

**INVITATION TO TENDER
FOR PROFESSIONAL FUNDRAISER
ON A CONTRACT *for SERVICES BASIS*
WITH
DUBLIN CITY COUNCIL**

Open Procedure

October 2014

Closing date 8th December 2014 @ 12.00

1. INTRODUCTION

Dublin City Gallery The Hugh Lane is a world class institution with a unique collection of modern and contemporary art committed to the display, care, enjoyment and appreciation of the visual arts. The Gallery enjoys a considerable local and international reputation as a leading visual arts institution. It holds over 2,000 of Ireland's best examples of modern and contemporary art, including works by Bacon, Monet, Renoir, Manet and Degas as well as many accomplished Irish artists.

The Gallery is located at Charlemont House, Parnell Square North, Dublin 1, and is owned by Dublin City Council and the Hugh Lane Gallery Trust Ltd. is a wholly owned company of Dublin City Council

The Gallery creates vibrant annual visual arts programmes and actively acquires artworks for the collection. The Gallery organises three to four temporary exhibitions every year and is committed to an ongoing programme of education projects which include workshops for children and adults, art appreciation classes, practical art classes, public tours, school tours, coffee conversations and lectures. The Gallery publishes books and catalogues on its programmes and collections.

Admission to the gallery's permanent exhibitions is free, while there may be an admission charge to see a temporary exhibition. The Gallery is open Tuesday to Sunday and is closed on Mondays. Please see Gallery website for further information

Dublin City Council, through The Hugh Lane Gallery Trust Ltd, wishes to invite tenders from highly motivated and suitably qualified parties for the role of professional fundraiser on a contract for services basis to develop a culture of additional financial and other support for the Gallery.

This Invitation to Tender shall be interpreted in a manner consistent with Irish and EU rules on public procurement.

2. SCOPE OF TENDER

Dublin City Council, through The Hugh Lane Gallery Trust Ltd, proposes to award a contract for the provision of a professional fundraiser on a contract for services basis for 3 years with the option to extend for a further period of 1 year. The professional fee for this contract for services is €80,000 per year, exclusive of V.A.T.

3. SPECIFICATION OF REQUIREMENTS

The successful tenderer will report to the Director of the Hugh Lane Gallery, under the directorate of the Board of Dublin City Gallery the Hugh Lane, and will work closely with the staff of the Gallery.

The duties that will be required to be carried out under the contract are:

- develop and execute a clear, ambitious, and sustainable strategy of fundraising for the Gallery's current and longer term development. Such strategy being informed by the Gallery's strategic plan.
- frame the Gallery's attraction for established national and international networks.
- identify and develop long-term relationships with major donors, both corporate and individual.
- identify potential new sources of funding developing networks.
- make applications to appropriate trusts and foundations as well as to public bodies.
- develop appropriate systems for fundraising administration, devising and maintaining a Hugh Lane Gallery database which is fit for purpose.
- be part of the Fundraising Subcommittee under the guidance of the Board.
- meet fundraising targets agreed by the Fundraising Subcommittee and Gallery Board.
- maintain high levels of discretion and confidentiality at all time.

4. ACCOUNT MANAGEMENT

Dublin City Council shall require the appointed supplier/company to nominate a dedicated account manager who will act as the main point of contact with the City Council for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required.

5. DELIVERY

The successful tenderer will primarily work from the Gallery.

6. INVOICING

Staged payments will be made on submission of invoices for reaching milestones as agreed with the Director and The Hugh Lane Gallery Trust. The contract sum is fully inclusive of all taxes but exclusive of V.A.T. on invoices. The successful tenderer will be responsible for making all lawful deductions in respect of income tax or P.R.S.I., or similar deductions. The successful tenderer must provide a current valid tax clearance certificate (see section 8.1 – Selection Criteria below).

7. REVIEW OF SUPPLIER PERFORMANCE

The successful tenderer will be appointed for a probationary period of 6 months, during which time they will be assessed based on various relevant criteria. At the end of the 6 months probationary period, the contract shall either be allowed to continue if performance has been satisfactory, or terminated if it has not and supplier shortcomings cannot be addressed. In the event that the contract is renewed, the contract shall be subject to a further official review every 6 months thereafter and will only be continued subject to satisfactory performance. Performance will be assessed by the Fundraising Sub Committee and approved by the Board and its conclusions will be final. In the event that the contract is terminated The Hugh Lane Gallery Trust Ltd. reserves the right to revert to the tenderer who finished in second place (depending on said tenderer demonstrating compliance with all stated evaluation criteria) in this competition. Supplier performance will however be continually monitored over the term of the contract. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

