



Tender

**KILDARE EDUCATION CENTRE
wishes to invite tenders from**

Catering Suppliers

Tender 1:

**for the preparation and delivery of
Cold Prepared Food to Kildare
Education Centre**

Issue date	14th May 2019
Closing date for receipt of queries	24th May 2019
Closing date for receipt of tenders	31st May 2019

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1. INTRODUCTION

1.1 What are the Tender Requirements?

Kildare Education Centre is seeking competitive proposals from suitably qualified companies to supply **a range of prepared cold food to Kildare Education Centre. Cold food will be prepared off site and delivered to the Centre.**

The purpose of this Request for Tender (RFQ) is to establish a Framework Agreement which will be reviewed on an annual basis, subject to the successful tenderer executing a satisfactory three month trial period.

The nature of business of Kildare Education Centre is dynamic and fluid. The impact of such fluidity has an impact upon the level of catering required on a day-to-day basis. There are occasions and time-periods throughout the year when the requirement for catering services diminishes or ceases to exist. Examples of such time-periods include, but are not limited to; school holidays, public holidays and other “quiet periods”. This fluidity and movement in demand for catering services is an integral part of the tender. Kildare Education Centre will not pay for such periods of diminished, low or in-activity and no compensation for such inactivity is available. The successful tenderer will receive as much notice as is reasonably possible prior to such periods of diminished, low or in-activity.

In addition to the above, the fluid nature of operations in Kildare Education Centre may result in a small increase or decrease in the numbers present for catering on any given day (over and above, or under the covers ordered). The successful tenderer will receive as much notice as possible of this change but tenderers are required to make provisions for such situations.

1.2 What are Education Centres?

An Education Centre is

“a place in which services are provided for schools, teachers , parents, boards and other relevant persons which support them in carrying out their functions in respect of the provision of education which is recognised for that purpose by the Minister...” (Education Act 1998)

The principal activity of an Education Centre is to organise the local delivery of national programmes of teacher professional development on behalf of the Department of Education and Science. Education Centres also organise varied local programmes of activities for teachers, school management and parents in response to demand. Education Centres are statutory bodies and are managed by voluntary Management Committees elected annually. There are twenty one Education Centres with full-time status and nine Centres with part-time status.

1.3 History of the Education Centre Network

Teachers' Centres, as they were initially known, were first established in 1972 and all work was conducted on a voluntary basis by teachers. The first full-time Directors were appointed to the Blackrock and Drumcondra Centres in 1975. These were teachers on secondment from their schools. The role of the Teachers' Centres at that time was:

- To provide an opportunity and a meeting place for Primary and Post Primary teachers to discuss issues related to their work.
- To act as a resource centre which would enable teachers to prepare and construct equipment and materials for use in their own schools and, if necessary, for distribution among schools in the locality.
- To arrange in-service courses.

This definition of the role reflected pre-occupations of the time with the introduction of the new Primary Curriculum. In 1994/1995, the first National Programmes were assigned by the Department of Education to a number of selected Centres. These programmes provided funds to Centres for recruitment of temporary administrative staff to service programme needs.

Since 1995 Centres have had a much more central role in the delivery of National Programmes of professional development for primary and post-primary teachers. The expansion of the network of fulltime centres in 1997 was indicative of a new awareness of the central role of providing continuing professional development in education. This

expansion was accompanied by a very substantial investment in Education Centre buildings throughout the country.

Formal statutory recognition was granted to Centres in the 1998 Education Act where centres are referred to as Education Support Centres. The Director is responsible for the day to day running of the Centre.

1.4 The Role of Education Support Centres

Education Support Centres support the delivery of professional development courses for the education community at a local level. Education Support Centres engage with many partners and agencies, including those under the remit of the Teacher Education section of the Department of Education and Skills.

1.5 Notice to Companies Tendering

Completed submissions in the requested format, with the name of the tenderer and address on the outside, and clearly marked “Catering Tender 1” should be delivered for the attention of:

Siobhán Kavanagh
Kildare Education Centre,
Friary Road,
Kildare
Co. Kildare,

By: 31st May 2019 at 5.00 p.m.

2.0 Submissions

Submissions from Tenders should include:

- 2.1 Name, address, telephone number, fax number, web-site and e-mail address of the tenderer.
- 2.2 Name of contact person dealing with the tender.
- 2.3 Name, address, telephone number, fax number and e-mail address of any other person(s) involved in the tender and their role.
- 2.4 A statement from the tenderer that none of the excluding circumstances listed in paragraph 1 of Article 45 of directive 2004/18/EC (coordinating procedures for the award of public supply contracts) applies to their business or him/her – See Appendix 1
- 2.5 Details of the financial standing of the company to include certified evidence of overall turnover for the past 3 years and a copy of audited accounts or a statement from an auditor (where the company has been trading for a minimum of three years).
- 2.6 Where a company has been trading for less than three years Kildare Education Centre reserves the right to seek any and all relevant information necessary to make an informed decision as to their financial standing. Failure to provide such information within a given timeframe will lead to the tenderer being removed from the competition.
- 2.7 Evidence of payment of statutory taxes, and social security contributions.
- 2.8 Evidence of servicing of similar contracts.
- 2.9 Details of relevant insurances i.e. Professional Indemnity, Employers Liability and Public Liability.
- 2.10 A Health and Safety Statement, indicating compliance with current Health and Safety legislation.
- 2.11 Statement outlining the tenderers ability to meet the requirements in 1.1.

