

Procurement Policy and Procedures

Version 3.0



Version Contract

Document Title	Pobal Tendering and Public Procurement Guidelines
Version	3
Document Location	SharePoint- Procurement Homepage
Department	Finance
Owner	Chief Financial Officer – Brian Lehane
Editor	Procurement Manager – Carolyn Keegan
Date of most recent update	06/06/2020
Date of next review	05/06/2022

Document Authorisation

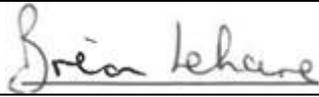
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1. Introduction

1.1 Overview

Public Procurement is the acquisition, whether under formal contract or not, of works, supplies and services by public bodies. It ranges from the purchase of routine supplies or services to formal tendering for large high value projects by Pobal.

The purpose of this policy is to act as a guideline to all staff of Pobal who are involved in the procurement of works, goods or services. It outlines the procedures and practices that must be followed. Procurement should be seen as one of the principle activities within Pobal which promotes good corporate governance. It is a basic principle of Public Procurement that any procurement process is carried out in an honest, fair and competitive manner.

All procurement within Pobal is governed by the following core values

- Ensuring compliance with EU legislation and Government Guidelines
- Achieving best value for money
- Risk Management

The key principles of public procurement which applies to all procurement, irrespective of value, are

- Transparency
- Mutual Recognition
- Proportionality
- Non- Discrimination
- Equal Treatment

Pobal requires all procurement activities are conducted in an ethical and fair manner. Staff must ensure they carry out all duties with

Integrity

Fairness

Confidentiality

Legality

Employees completing any procurement process must disclose any potential conflict that may arise during the course of their duties by way of a Declarations **of Impartiality** which is available on Procurement SharePoint

1.2 Legislative and Regulatory Requirements

Pobal's procurement activities are governed by a number of legal requirements and government circulars

EU Directive 2014/24/EU (as transposed into Irish Law S.I. No. 284/2016)

Remedies Directive 2007/66EC8

Remedies Regulations S.I. No. 130 of 2010

The Office of Government Procurement (OGP)'s Public Procurement Guidelines for Goods and Services

Circular 20/2019 – Promoting the use of Environmental and Social Considerations in Public Procurement

Circular 02/2016 – arrangements for Digital and ICT – related Expenditure and Public Service

Circular 10/14 – Initiatives to Assist SMEs in Public Procurement

Circular 40/02 – Public Procurement Guidelines

1.3 Social Procurement

A key element of Pobal's procurement strategy is to engage in socially responsible public procurement. This will be achieved by "thinking social first" whereby Pobal will ask if the services or goods required could be provided by a social enterprise or workshop. Another aspect of Social procurement is Green Procurement which Pobal will achieve by incorporating environmentally friendly specifications and award criteria into our tender documents. A database of social enterprises is maintained by the Procurement Department which should be referred to when seeking quotes.

Pobal will also strive to ensure its supply chain complies with the ten principles of the Un Global Compact. Pobal expects its suppliers to have core values that reflects Pobal work within the Community. Suppliers should be asked to confirm that they and their suppliers have respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women. This will be achieved by questionnaire in our tender documents.

1.4 Office of Government Procurement

The Office of Government Procurement (OGP) (available at www.ogp.gov.ie) is an office within the Department of Public Expenditure & Reform, which has been tasked with centralising public sector procurement arrangements for common goods and services. The aim of this office is to deliver sustainable procurement savings by optimising value for money across the Public Sector. Instead of Public Bodies (including Pobal) each tendering separately for common goods & services, the OGP have now being to put in place Framework Agreements that all Public Bodies can buy from. Where the OGP has a framework in place that may be suitable to Pobal's need, the framework must be utilised.

1.5 Roles and Responsibilities

1.5.1 Chief Financial Officer

The CFO reporting to the CEO has overall responsibility for compliance the Procurement Function within Pobal. CFO approves and authorises the Tendering and Public Procurement Guidelines. The CFO must present reports to Pobal's Board of any instances of non-compliant procurement.

The CFO executes all supplier contracts within Pobal. This may be delegated at the discretion of the CFO.

1.5.2 Procurement Manager

The Procurement Manager is responsible for developing and monitoring the authorised procurement policy and making recommendations to the Chief Financial Officer. The responsibilities include ensuring

- Compliance with all applicable laws and government guidelines
- The Procurement Department operates in line with the principles of public procurement
- Procurement Strategy corresponds with Pobal's Corporate Strategy
- Completion of Annual Procurement Plan, taking into account ongoing spend analysis

The Procurement Manager must report any issue which raises concerns to the Chief Financial Officer. The Procurement Manager is responsible for the Corporate Procurement Plan which sets out any objectives for improvement of the procurement department within Pobal.

