ○ Work on mobile devices ○ Identify international & domestic travellers, as well as international assignees and assets ○ Capture multiple types of travel (air/rail/car rental/hotel) ○ Capture travel not booked via our travel management company and any non-GDS data • How is your traveller tracking solution integrated in your assistance service provision? • Describe the search functionalities of your monitoring tool. • Describe how your monitoring tool identifies employees in location for the delivery of automated alerts. • Describe your ability to integrate compliance with our travel policy in your monitoring tool. <p>Communications:</p> <ul style="list-style-type: none"> • Describe the communications/messaging functions offered by your monitoring tool. Are two-way options available? What channels are offered? • Describe your ability to automate communications to students and if applicable, staff. <p>Reporting:</p> <ul style="list-style-type: none"> • Describe the types of reports you offer and explain; <ul style="list-style-type: none"> ○ Your ability to automate reporting ○ your ability to offer self-service reporting ○ The types of real-time and historical reports you offer ○ The historic timeframe for archived data

<ul style="list-style-type: none"> ○ Please provide copies of sample reports
<p align="center">G – Quality (100 marks) (Please provide full details)</p>
<p>Quality Management:</p> <ul style="list-style-type: none"> • Please describe your quality management framework and organisational learning process. • Please describe your process for managing customer complaints. • How do you measure customer satisfaction? • Please provide your proposed SLAs and KPIs for the services tendered. • Please provide details of external quality accreditations (e.g. ISO 9001:2015) • Please provide details of recent awards/industry recognition relevant to the scope of this tender. <p>Business Continuity:</p> <ul style="list-style-type: none"> • Do you have a documented and tested Business Continuity Management System (BCMS) in place? • Describe your ability to ensure uninterrupted service delivery in case of an incident affecting your business. How do you ensure UCD will not be neglected during a surge in demand?
<p align="center">H – Case Studies (100 marks) (Please provide full details)</p>
<ul style="list-style-type: none"> • Please provide case studies of a minimum of two cases illustrating your service delivery capability with regards to the integration of assistance and digital resilience services for individuals and groups of students. Please explain the situation, the services delivered by your organisation and the result and added value to UCD.
<p align="center">Other - Data Privacy (Please provide full details)</p>
<ul style="list-style-type: none"> • Please list any external data privacy certifications you hold. • Please describe how you ensure GDPR compliance. • Please describe how you ensure medical confidentiality.
<p align="center">E: Ultimate Cost (5%) (See Appendix 4: Pricing Schedule for Details)</p>

Please ensure to sign confirmation form at end of document

This form(s) must be completed and signed by an authorised officer of the tenderers organisation.

- This offer will remain open for acceptance by you for a period of 12 months from the date of deadline for submission of tenders.
- We acknowledge that you are not obliged to accept the lowest or any offer.
- I/We undertake to deliver the products/services in accordance with the terms and conditions of the tender specification.

- I/We undertake to maintain full confidentiality with regard to all aspects of this tender process.

Signed:		Position:	
Print Name:		Phone No:	
Company Name:		Date:	
Address:			
Email:			

APPENDIX 2 – FORM OF TENDER

This Form of Tender must be completed, signed and returned by tenderers. Any amendment to the structure of this document, or any qualification of financial offers, may, at the sole discretion of the Contracting Authority, result in the elimination of the tender in question.

Contracting Authority: University College Dublin

Competition: **CONTRACT FOR THE PROVISION OF CRISIS MANAGEMENT SERVICE**

From: _____

I/We, having read the full Tender Documents and associated Appendices, do hereby offer to provide the whole of the products and services described to the entire satisfaction of the Contracting Authority, for the following prices, and will enter into a contract accordingly:

ULTIMATE COST FOR EVALUATION PURPOSES (Carried from completed Pricing Schedule – Appendix 4)	<i>Insert</i>
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I/We confirm that I/we:

- Will keep this offer open for acceptance by the Contracting Authority for a period of twelve months from the date of deadline for submission of tenders;
- Agree that you are not bound to accept the most economically advantageous tender or any tender you may receive;
- Have read and thoroughly examined the tender document;
- Fully understand the tender document and the Contracting Authority's requirements;
- Undertake to treat the details of this invitation to tender document, the resulting tender submission and any subsequent clarifications as private and confidential;
- Acknowledge that acceptance by the Contracting Authority of a tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract has been formally established by the Contracting Authority;
- 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;
- Have included in our pricing submission everything necessary for the performance of this contract as specified, including all elements that are either expressly stated in the Tender Documents or contained in any supplementary information or which could reasonably be inferred therefrom;
- Have found no errors, omissions, conflicts or ambiguities in the tender document, except those which I/we have brought to the attention of the Contracting Authority before the latest date for submitting queries;

- 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 seven days prior to the deadline for receipt of tenders;
- Will not, if awarded this contract, employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age, etc.;
- Will not, if awarded this contract, source any goods or services in countries subject to official international trading sanctions.