**Only those tenderers that meet the above qualifying criteria will
be considered in the award process.**

NB: Please Note Tender closing date is as above

3. **General Information**

- 3.1 Tenderers are reminded that the content of this invitation is confidential and should not be disclosed to third parties other than those directly concerned with meeting the requirements, in which case this clause should be brought to their attention.
- 3.2 Responsibility for the delivery of the reply remains with the tenderer.
- 3.3 Proposals received after the final date and time specified for receipt of tenders will not be considered.
- 3.4 All costs to be quoted in euro. Prices quoted in the tender cannot be increased during the currency of the tender or the period of commission.
- 3.5 VAT, where applicable, should be shown separately.
- 3.6 Confirmation of acceptance of the Terms and Conditions of Contract by the Tenderer and any other third party as detailed in section 3 Conditions.
- 3.7 **Four paper** copies of the tender are required. The tender, should be submitted in a sealed envelope with the name and address of the tenderer on the outside, and clearly marked "Catering Tender".
- 3.8 **Communication Protocol during the Tender Process**
This Request for Tender (RFT) contains all the information that will be made available to tenderers.

4. CONDITIONS

4.1 Examination of Tenders

Tenders will be examined initially by reference to the following;

- a) Completeness of proposal and tender documentation as specified in sections 2 and 3 (Format of Tender and Conditions) of this document
- b) The provision of an **explicit statement** confirming the Tenderer's ability to meet all the requirements in section 1.6.
- c) The provision of an **explicit statement** from the Tenderer confirming that none of the circumstances listed in paragraph 1 and 2 of Article 45 of EU Directive 2004/18/EC apply.

N.B. Failure to comply with a), b) and c) above will render the tender ineligible for consideration.

4.2 Tender Assessment

Kildare Education Centre is not bound to accept the lowest cost or any tender submitted. Tenders will be assessed with reference to the award criteria.

4.3 Tender Validity

Tenderers should indicate for what period their tender remains valid. It is our preference that tenders should remain valid for a period of 90 days after the closing date for receipt of tenders.

4.4 Employment Legislation

Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing tenders.

4.5 Clarifications

Kildare Education Centre reserves the right to seek clarification or verification

of any such information.

4.6 **Conflict of Interest**

Any conflicts of interest involving a Tenderer must be fully disclosed particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the Tenderer. Any registerable interest involving the Tenderer and Kildare Education Centre, or their relatives must be fully disclosed in the response to this Request For Tender, or should be communicated to Kildare Education Centre immediately upon such information becoming known to the Tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registerable interest' and 'relative' shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995.

4.7 **Cost of Tender Preparation**

Kildare Education Centre will **not** be liable in respect of any costs incurred in the preparation of tenders.

4.8 **Price Quotation**

All costs must be quoted as a fixed price for the duration of the contract, in Euro (€), and inclusive of VAT where applicable.

4.9 **Freedom of Information**

You should be aware that any material submitted to Kildare Education Centre is subject to the terms of the Freedom of Information Acts 1997, 2003 and GDPR 2018 and may be requested by a third party. Should you wish any of the information supplied by you in your submission not to be disclosed because of its sensitivity, you should, when providing the information, identify same and specify the reasons for its sensitivity. Kildare Education Centre will consult with you with regard to this sensitive information before making a decision on any Freedom of Information request received. If no information is identified as

sensitive, with supporting reasons, then it is likely to be released in response to an FOI request.

4.10 **General Legislation**

Tenderers should be aware that national legislation applies in other matters such as Official Secrets, Data Protection and Health and Safety.

4.11 **Evaluation**

Responses to this Request for Tender will be evaluated in their own right. No recognition will be given to information previously submitted. During the evaluation of proposals, Kildare Education Centre at its absolute discretion may request information in addition to that provided in response to this RFT. Tenderers are required to provide such additional information within **five working days** of the request, or such later date as may be determined by Kildare Education Centre.

4.12 **Payment for Services**

Payment for services covered by this invitation to tender will be on foot of appropriate invoices. Any agreement entered into on foot of this Request for Tender is subject to the Prompt Payments of Accounts Act.