Any clarification on the interpretation of Pobal's Procurement Policy must be sought from the Procurement Manager

1.5.3 Procurement Department

The Procurement Department will manage the procurement process in compliance with these procedures. This may include but is not limited to

- Working with the internal client to define client's requirement
- Checking budget availability with Finance colleagues
- If necessary, researching the market place
- Determining the best procurement procedure
- Drafting the tender documents
- Managing the tender evaluation and award
- Corresponding with successful and unsuccessful tenderers
- Ensuring contract is executed and filed
- Managing the supplier relationship
- Authorising of Purchase Orders
- Managing Contract Database
- Issuing contract expiry notifications
- Training Devolved Buyers.

1.5.2 Budget Holder or their delegate

The Budget Holder is the internal client of the Procurement Department. Their general responsibility is to ensure

- Their staff are informed of and comply with Pobal's Procurement Policy
- No commitment to expenditure is made to a supplier without prior procurement approval.
- All purchases have approved budget

- All requests to procure are made to the Procurement Department through defined processes e.g Purchase Order request or Tender Business Case in a timely manner
- Tender Business Cases for projects over €25k must be approved by EMT prior to requesting a procurement process
- Work with the Procurement Department to define their requirement
- All specifications are drafted in line with EU rules
- Monitor contract to ensure services and/or goods are delivered

1.5.3 Finance Managers

Finance Managers are responsible for checking all tenders have been allocated the necessary budget.

1.5.4 Devolved Buyers

Devolved Buyers, previously known as procurement specialists are in place within each Directorate and a list of Pobal's Devolved Buyers is available [here](#). The Buyers are responsible for ensuring

Purchasing within the directive are compliant with these procedures

All purchases are fully documented

1.6 SharePoint

The Procurement Team has a SharePoint homepage located [here](#).

Here you will find:

- Public Procurement Guidelines
- Training Materials and How-to Guides
- Sample Tender Documentation
- Completed Tender Documentation

The Procurement Team site is a resource for all Pobal staff to learn more about the function of Procurement within Pobal and the role each staff member plays within that. Whether you need to procure goods, services, conference facilities or anything else this site should provide all the resources you require to assist you.

2. Procurement Process

2.1 Procurement Thresholds

Thresholds Goods and Services

Value of Contract (ex-Vat)	Process
Less than €5,000	1 written quote
Between €5,000 and €25,000	3 written quotes
Above €25,000 to €214,000* (EU Threshold)**	Tender process advertised on e-tenders
Above EU Threshold	Tender process advertised on OJEU and e-tenders

Thresholds Works

Value of Contract (ex-Vat)	Process
Less than €5,000	1 written quote
Between €5,000 and €50,000	3 written quotes
Above €50,000 to €5,350,000 (EU Threshold)*	Tender process advertised on e-tenders
Above EU Threshold	Tender process advertised on OJEU and e-tenders

*Title III services threshold is €750k

**thresholds are valid till 31st December 2021. Thresholds are updated every two years. Up to date thresholds can be found <https://simap.ted.europa.eu/european-public-procurement>

2.2 Key Essentials

2.2.1 Participation on Equal Terms

As Pobal are committed to the concept of equal opportunities for all, Pobal must take the necessary measures to ensure the widest possible participation on equal terms in invitations/calls to tender for supplies and services contracts, including, as appropriate, measures to:

- a) Ensure publication of invitations to tender in the most appropriate media.
- b) Eliminate discriminatory practices or technical specifications which might stand in the way of widespread participation on equal terms.
- c) Ensure that all the selection criteria and award criteria are specified in the Invitation to Tender.
- d) Ensure that the winning tender selected conforms to the requirements of the Invitation to Tender and is the tender which has scored highest on the award criteria stated therein.

Circular 10/14 “Initiatives to assist SMEs in Public Procurement” strengthens the positive measures that all public contracting authorities, such as Pobal, are required to take to promote small & medium enterprises (SME) involvement in the competitive tendering process.