SIGNATURE	<i>(Insert)</i>	Date	<i>(Insert)</i>
Name	<i>(Insert)</i>	Position	<i>(Insert)</i>
Telephone	<i>(Insert)</i>	Email	<i>(Insert)</i>

A Tenderer's failure to sign and date this Form of Tender and to complete all sections will invalidate the tender submission.

APPENDIX 3 – EUROPEAN SINGLE PROCUREMENT DOCUMENT

- a) This document must be completed and returned by tenderers. The completed version of this document will constitute a 'self-declaration' that the grounds for exclusion detailed in Section 4 of the Invitation to Tender document do not apply to the tenderer and that the tenderer is in a position to comply with each of the eligibility criteria detailed in Section 5 of the Invitation to Tender document.
- b) Failure to complete all sections of this document will result in the tenderer's elimination from this competition. Moreover, failure to provide sufficient detail in respect of any field may, at the discretion of the Contracting Authority, result in the elimination of the tenderer in question.
- c) Any misrepresentation in respect of the completed document will result in the tenderer's elimination from this and future procurement competitions.
- d) Tenderers may reuse a European Single Procurement Document previously submitted in respect of another competition. Alternatively, in the event that a tenderer has previously completed an electronic version of this document, the tenderer may provide the Contracting Authority with electronic access to the relevant document. In both instances, it is imperative that the completed version of the European Single Procurement Document contains all of the information sought by this document.
- e) For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed in Section 4 of the Invitation to Tender document. Additionally, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate compliance with the eligibility criteria detailed in Section 5 of the Invitation to Tender document. Such requests may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to confirm the assertions made hereunder.**
- f) If a tenderer fails to provide supporting documentation necessary to confirm the assertions made hereunder within five working days of a request to do so from the Contracting Authority, the tenderer in question will be eliminated from the competition.

PART I – INFORMATION CONCERNING THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY	
IDENTITY OF THE PROCURER:	ANSWER:
Name:	University College Dublin
Which procurement is concerned?	CONTRACT FOR THE PROVISION OF CRISIS MANAGEMENT SERVICE
Title or short description of the procurement:	CONTRACT FOR THE PROVISION OF CRISIS MANAGEMENT SERVICE
File reference number attributed:	UCDOPP5346

PART II – INFORMATION CONCERNING THE ECONOMIC OPERATOR	
A: INFORMATION ABOUT THE ECONOMIC OPERATOR	
IDENTIFICATION:	ANSWER:
Name:	<i>Insert</i>
VAT-number, if applicable: <i>(If no VAT-number is applicable, please indicate another national identification number, if required and applicable)</i>	<i>Insert</i>
Postal Address:	<i>Insert</i>
Contact Person or Persons:	<i>Insert</i>
Telephone:	<i>Insert</i>
E-mail:	<i>Insert</i>
Internet address, if applicable:	<i>Insert</i>
GENERAL INFORMATION:	ANSWER:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise?	Yes <input type="checkbox"/> No <input type="checkbox"/> Define which: <i>Insert</i>
Only in the case the procurement is reserved, is the economic operator a sheltered workshop, a 'social business,' or will it provide for the performance of the contract in the context of sheltered employment programmes?	NOT APPLICABLE
If yes, what is the corresponding percentage of disabled or disadvantaged workers? If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to.	NOT APPLICABLE
If applicable, is the economic operator registered on an official list of approved economic operators or does it have an equivalent certificate (e.g., under a national [pre]qualification system)?	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>
<p><i>If you have answered 'yes' to the above question, answer the remaining parts of this Section, Section B and, where relevant, Section C of Part II. Then complete and sign Part VI. (i.e., if you have answered 'yes' to the above question, there is no need to complete Parts III and IV of this Appendix).</i></p>	
Please provide the name of the list or certification and the relevant registration or certificate number, if applicable:	<i>Insert</i>
If the certificate of registration or certification is available electronically, please state:	<i>Insert web address, issuing authority or body, precise reference of the documentation.</i>
Please state the references on which the registration or certification is based and, where applicable, the classification obtained in the official list:	<i>Insert</i>