4.13 **Tax Clearance**

Before final agreement is made, the successful Tenderer will be required to produce, within seven days of being requested, a current, valid Tax Clearance Certificate. A successful non-resident provider will be required to produce a statement from the Irish Revenue Commissioners. Where a Tax Clearance Certificate expires within the course of the evaluation, Kildare Education Centre reserves the right to seek a renewed certificate. All payments under the agreement will be conditional on the tenderer being in possession of a valid certificate at all times.

4.14 Confidentiality

Kildare Education Centre requires that all information provided pursuant to this invitation to tender will be treated in strict confidence by Tenderers.

4.15 Conclusion of Final Agreement

An agreement will be concluded with the Tenderer whose tender is deemed to be the most economically advantageous, subject to agreement on the tender which best meets the award criteria and for which costings are deemed to be acceptable. The final agreement will not be concluded/take effect until after unsuccessful Tenderers have been notified of the result of this tendering procedure.

4.16 Legal Jurisdiction

All services carried out shall be governed by the Laws of Ireland and subject to the exclusive jurisdiction of the Courts of Ireland.

4.17 Cancellation of Tender

Kildare Education Centre may cancel the tender process at any time prior to a final agreement being entered into.

4.18 Withholding Payment

Payments may be withheld where a contractor has failed to meet their contractual obligations.

4.19 Right to Cancel

The award of a tender does not give rise to any enforceable rights by the preferred Tenderer. Kildare Education Centre may cancel the process at any time prior to a contract being entered into.

4.20 **Finality of Price Quotation**

Kildare Education Centre will not accept changes to an offered price proposed in a tender during the period following the close of competition and the award of the tender. The prices quoted in the tender submission will be the only costs used for evaluation purposes and these will be fixed for the duration of the agreement.

4.21 **Termination of Contract**

The agreement may be terminated by either party by two months' notice in writing. If there shall be any breach by the successful Tenderer of any of the terms or conditions contained in the Agreement or if in the opinion of Kildare Education Centre there has been a failure to provide a satisfactory service, Kildare Education Centre may terminate the contract by giving four weeks prior notice to that effect.

4.22 Regular meetings (initially scheduled for twice a year) may be held between Kildare Education Centre and the successful Tenderer.

4.23 **Completion of Tender Submission**

Tender submissions must be complete and must respond to all requirements for the tender identified in sections 1.6 and 2 (pgs. 6&7) of this document on a point by point basis and in the order in which they appear.

4.24 **Format of this Document**

Electronic copies of this document (in PDF format) will be supplied at the request of the Tenderer.

4.25 **Duration of Tender**

The contract duration will be for a period of 3 years, with the option to extend for two 1 year periods subject to a maximum of five (5) years and will be subject to yearly performance review, business needs and budgetary constraints.

4.26 **Extension of Tender Period**

Kildare Education Centre reserves the right, at their 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.

4.27 **Notice of Addenda**

Kildare Education Centre 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.

5 AWARD CRITERIA

5.1 The contract will be awarded to the Tenderer whose tender best satisfies the requirements, under the criteria listed. It is the responsibility of Tenderers to provide sufficiently detailed responses to enable Kildare Education Centre to make an evaluation of their tenders.

The following list defines the weighted criteria that will form the basis of the selection process. Award criteria in descending order of priority:

Criterion	Weighting	Maximum Score	Minimum Score required for consideration
Cost	55%	55	
Quality, Range and Fitness for purpose of services to be provided.	30%	30	
Financial evidence of a well-managed and stable or expanding organisation	5%	5	
Successful delivery of previous contracts	10%	10	
	100%	100	70% (70)

5.2 Before the contract is awarded evidence of quality of product may be required.

6.

Declaration

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

I certify that the information provided is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this tender process.

SIGNATURE: _____

DATE: _____

NAME : _____

TEL: _____

POSITION: _____

EMAIL: _____

Company Stamp or Seal (If Available)

Appendix 1

Extract from Article 45 of directive 2004/18/EC

NB This text has been extracted in good faith by Kildare Education Centre for information, however kildare Education Centre accepts no responsibility for its accuracy. It remains the responsibility of candidates to confirm they are not excluded from participation under the terms of this Article.

Article 45 Personal situation of the candidate or tenderer

1. Any candidate or tenderer who has been the subject of a conviction by final judgment of which the contracting authority is aware for one or more of the reasons listed below shall be excluded from participation in a public contract:
 - (a) participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA(20);
 - (b) corruption, as defined in Article 3 of the Council Act of 26 May 1997(21) and Article 3(1) of Council Joint Action 98/742/JHA(22) respectively;
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities(23);
 - (d) money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering(24).
2. Any economic operator may be excluded from participation in a contract where that economic operator:
 - (a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
 - (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement

with creditors or any other similar proceedings under national laws and regulations;

- (c) has been convicted by a judgement which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
- (d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
- (e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with the country of the contacting authority;
- (g) is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information.

Member States shall specify, in accordance with their national law and having regard for Community law, the implementing conditions for this paragraph.

Dessert Option (seldom required)	Price Per Person (ex. vat)