2.2.2 Grounds for Exclusion

Candidates or tenderers will be excluded from participation in a procurement procedure if:

- a) They are guilty of corruption, fraud, money laundering or membership of a criminal organisation.
- b) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any comparable situation arising from a similar procedure provided for in national legislation or regulations.
- c) They have been convicted of an offence concerning their professional conduct.
- d) They have been guilty of grave professional misconduct.
- e) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country.
- f) They are guilty of serious misrepresentation in supplying the information required by Pobal as a condition of participation in an invitation to tender or contract.

2.2.3 Self-Cleansing

Under the new Directives a supplier may now state they have undergone a “self-cleansing” procedure. In their statement they must outline in detail the issues they faced that would have excluded them from the competition and the measures they have taken to fix the problems.

When the tenderer is outlining their explanation as an example this should include information such as new audit process, new quality control process, new supervision schedule / policy, staff training improvements and so on. It is **not** acceptable for a tenderer to simply state that they have replaced “problem” staff.

Pobal must take the tenderers “self-cleansing” statement into account. However, should Pobal not be satisfied with the tenderers explanation they may still exclude them from the tender process?

2.2.4 Conflicts of Interest

A conflict of interest can be described as any form of personal interest, which may impinge, or might reasonably be deemed by others to impinge, on an individual’s impartiality in decision-making. Personal interest includes an interest of a relative or connected person.

Any individual participating in the tendering process must be aware of potential conflicts of interest and should take appropriate action to avoid them. If conflicts of interest arise, these should be immediately declared and actions taken to mitigate the conflict,

2.2.5 Retrospective Awards

Contracts are considered to take effect from the date of signature of the last signatory. All contracts must show the true dates of signature of the contracting parties. This means that no disbursements/payments can be affected and no goods and services provided prior to the signature of the contract and/or addendum.

2.2.6 Use of Standard Documents

Standard contracts and document formats must be used at all times. Any intended variation from the standard document formats should be discussed **in advance** by emailing procurement@pobal.ie.

2.2.7 Record Keeping

Written records of the entire tendering and contracting procedure must be kept confidential and retained by Pobal. These must include:

1. Copies of all tenderers submissions
2. Published Invitation to Tender
3. Full and complete records of evaluation scores including showing clearly scores for sub criteria (**including notes on the rationale for awarding the score**) and Ultimate Cost
4. Copies of successful / unsuccessful letter to all suppliers
5. Any other related and relevant correspondence

2.2.8 Taxation

VAT

Suppliers must be invited to express tender/quote prices **exclusive** of VAT, so that there is no competitive advantage or disadvantage arising from the application of VAT rules.

Tax Clearance Certificate

In the absence of a contract, from 1st January 2016, Pobal are required to hold the Tax Reference Number (TRN) and valid Tax Clearance Access Number (TCAN) for each supplier with whom the value of trade is likely to exceed €10,000 (including VAT) in any 12-month period. Pobal will be obliged to delay payments to suppliers who fail to produce their TRN and TCAN or valid TCC once the €10,000 limit has been reached.

When a contract is being put in place, confirmation must be provided by the supplier of their Tax Reference Number (TRN) and valid Tax Clearance Access Number (TCAN) **before** the contract is issued, regardless of the value.

It is important that Pobal staff make suppliers aware of these requirements when the supply of goods/services to Pobal is being awarded.

2.2.9 Freedom of Information

Freedom of Information (FOI) legislation applies to a wide range of public bodies (including Pobal) and information may be requested on records relating to a tendering procedure of Pobal. Certain records may be exempt from the provisions of the Freedom of Information Act 2014, on grounds of confidentiality or commercial sensitivity.

Tenderers are normally requested to indicate, with supporting reasons, any information included with their tenders which they wish to be regarded as confidential. Pobal can decide whether or not to disclose such information on foot of an FOI request. Each record must be examined on its own merits.

Section 7 of the contracts template covers all aspects of Confidentiality and Freedom of Information.

2.2.10 Aggregation Rules

Where Pobal has a single requirement for supplies, services or the carrying out of a works and more than one contract will be entered into in relation to that requirement, then the value of those contracts must be aggregated.

The rules include an express provision designed to prevent purchasers from deliberately “splitting” contracts to avoid the application of Public Procurement Regulations. Awarding separate contracts can be necessary and justified if, for example, different expertise is required and/or if the contracts cannot be reasonably combined for geographical matters or reasons relating to timing. Sufficient reasons for separating contracts must be provided if required.

If the aggregate value of the separate contracts (which have similar characteristics and/or are for the same type of goods or services) exceeds the threshold set down for Public Procurement (see [2.1 above](#)), then all such purchases must be awarded in accordance with Public Procurement Regulations, even though each individual contract value is below the relevant threshold.