8. SELECTION AND AWARD CRITERIA

8.1 Selection Criteria

Dublin City Council is using the OPEN procedure for the award of this contract. Therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate their eligibility, tenderers are required to satisfy the following requirements:

<u>Financial and Economic Capacity</u>	
<u>Article 45 Declaration</u>	Scoring
<u>Criterion: Eligibility Requirements</u> Rule: Must complete and sign the EU Declaration Form attached with this notice confirming if any of the situations listed in Article 45 of the Public Sector Directive 2004/18/EC applies to the tenderer. Tenderers may be excluded from participation based on the responses made in the declaration. (Appendix A)	Pass/Fail

<u>Statutory Obligations Declaration</u>							
<p>Criterion: Eligibility Requirements Rule: Must complete and sign the Statutory Obligations Declaration Form attached with this notice. Tenderers may be excluded from participation based on the responses made in the declaration. (Appendix B)</p>	Pass/Fail						
<u>Tax Clearance</u>							
<p>Criterion: Tax Clearance Certificate Rule: Must submit a signed statement that the company and all proposed sub-Contractors (if applicable) are able to produce a valid Tax Clearance Certificate in compliance with Circular (43) 2006 (or as amended) and that the certificate will be maintained for the duration of the contract and will be on a 12 month basis. OR Must submit a valid Tax Clearance Certificate as stated above.</p>	Pass/Fail						
<u>Tax Clearance Certificate - Self Declaration</u>	Please confirm YES/NO						
<p>(A) I confirm and declare having a current and valid Tax Clearance Certificate in place and our tax affairs are in order. The Contracting Authority can verify your tax clearance status through Revenue’s online facility at https://www.revenue.ie/itp/view.jsp. To this end, please confirm:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Do you grant the Contracting Authority permission to verify your tax cleared position online?</td> <td style="width: 20%;"></td> </tr> <tr> <td>Registration Number <i>(as shown in your Tax Clearance Certificate)</i></td> <td></td> </tr> <tr> <td>Certificate Number <i>(as shown in your Tax Clearance Certificate)</i></td> <td></td> </tr> </table> <p>OR</p>	Do you grant the Contracting Authority permission to verify your tax cleared position online?		Registration Number <i>(as shown in your Tax Clearance Certificate)</i>		Certificate Number <i>(as shown in your Tax Clearance Certificate)</i>		
Do you grant the Contracting Authority permission to verify your tax cleared position online?							
Registration Number <i>(as shown in your Tax Clearance Certificate)</i>							
Certificate Number <i>(as shown in your Tax Clearance Certificate)</i>							
<p>(B) I confirm that I have applied for a Tax Clearance Certificate which will be made available on request</p>							
<u>Bank details</u>							
<p>Criterion: Bank Details Rule: Must submit statement confirming that your company holds a bank account and that you are presently in good standing with your bank.</p>	Pass/Fail						
<u>Bank Details - Self Declaration</u>	Please confirm YES/NO						
I confirm that the company holds a bank account and that we are presently in good standing with our bank.							
I confirm that I will submit bank details (bank name and branch, and details of main contact) on request at any time prior to the award decision being made.							
<u>Insurances</u>							
<p>Criterion: Insurances Rule: Must submit statement confirming that your company has the following insurances in place: € 6.5 million in respect of public liability € 13 million in respect of employer’s liability Must submit a statement confirming that should you be awarded the contract, you are willing and able to raise your insurance cover to these levels (in cases where the existing cover levels are lower) and that you will maintain these levels for the duration of the contract.</p>	Pass/Fail						

<u>Insurances - Self Declaration</u>	Please confirm YES/NO
(A) I confirm that we have the following insurances in place:	
• Public Liability - €6.5 million	
• Employers Liability - €13 million	
OR	
(B) I confirm that if successful I will be in a position to put the required forms and levels of insurances required for the contract in place.	
I confirm that I will provide the following promptly on request at any time prior to the award decision being made: <ul style="list-style-type: none"> • evidence of insurances in place or • letter from Insurance Broker confirming that the required levels could be put in place if successful 	
Declarations must be signed by a duly authorised officer. I hereby declare that the above is an accurate and complete Declaration of Financial and Economic Capacity on the part of my firm in relation to this tender competition. I undertake to inform the Contracting Authority of any changes to this Declaration which may arise prior to the award of contract.	
Signed :	
Name :	
Position :	
Date :	