Does the registration or certification cover all of the required selection criteria? <i>(If 'no,' please complete and sign Appendix IV of this document.)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the Contracting Authority or Contracting Entity to obtain it directly by accessing a national database in any Member State that is available free of charge?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>(If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation).</i>
FORM OF PARTICIPATION	ANSWER:
Is the economic operator participating in the procurement procedure together with others?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>If you have answered 'yes' to the above question, please ensure that the others concerned provide a separate ESPD document and please answer the questions below:</i>	
If 'yes,' please indicate the role of the economic operator in the group (e.g., leader, responsible for specific tasks, etc.):	<i>Insert</i>
If 'yes,' please identify the other economic operators participating in the procurement procedure together:	<i>Insert</i>
Where applicable, please insert the name of the participating group:	<i>Insert</i>
LOTS:	ANSWER:
Where applicable, please indicate the lot(s) for which the economic operator wishes to tender:	NOT APPLICABLE
B: INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR	
<i>Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:</i>	
REPRESENTATION, IF ANY:	ANSWER:
Full Name: <i>(Accompanied by the date and place of birth, if required)</i>	<i>Insert</i>
Position / Acting in the capacity of:	<i>Insert</i>
Postal Address:	<i>Insert</i>
Telephone:	<i>Insert</i>
E-mail:	<i>Insert</i>
If necessary, please provide detailed information regarding the representation (e.g., its form, extent, purpose, etc).	<i>Insert</i>

C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES	
RELIANCE:	ANSWER:
Does the economic operator rely on the capacities of other entities in order to meet the eligibility criteria for this competition as set out in Section 5 of the associated Invitation to Tender document?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><i>If 'yes,' please provide a separate ESPD form setting out the information required under Sections A and B of this Part and Part III of this Appendix for each of the entities concerned, duly completed and signed by the entities concerned. Please note that this should also include any technicians or technical bodies, not belonging directly to the economic operator's undertaking, especially those responsible for quality control and, in the case of public works contracts, the technicians or technical bodies upon whom the economic operator can call in order to carry out the work.</i></p> <p><i>Insofar as it is relevant for the specific capacity or capacities on which the economic operator relies, it may also be necessary for some or all of the entities concerned to complete Part IV of this Appendix.</i></p>	
D: INFORMATION CONCERNING SUBCONTRACTORS ON WHOSE CAPACITY THE ECONOMIC OPERATOR DOES NOT RELY	
SUBCONTRACTING	ANSWER:
Does the economic operator intend to subcontract any share of the contract to third parties?	Yes <input type="checkbox"/> No <input type="checkbox"/> If 'yes,' and so far as is known, please list the proposed subcontractors.
<p><i>If 'yes,' please provide the information required under Sections A and B of this part for each of the subcontractors concerned.</i></p>	

PART III – EXCLUSION GROUNDS	
A: GROUNDS RELATING TO CRIMINAL CONVICTIONS	
<p><i>Article 57.1 of Directive 2014/24/EU sets out the following reasons for exclusion:</i></p> <ol style="list-style-type: none"> <i>1. Participation in a criminal organisation;</i> <i>2. Corruption;</i> <i>3. Fraud;</i> <i>4. Terrorist offences or offences linked to terrorist activities;</i> <i>5. Money laundering or terrorist financing;</i> <i>6. Child labour and other forms of trafficking in human beings.</i> 	
GROUND:	ANSWER:
Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation.</i></p>
<i>If 'yes,' please provide the following information:</i>	
Date of conviction, which of the grounds for conviction (points 1 to 6 above) is concerned and the reason(s) for the conviction:	<i>Insert dates, points and reasons.</i>
Identify who has been convicted:	<i>Insert</i>
Insofar as is established directly in the conviction:	<p><i>Insert the length of the period of exclusion and the point(s) concerned.</i></p> <p><i>If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation.</i></p>
In cases of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If 'yes' please insert a comprehensive description of the measures taken.</i></p>
B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS	
PAYMENT OF TAXES / SOCIAL SECURITY:	ANSWER:
Has the economic operator met all of its obligations relating to the payment of taxes or social security contributions, both in the country in which it is established and in the Member State of the Contracting Authority if other than the country of establishment?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>