So it is necessary to determine:

- whether the contracts in question have similar characteristics, and
- whether the contracts are for the same type of goods or services.

Where there is a requirement over a period of time and this will be met by a series of contracts or a contract which will be renewable (and the contracts in question have similar characteristics and are for the same type of goods or services) then the Regulations provide that the value needs to be estimated by looking at a 12 month period or the duration of the contract, if longer than 12 months. Renewable in this context means the position where a single contract for goods or services needs the consent of both parties to be renewed and therefore is effectively a series of separate contracts.

If at the time of the initial contract, the volume of supplies or services to be purchased in the future is not known but it is known that further requirements will arise, then Pobal should consider awarding a Framework Agreement at the time of awarding the initial contract.

2.2.11 Advertising

It is not obligatory to advertise tenders in National newspapers. There is a legal obligation to advertise contracts over EU Thresholds in the OJEU (Official Journal of the EU). All contracts above tender threshold (see 2.1 above) must be published on www.etenders.gov.ie.

2.2.12 Queries

In the tender documentation, Pobal should nominate one individual who will deal with any queries raised by external parties during the tender process and should indicate the deadline for receipt of such queries.

The tender documentation should state that all queries raised must indicate the name of the tender process that they relate to, avoiding any possible confusion with other tender processing being carried out by Pobal at the same time.

Pobal should endeavour to respond to reasonable queries raised by external parties as a matter of priority. Any replies to queries raised must be communicated to all interested parties (either directly or via www.etenders.gov.ie) so no advantage is given to one tenderer over another tenderer. The eTenders website (www.etenders.gov.ie) has a facility to answer queries directly from suppliers and this should be taken advantage of where possible. Should you wish to use email, you must ensure that all suppliers are sent the query response at the same time.

Important Note: If you are using email, it is of the utmost importance that all recipients are placed into the BCC field in Outlook.

2.3 Determine the Need

Each Budget Holder should have an understanding of their department's requirements, including existing contracts. Budget Holders should be aware of any contracts due to expire. The Procurement Department will notify the Budget Holder of contracts (excluding licences and memberships) due to expire. The Budget Holder must confirm, in a timely manner, whether the services/ goods continue to be required.

The Procurement Department will complete historic spend analysis which will track concurrent spend to identify any possible new tenders.

2.4 Pre-Tender Phase

2.4.1 Market Analysis

It may be decided to undertake market analysis prior to tendering in order to better understand what options are available. Conducting market analysis can help identify the range of goods and services on offer, market developments and innovations, the competitive landscape and the specific capabilities of the supply market. A template to assist in considering the various aspects of market analysis is available on the SharePoint procurement website.

Conducting market analysis **should never preclude or distort** competition. Therefore in order to ensure transparency, any information provided during this consultation stage should be provided to all potential tenderers.

The most effective method to ensure transparency is to publish a Prior Information Notice (PIN) or a Request for Information on e-tenders.

It is sometimes required to meet or discuss with suppliers before advertising an ITT document to help in forming technical and operational requirements. It is advisable to meet with a minimum of 3 suppliers. The Procurement Department must be consulted prior to any meeting taking place.

All meetings with suppliers prior to the advertising of an ITT must be recorded in detail using the template that is available on the SharePoint website titled Strategy & Market Analysis.

2.4.2 Calculate Contract Value

Once you have determined that a need exists, the first step in deciding on what procurement procedure to use is to calculate the estimated contract value. When estimating the contract value, the following should be taken into consideration:

- Estimate must be valid at the time of the contract notice.
- Value must be based on the total amount payable, net of VAT.

- Projects cannot be sub-divided in order to bring value under the EU or National thresholds.
- Whereby a single project is being divided into separate lots, the total cost of all lots relating to the project should be estimated.
- The value must take into account any possible extensions.
- Works contracts should include cost of works and the supplies necessary for executing the works.
- When the estimated contract value falls just below the National or EU threshold, the more stringent procurement procedure should be undertaken and the process should be run as is the competition is above National or EU thresholds accordingly.

2.4.3 Budget Availability

The budget holder must determine if there are funds available to meet the requirement. Necessary budget approval must be sought from the Executive Management Team, via submission of a business case, for any new project above €25k

2.4.4 Draft Tender Documents

It is vital that tender documents be carefully drafted, not only for the proper execution of the contract but also for the sound functioning of the procurement procedure. These documents must contain all the provisions and information that candidates invited to tender need to present their tenders i.e. the procedures to follow, the documents to provide, cases of non-compliance, award criteria and their weightings, stipulations regarding subcontracting etc. these documents can often be overlooked where contradictions are made in the framework and contact.