Technical Capacity	Scoring
<u>Criterion: Qualifications</u> Rule: Must hold a degree qualification, or higher, in the field of communications, marketing, fundraising or a related field. Proof of qualifications will be required before the contract will be awarded.	Pass/Fail
<u>Criterion: Previous Contracts/Projects</u> Rule: Must submit details of successful delivery of at least 2 similar fundraising contracts/projects within the last 4 years. Details of the contracts/projects must include detailed description of the contracts/projects in question, the value of the contracts/projects, the precise services supplied and how the contracts/projects are/were managed.	Pass/Fail
<u>Criterion: Client References</u> Rule: Contact details of the clients that may be contacted on a confidential basis in relation to these contracts to confirm satisfactory delivery of the contracts must be submitted. Details should include names, addresses, and telephone numbers.	Pass/Fail
<u>Health & Safety</u> Rule: Must submit a statement confirming that they will abide by DCC's Health & Safety policies.	Pass/Fail
RESULT – QUALIFIED OR ELIMINATED FROM DETAILED TENDER EVALUATION	QUALIFIED/ ELIMINATED

Notes:

- ***Only tenderers meeting the above qualifying criteria will be considered for inclusion in the award process.***
- ***If a tenderer proposes to use or rely on the financial resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of these links may be then it must establish that it shall have available to them the financial resources of those entities or undertakings which are necessary for the performance of the contract.***

8.2 Award Criteria

The contract will be awarded in accordance with the following award criteria:

	Award Criteria	Maximum Score	Minimum Score
A	Understanding the role of the Gallery and its potential	2,000	1,400
B	Networking & Strategic Fundraising Relationships	4,500	3,150
C	Interpersonal & Negotiation Skills	3,500	2,450

Tenderers must demonstrate their professional approach as required for the position of Professional Fundraiser. Tenderers must provide a written submission of no more than 4 A4 pages, which outlines their proposal/ plan for this project should they be successful. Tenderers must link their approach to Section 3 'Specifications of Requirements', while addressing the following criteria:

Criterion A – Understanding the role of the Gallery and its potential (2,000 Marks Available)

The tenderer must detail their understanding of how their role of Fundraiser will relate to the Hugh Lane Gallery's strategy and programming, demonstrating:

- An in depth knowledge of the potential of the gallery to raise additional funds
- An appreciation of the ongoing role of the Gallery and its audiences
- How it will Contribute to the next phase of the Gallery's development

A copy of the gallery's current strategic plan is available to view on the Hugh Lane Gallery's website at: <http://www.hughlane.ie/phocadownload/strategic%20plan2.pdf>

Criterion B – Networking & Strategic Fundraising Relationships (4,500 Marks Available)

The tenderer must demonstrate

- How they will identify, develop and manage the necessary strategic relationships required for the role of fundraiser, with particular attention on Irish & international patrons and collectors.
- How this will be done using codes of best practice for fundraising and guiding principles for community and voluntary groups.

Criterion C – Interpersonal & Negotiation Skills (3,500 Marks Available)

The tenderer must demonstrate how their interpersonal & negotiation skills will be effectively used to deliver the requirements of the role. Tenderers must do this by outlining how each skill will be applied to the role of fundraiser with particular reference to attracting patrons, sponsors and collectors to support the gallery.

NOTE 1: Tenderers should note that they must achieve a minimum rating of 70% for each of the award criteria in order to avoid elimination from the competition.

NOTE 2: Tenderers should ensure in their submissions that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable The Hugh Lane Gallery Trust Ltd. to assess fully the extent of their offers.

NOTE 3: Award of contract may be subject to a clarification meeting. It would be essential that the tenderer be available and present at this meeting.

NOTE 4: Any tender need not necessarily be accepted, and The Hugh Lane Gallery Trust Ltd reserves the right not to proceed with the competition at any stage or not to award a contract.

INSTRUCTIONS TO TENDERERS

1. Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of this tender.

2. Tender Documents - Ambiguity, Discrepancy, Error, Omission

Where tenderers consider that they are missing any documents which would prevent the submission of a comprehensive tender, please contact gary.sullivan@dublincity.ie as soon as possible.

Tenderers are required to inform Dublin City Council of any ambiguity, discrepancy or error in the Tender Documents. Dublin City Council shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the Invitation to Tender.

3. Closing Date and Time for Receipt of Tenders

The deadline date for receipt of Tenders is **8th December 2014 @ 12.noon (Irish time)**.

4 Queries

All queries regarding this tender must be emailed to gary.sullivan@dublincity.ie. Queries must be in question format and must be submitted by email. Responses will be circulated to those candidates that have registered an interest in this notice on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. The details of the person making a query will not be disclosed when circulating the response.