<p><i>If the economic operator has not met all of its obligations relating to the payment of taxes or social security contributions, please provide the following information:</i></p>		
Country or member state concerned:	Taxes	Social Contributions
	<i>Insert</i>	<i>Insert</i>
What is the amount concerned?	<i>Insert</i>	<i>Insert</i>
How has this breach of obligations been established?	<i>Insert</i>	<i>Insert</i>
If through a judicial or administrative decision, is this decision final and binding?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If through a judicial or administrative decision, please indicate the date of conviction or decision:	<i>Insert</i>	<i>Insert</i>
If through a judicial or administrative decision, and in the case of a conviction, please provide the length of the period of exclusion:	<i>Insert</i>	<i>Insert</i>
If this breach of obligations has been established by other means, please indicate the other means in question:	<i>Insert</i>	<i>Insert</i>
Has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest or accrued fines?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>	
<p>C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTEREST OR PROFESSIONAL MISCONDUCT</p>		
GROUNDS:	ANSWER:	
Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If the economic operator has breached its obligations in the fields of environmental, social and labour law, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If 'yes' please insert a comprehensive description of the measures taken.</i>	
Is the economic operator in any of the following situations: <ul style="list-style-type: none"> • Bankrupt; • The subject of insolvency or winding-up proceedings; • In an arrangement with creditors; • In any analogous situation arising from a similar procedure under national laws and regulations; • That its assets are being administered by a liquidator or the court; • That its business activities are suspended? 	Yes <input type="checkbox"/> No <input type="checkbox"/>	

If the economic operator is in any of the situations mentioned in the immediately preceding question, please provide comprehensive details of the situation:	<i>Insert</i>
Please provide the reasons for nevertheless being able to perform the contract or framework agreement, taking into account the applicable national rules and measures on the continuation of business in those circumstances, as per Article 57.4 of Directive 2014/24/EU.	<i>Insert</i>
If the relevant documentation is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>
Is the economic operator guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If 'yes' please insert a comprehensive description of the matter.</i>
If the economic operator is guilty of grave professional misconduct, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
Has the economic operator entered into arrangements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If 'yes' please insert a comprehensive description of the arrangements in question.</i>
If the economic operator has entered into arrangements with other economic operators aimed at distorting competition, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
Is the economic operator aware of any conflict of interest due to its participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If 'yes' please provide a comprehensive description of the conflict(s) in question.</i>
Has the economic operator or an undertaking related to it advised the Contracting Authority or otherwise been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If 'yes' please provide a comprehensive description of the matter.</i>
Has the economic operator experienced that a prior public contract, framework agreement or concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with a prior contract?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If 'yes' please insert a comprehensive description of the matter.</i>

<p>If the economic operator experienced that a prior public contract, framework agreement or concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with a prior contract, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If 'yes' please insert a comprehensive description of the measures taken.</i></p>
<p>Can the economic operator confirm the following:</p> <ul style="list-style-type: none"> • That it has not been 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? • That it has not withheld such information? • That it has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity? • That it has not undertaken to unduly influence the decision making process of a contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in a procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award? 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

PART IV – ELIGIBILITY CRITERIA

α: GLOBAL INDICATION FOR ALL SELECTION CRITERIA

Concerning the eligibility criteria, the economic operator declares that it satisfies the required eligibility criteria for this competition as detailed in Section 5 of the Invitation to Tender document:

Yes ☐ No ☐

PART V – REDUCTION OF THE NUMBER OF QUALIFIED CANDIDATES

NOT APPLICABLE

PART VI – CONCLUDING STATEMENTS

The undersigned formally declare that the information stated under Parts II – III of this Appendix is accurate and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- (a) The Contracting Authority has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge;
- (b) As of 04/09/2019 at the latest, the Contracting Authority already possesses the documentation concerned.

The undersigned formally consent to University College Dublin gaining access to documents supporting all information provided in this European Single Procurement Document for the purposes of this competition.

Signed (Authorised Signatory):	<i>Insert</i>
Block Capitals:	<i>Insert</i>
Position:	<i>Insert</i>
Company:	<i>Insert</i>
Registered Office:	<i>Insert</i>
Date:	<i>Insert</i>

APPENDIX 4 – PRICING DOCUMENT

Please see excel Spreadsheet for completion in relation to pricing. The total figure should then be transferred into Appendix 2 – Form of Tender

APPENDIX 5 – CONTRACT TERMS AND CONDITIONS

Please see separate document entitled Appendix 5 Contract Terms and Conditions.