The documents should be:

- Clear & unambiguous
- Encourage innovative solutions whenever possible
- Avoid the use of brand names where possible. If you **must** use a brand name then you must also clearly state that Pobal will accept a similar or alternative product
- Focus on results/outcomes
- State selection & award criteria

Document Templates

Published on SharePoint there are a number of standardised templates for use. These are clearly referenced and aimed towards different requirements such as purchase of goods, supply of services and frameworks.

The Invitation to Tender should contain as a minimum the following elements and will be dependent on the type & value of the Tender to be awarded:

- | |
|---|
| <ul style="list-style-type: none"> A. Background to the Tender / General Outline of Requirements B. Tender Requirements / Specifications C. Selection Criteria & Award Criteria D. General Instructions to Tenderers E. Tender Probity F. Draft Contract Agreement and any Special Conditions |
|---|

- | |
|---|
| <p>G. Submission details (deadline, contact etc...)
H. Other Information, as required</p> |
|---|

2.4.5 Specification

The Tender Specification should be clear and precise as to what goods/services are required. The Tender Specification should give instructions and guidance to potential tenderers about the nature & characteristics of the Pobal's requirements. There should be consultation with all parties involved in the proposed project in preparing Tender Specifications. A well thought out & properly conceived Tender Specification is extremely important for the ultimate success of the tender.

Tender Requirements/Specification should include detail such as Quantities (where possible), Functionality, Features, Key characteristics, Trends, Business needs etc. so there is a higher possibility of meeting Pobal's needs after the tender process is complete. It is important that the relevant expertise (either internal or external to Pobal) is involved in drafting this portion of the Invitation to Tender and must be done in consultation with Procurement.

In drawing up the Tender Requirements/Specifications, the following must apply:

- Must not be discriminatory & must allow for competition.
- Should be drafted in terms of functional performance requirements.
- In referring to standard required, they may only be used for reference purposes and must be accompanied by the words "or equivalent".
- Unless justified by the subject matter of the contract, specifications must not refer to a specific make, process, trade mark, patents or origin with the effect of favouring or eliminating certain products.
- At all times you must bear in mind that you should have clear metrics to score against where possible (ie: Required delivery time of 3 days)

One option to be aware of is an *Output Based Specification (OBS)*. This focuses on the desired outputs of a product/service in business terms, rather than a detailed technical specification of how the service is to be provided.

- This allows providers scope to propose innovative solutions that might not have occurred to the procurement team.
- Defines the output or outcome rather than input.
- States the end result to be achieved.
- Give the tenderer flexibility on how to achieve the results.
- Create opportunity for innovative and creative solutions, which will deliver better value for money.
- Suppliers have more flexibility to provide the best solution for Pobal's requirements, rather than being tied to a specific set of technical specifications.

2.4.6 Selection Criteria

The purpose of Selection Criteria is to ensure that only tenders from suitably competent firms are evaluated and receive business from Pobal i.e. focus on the supplier/provider. As with the Award Criteria (see over), Selection criteria must be mentioned in the Invitation to Tender and must meet the key principles of Transparency, Equal Treatment Non Discrimination, Proportionality and Mutual Recognition.

There are three areas to test in Selection Criteria:

1. **Legal Standing**

Ensuring firms are not guilty of corruption, fraud, money laundering, corruption, bankruptcy, non-payment of social welfare and tax. Pobal uses a Declaration of Bona Fides to seek confirmation regarding these criteria.

2. **Financial Standing**

Ensuring firms are financially sound. Tests of turnover and profitability can be set as well as seeking evidence of certain types of insurances and tax compliance. Pobal uses a "Self-Declaration" form to seek confirmation regarding these criteria. Evidence of self-declared must be sought prior to consideration for contract award, and in restricted tendering before the candidates are placed on the tender list.

3. **Technical Standing**

Ensuring firms are technically competent to be considered for the tender. Tests relating to manpower, skills, previous experience, health & safety and quality assurance can be set.

2.4.7 Award Criteria

The contract award criteria serve to identify the **Most Economically and Advantageous Tender (MEAT)**. These criteria cover the technical, quality, and price of the tender. Where a contract is awarded on the basis of MEAT, Pobal must adopt criteria linked to the subject matter of the contract, which might include, in addition to price, non-financial factors such as

- quality of work product,
- ability to deliver on time,
- technical merit
- contract management
- project methodology
- social and environmental characteristics
- continuity of service / supply
- after sales service
-

Evaluation of the qualification and experience of staff assigned to perform a contract can be used as award criteria provided it has a significant impact on the level of performance of the contract.