All queries must be submitted before **28th November 2014 @ 12 noon** to enable issue of responses to all interested parties

5. Qualification of Tenders

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid.

6. Tender Submissions

The completed Tender shall be enclosed in a sealed envelope and submitted either by post or hand delivery using the following label as a template:

Tender Enclosed Deadline Date for Receipt of Tenders: 8th December 2014 @ 12 noon (Irish time)

TENDER FOR PROFESSIONAL FUNDRAISER ON A CONTRACT for SERVICES BASIS WITH DUBLIN CITY COUNCIL

Delivery to:

Executive Manager
Culture, Recreation & Amenity Department,
Block 4, Ground Floor,
Civic Offices,
Wood Quay,
Dublin 8

The number of copies of completed Tenders required is 5 hard-copies and 1 electronic copy (USB/ CD-ROM).

The Tenderer is fully responsible for the safe and timely delivery of the Tender.

Emailed, faxed or late tenders cannot be considered and will be returned.

7. Extension of Tender Period

Dublin City Council reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to Tenderers before the original closing date.

8. Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted in a sealed envelope before the closing date for receipt of tenders.

Any modifications received after the closing time for receipt of tenders will be returned to the tenderer unopened.

9. Cost of Preparation of Tender

Dublin City Council will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their Tender.

10. Tender Validity Period

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

11. Currency

Tender prices must be submitted in Euro only. All invoices and payments will be in Euro only.

12. Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose.

Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

13. Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to Dublin City Council. Any declarable interest involving the tenderer and employees of the Council or their relatives must be fully disclosed in the response to this tender competition. The term 'declarable interest' shall be interpreted as per section 175 of the Local Government Act, 2001. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

14. Freedom of Information Act

Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to Dublin City Council's obligations under law, including (if applicable) the provisions of the Freedom of Information Acts, 1997 and 2003. The Tenderer will agree that, should it wish any confidential information supplied by it to Dublin City Council not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. Dublin City Council will consult with the Tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Acts 1997 and 2003. However, Dublin City Council will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Acts 1997 and 2003 and the final decision on whether or not to release such information rests with Dublin City Council or as set out in the Freedom of Information Acts 1997 and 2003.

15. Tax Clearance Certificate

It will be a condition for award of the contract that the successful tenderer(s) can promptly produce a current Tax Clearance Certificate. See Irish Revenue web site <http://www.revenue.ie/> Tenderers submit a signed statement that the company and all proposed sub-Contractors (if applicable), or consortium members (if applicable), are able to produce a valid Tax Clearance Certificate in compliance with Circular (43) 2006 as amended or replaced and that the certificate will be maintained for the duration of the contract and will be on a 12 month basis. **OR** Must submit a valid Tax Clearance Certificate as stated above.

16. Irish Legislation

Tenderers should be aware that national legislation applies in matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. All relevant aspects of such legislation must be observed at all times by the successful tenderer.

17. Confidentiality of Evaluation

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract will not be disclosed to Tenderers or other persons not officially concerned with such process until the award of contract to the successful Tenderer has been announced and in conformity with national law.

18. Clarification of Tenders

Dublin City Council may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with Dublin City Council.

19. Correction of Errors

Where there is a discrepancy between the hard copy and the electronic copy of a tender, the hard copy will take precedence.

Where there is a discrepancy between amounts in figures and words, the amount in words shall apply.

Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price will normally govern.

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

The above procedure shall be binding upon the tenderer and a tenderer not accepting the correction of their tender as described above shall have their tender rejected.

20. Change in the Composition of a Tender

Dublin City Council reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

21. Interference

Any effort by the tenderer to unduly influence Dublin City Council, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

22. Inducements to Purchase

Dublin City Council shall be entitled to terminate any contract and to recover from the service provider the amount of any loss resulting from such termination in the following circumstances:

- i. if the supplier has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement or any other contract with Dublin City Council, or showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Client, or
- ii. if like acts have been done by any other person employed by the supplier or acting on its behalf (whether with or without the knowledge of the supplier).

23. Notification of Tender Evaluations

Following tender evaluation all tenderers will be informed formally of the outcome in accordance with EU procurement law requirements.

24. Award of Contract

In accordance with the procurement regulations The Hugh Lane Gallery Trust Ltd will not award the contract for a period of at least 14 days (where notification is sent via electronic means) or 16 days (if notification is sent by other means) after notification of the outcome is sent to tenderers.

When appropriate an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 48 days after the award of the contract. It should be noted that it is standard practice for the Client to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

The Hugh Lane Gallery Trust Ltd reserves the right not to proceed with the competition at any stage or not to award a contract.