In determining the weighting for each award criterion consideration should be given to the business criticality of the contract versus the value of the service/ goods/ works.

Criteria must be objective, transparent and non-discriminatory. The criteria chosen will ensure the possibility of an effective tender process.

It is also important to note that when looking at previous experience it does not relate to previous experience with Pobal only and must relate to previous experience within their relative industry.

2.4.8 Period of Validity of Tender

Tenderers are bound by their tenders for the tender validity period specified in the letter of Invitation to Tender and/or in the Invitation to Tender document. This period must be sufficient within a reasonable time frame to allow the Evaluation Committee to examine tenders, approve the contract award proposal, notify the successful tenderer and conclude the contract.

The period of validity of tenders recommended for most contracts is 6-12 months, unless the scope of the contract is a commodity type item where pricing cannot be held for such periods, e.g. electricity, paper, etc. If there is a danger that the tender validity will expire before the evaluation is complete, then a request to extend the tender validity period for a further period should be issued to all tenderers with copies of all requests and replies kept on file. This can also be done via email and a 5 working day response deadline should be given or the tenderer is removed from further consideration.

2.5 Determine Sourcing Strategy

The first stage of determining the strategy is to identify whether there is an existing agreement or OGP framework in place which covers the requirements.

The next stage is to determine the procurement strategy based on the estimated contract value. See 2.1 above Procurement Thresholds

2.6 Request for Quotes (RFQ)

In instances where a once off purchase of goods/services/ works is required, then this procedure should be followed, using the **Request for Quotes** template available on SharePoint. It is important to note that no purchase order will be authorised without a full and complete template and evaluation being attached to the purchase order. There are no pre-defined criteria in order to select suppliers to provide quotes. However, all suppliers contacted should clearly be capable of providing the services / goods and should not be selected on any basis that is aimed to distort the number of responses received.

2.6.1 Issuing the RFQ

The Request for Quotation must be issued to a minimum of 3 suppliers via the Procurement Department unless specific authority has been granted by the Procurement Manager. The most transparent way to conduct a RFQ is via the quick quote function on e-tenders.

All suppliers must be issued the RFQ at the same time. Suppliers must be given sufficient time to prepare and submit their response.

The deadline for clarifications and submissions must be clear.

2.6.2 Receipt and Evaluation of Quotations

Following receipt, quotations must be kept on file. Each submission must be evaluated against the criteria disclosed in the RFQ. Evaluation notes must be kept and signed copies kept on file

2.6.3 Contract Award

A notification must be sent to both the successful and unsuccessful companies outlining the result of the evaluation. Once companies have been notified then a contract can be issued to the successful tenderer.

2.7 Tender Procedures

The 2016 Regulations allows 6 award procedures

- Open Procedure
- Restricted Procedure
- Competitive Dialogue
- Competitive Procedure with Negotiation
- Innovative Partnership
- Negotiated Procedure Without Prior Publication

The Open and Restricted Procedures are the most commonly used and can be used freely. The other 4 procedures can only be used in specific circumstances. With any invitation to tender a contract notice must be advertised on e-tenders and/ or OJEU, depending on the estimated value of the contract (see 2.1 Thresholds)

2.7.1 Open Procedure

This procedure is a single stage procedure where all interested parties may submit tenders.. The notice should be given maximum publicity to make it available to the widest audience possible. While any party may submit a tender, only tenders of those deemed to meet minimum levels of technical (e.g. previous experience) and financial (e.g. turnover, insurances) capacity should be evaluated against the award criteria. No post tender negotiation is allowed under this procedure.

2.7.2 Restricted Procedure

This is a two-stage process, where only those parties who meet the suitability or selection criteria are invited to tender. For competitions above EU tender thresholds an European Single Procurement Document (eESPD, see 2.9.3) must be included as part of the 01st stage of the tender process

Step 1

These selection criteria are best requested and assessed via a “Pre-Qualification Questionnaire (PQQ)”.

The selection criteria in the PPQ should include Insurance, Turnover, Tax Compliance Previous Contracts, and Knowledge of the Subject Matter etc.... Responses from candidates will be scored, with at least the top 5 (or most appropriate number) scoring applicants being invited to tender i.e. move to Step 2. The Insurance, Turnover, Tax Compliance criteria would be given a pass/fail result, while the Previous Contracts, Knowledge of the Subject Matter etc. criteria would be weighted. This will assist Pobal in determining the total candidates if numerous submissions are received.

The invitation to tender should indicate that short listing of the original applications is taking place and what criteria for this are being used.

Step 2

Issue complete specifications with an invitation to submit a tender only to those short listed suppliers who have met the minimum requirements. In order to ensure fair competition, tenders must be submitted by the same supplier who submitted the expression of interest application to tender.

The successful tenderer is chosen by assessing the tenders received against the predetermined award criteria.

2.7.3 Competitive Dialogue

The Competitive Dialogue may only be used in limited circumstances.

- The contract includes design or innovative solutions
- The technical specification cannot be determined
- The requirements of Pobal cannot be met without adaption of easily available solutions
- Only irregular or unacceptable tenders were received during an Open or Restricted competition
- Due to complexity of legal, financial make up or due to the goods, service, works being a high risk, a contract cannot be awarded without prior negotiation

With a Competitive Dialogue all interested parties are invited to participate but only those short listed by Pobal may participate in the dialogue. Pobal continues the dialogue until it can identify the solution(s) which are capable of meeting its needs. Final tenders should be received. Minutes of any meetings must be kept that clearly demonstrate a record of the decisions.

2.7.4 Competitive Procedure with Negotiation

Similarly to the Competitive Dialogue, a competitive procedure with negotiation may only be used in limited circumstances

- The contract includes design or innovative solutions
- The technical specification cannot be determined
- The requirements of Pobal cannot be met without adaptation of easily available solutions
- Only irregular or unacceptable tenders were received during an Open or Restricted competition
- Due to complexity of legal, financial make up or due to the goods, service, works being a high risk, a contract cannot be awarded without prior negotiation

The Competitive Procedure with Negotiation operates in the same manner as the restricted procedure, but allows for post tender negotiation. It is imperative that equal treatment of all tenderers is maintained during negotiations. Pobal may reduce the number of tenderers it negotiates with by application of the award criteria. Once a best and final tender is sought then no future negotiations may take place with the tenderer. Minutes of any negotiation meetings must be kept that clearly demonstrate a record of the decisions.

2.7.5 Innovative Partnership

The Innovative Partnership procedure may be used where there is no existing goods or service currently available on the market that meets Pobal's needs. All interested parties are invited to participate but only those short listed by Pobal may participate in the procedure. The outcome is deliver research and innovative activities required for the development of innovative solutions.

2.7.6 Negotiated Procedure without prior publication.

In defined circumstances, the requirement to undertake a formal tender process or seek quotations does not apply and a derogation from these obligations may be approved. Where a derogation is sought, a formal request for derogation must be prepared and submitted to the Procurement Manager in the first instance. The Procurement Manager will assess the request to determine if it meets one of the following

- Where no suitable tenders or quotes have been submitted in response to an RFQ or Invitation to tender, provided that the initial conditions of the contract are not substantially changed.
- Where a contract is purely for the purpose of research, experiment or development
- Where the supplies, services or works can only be supplied by a particular company for any of the following reasons
 - a. The aim of the procurement is the creation or acquisition of a unique work of art
 - b. Competition is absent for technical reasons*
 - c. The protection of exclusive rights, including intellectual property rights*

*only applies where no reasonable alternative exists and the absence of competition is not the result of an artificial narrowing down of the market

- In cases of extreme urgency brought about by events unforeseeable by Pabal. The circumstances used to justify extreme urgency shall not be attributable to Pabal.
- For additional deliveries by the original supplier which are intended as either a partial replacement of supplies or installations or as the extension of existing supplies or installations where a change of supplier would oblige the contracting authority to acquire supplies having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance
- For bargain purchases, where it is possible to procure supplies by taking advantage of a particularly advantageous opportunity available for a very short time at a price considerably lower than normal market prices
- For the purchase of supplies on particularly advantageous terms, from either a supplier definitively winding up a business or the receiver or liquidator of a bankruptcy, an arrangement with creditors or similar legal or regulatory procedure
- For service contracts where the contract follows a design contest and is awarded to the winner or winners of the design contest

All request for derogations must be authorised by the Chief Financial Officer. All derogations must be formally authorised in advance of any commitments being given to suppliers. A sample Request for Derogation Form is available on the Procurement SharePoint

The Procurement Manager will keep a register of all authorised derogations. Any derogation above €25,000 must be reported to the Board.