25. Payment

All quotations and terms of payments shall be in Euro only. Payment for any orders will be on foot of invoices for each completed part of order and made only after delivery and inspection. The Council undertakes to make all payments solely under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2002. Invoices should be forwarded to the "Bill To Address" on the purchase order and quote the purchase order number. Invoices that do not contain a purchase order number will be returned to the supplier unpaid. Detailed invoicing arrangements will be agreed with the successful supplier(s)/service provider including arrangements for staged payments.

26. Award to runner up

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the contracting authority considers that the successful tenderer has not met its obligations, the contracting authority reserves the right to award the contract to the next highest scoring tenderer on the basis of the terms advertised. This shall be without prejudice to the right of the contracting authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

27. Possible TUPE Considerations

Participants are advised that in the event of significant transfer of undertakings, businesses or parts of businesses, the provisions of SI 131 of 2003 *European Communities (Protection of Employees on Transfer of Undertakings – TUPE) Regulations 2003* may apply. The successful tenderer will therefore be required to indemnify the contracting authority fully in respect of any losses, damages, costs or expenses of any kind incurred arising from their compliance with the TUPE Regulations.

At tender stage, tenderers will be required to inform themselves by their own enquiries as to the potential applicability of the TUPE Regulations and to take this factor into account when preparing their tenders, which will be deemed to include all the potential costs likely to be incurred as a result of any ensuing obligations under TUPE.

28. Consortia and Prime/Subcontractors

Where a group of undertakings submit a tender in response to this contract notice the Contracting Authority will deal with all matters relating to this public procurement competition through the entity which will carry overall responsibility for the performance of the contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out:

- a. The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
- b. The names of all subcontractors and/or consortium members who will be involved in the provision of the contract;
- c. A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- d. The name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact person authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this public procurement competition has been completed or terminated. Correspondence from any other person (including from any other subcontractor and/or consortium member) will not be accepted, acknowledged or responded to.

Tenderers should note that the information contained in this document is not exhaustive and is without prejudice to the applicable national and EU law.

APPENDIX A : DECLARATION (as per Article 45 of Directive 2004/18/EC & Regulation 53 S.I. 329 of 2006)

THIS DECLARATION, DULY COMPLETED AND SIGNED, MUST BE SUBMITTED BY ALL CANDIDATES/TENDERERS

Name of Candidate: _____

Address: _____

Country: _____

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

Article 45 (1) (Any tenderer shall be excluded from participation who has been convicted of an offence involving):

- 1.a) The Candidate, a Director or Partner has been convicted of being a member of a criminal organisation. Yes [] No []
- 1.b) The Candidate, a Director or Partner has been found guilty of corruption. Yes [] No []
- 1.c) The Candidate, a Director or Partner has been found guilty of fraud. Yes [] No []
- 1.d) The Candidate, a Director or Partner has been found guilty of money laundering. Yes [] No []

Article 45 (2) (Any tenderer may be excluded from participation, where):

- 2.a) The Candidate is bankrupt or is being wound up or its affairs are being administered by the court, or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations. Yes [] No []
- 2.b) The Candidate is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations. Yes [] No []
- 2.c,d) The Candidate, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business. Yes [] No []

2.e,f) The Candidate has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the Candidate is located. Yes [] No []

2.g) The Candidate has been guilty of serious misrepresentation in providing information to a public buying agency. Yes [] No []

The Candidate has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application. Yes [] No []

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

I certify that the information provided above 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 future tenders.

SIGNATURE _____ DATE: _____
[Signature must be that of a Director/Principal]

NAME _____ TEL: _____

POSITION _____ FAX: _____

Appendix B – Declaration Re Statutory Obligations

To:

From:

Tender for: _____

We, _____, confirm that:

We are fully compliant with the terms and conditions and our statutory obligations under all relevant Irish employment and Health & Safety legislation.

AND

We have procedures in place to ensure that our subcontractors, if any are used for this contract, are likewise compliant.

I/We certify that employees of this company that are, or may be engaged in work on the Dublin City Council contract are treated in full compliance with Irish Employment law.

I/We certify that if a Trade Union refers a case concerning such employees of this company, whom they represent, to the Labour Relations Commission conciliation service, to the Rights Commissioners Service or to the Labour Court for investigation, that the company will accept the invitation and participate in such conciliation conferences or hearings, as appropriate.

I/We certify that the information provided above is accurate and complete to the best of my/our knowledge and belief. I/We understand that the provision of inaccurate or misleading information in this declaration may lead to my/our organisation being excluded from participation in future tenders.

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