2.8 Timescales for Advertising

Procedure	Expressions of Interest	Receipt of Tenders
Open – Under €25,000 (excl. VAT)	7 days	7 days
National – Accelerated Procedure	15 days	15 days
National – Open Procedure	30 days	30 days
National – Restricted Procedure	30 days	30 days
EU – Open (Non Electronic)	30 days	30 days
EU – Open (Electronic)	30 days	30 days
EU - Restricted – (Non Electronic)	15 days	15 days

Procedure	Expressions of Interest	Receipt of Tenders
EU - Restricted – (Electronic)	N/A	10 days
EU - Accelerated / Restricted (Electronic)	15 days	15 days
Framework Mini Tenders	N/A	10 days

2.9 Accelerated Procedure

Accelerated procedures are permitted to be used only in cases where “a state of urgency duly substantiated by the contracting authorities renders impracticable the normal time limits”. Put into plain English this means exceptional and extreme cases only.

By way of reinforcing the above extreme cases only the EU Commission ruled that a French contracting authority should not have used the Accelerated Procedure as it was not an urgent case. This is despite of the fact that the procurement process in question was directly related to a major avalanche that had occurred.

2.10 Advertising Tenders

Tenders are advertised via a contract notice published on e-tenders and or OJEU. Notices must set out the key details of the call for competition and the type of procedure being used.

2.11 Providing Supplier Additional Information after Publishing

The Invitation to Tender should be clear enough to avoid tenderers from having to request additional information during the procedure. If Pobal, either on its own initiative or in response to the request from candidates or tenderers, provides additional information it must send such information in writing to all other interested parties at the same time unless the request is clearly designated confidential and Pobal agrees it is confidential. Clarifications can be issued via the eTenders website.

Tenderers may submit questions in writing before the deadline for submission of tenders. Pobal must reply to all tenderers' questions at least before the deadline for receipt of tenders with sufficient time before the deadline for tenders to reflect the information in their tenders, if necessary within 5 working days. The deadlines should be reasonable and sufficient to allow tenderers to query aspects of the Invitation to Tender.

2.12 Deadline for Tender Submission

Tenders must be submitted for the e-tenders post-box facility before the advertised deadline for submissions. Once the deadline has past the post-box automatically locks, preventing tenderers submitting late tenders.

2.13 Opening of Tenders

Tenders must be opened by a minimum of two people via e-tenders. E-tenders will electronically time stamp when the tenders were opened.

2.14 Evaluation of Tenders

An Evaluation team, comprising of representatives of Procurement Department and Requesting Department must be established to evaluate tenders. The evaluation team must consist of a minimum of 2 members, one from each department. The evaluation team may be expanded to include other members with relevant technical expertise in order to ensure a thorough evaluation is completed. This may include external experts or government department representatives. All voting members of the Evaluation Committee have equal voting rights.

The Procurement Department representative shall be the Chairperson of the evaluation. They may, at their discretion require that the qualitative evaluation is completed independently of the monetary evaluation.

Tenderers must only be assessed against the published selection and award criteria in accordance with the scoring methodology advised to tenderers. No additional or breaking of qualitative criteria into sub-criteria may take place during the evaluation. Price must be evaluated in accordance with the formula advised to tenderers. No amendments or additional formulas may be introduced during the evaluation.

Minutes of any evaluation meeting must be taken. A record of the scoring and relative assessment of each tenderer against the award criteria must be maintained. Detailed justifications for each score must be outlined in the evaluation notes. The final evaluation sheet must be signed by all members of the evaluation team.

2.15 Tender Report

A comprehensive **Tender Report**, detailing all aspects of the procurement process undertaken must be maintained. This must include

- the name of the contracting authority
- the subject matter and value of the contract, Framework Agreement or Dynamic Purchasing System
- the results of the Selection stage, i.e. the names of the successful candidates and reasons provided for selection, the names of unsuccessful candidates and reasons for non-selection
- the reasons for rejecting abnormally low tenders
- the name of the successful tenderer and the reasons why the tender was selected
- the name(s) of sub-contractors and the share of the contract to be sub-contracted
- justification, where appropriate, for the use of the Competitive Dialogue/Competitive Procedure with Negotiation
- the reasons for not awarding a contract or a Framework, or to establish a Dynamic Purchasing System
- an explanation for not using an electronic submission

- measures taken to address potential conflicts of interest of the evaluators
- the main reasons for decision of the contracting authority not to subdivide the tender into lots

The Report should be completed & signed off the Procurement representative and kept on file with the other documentation related to this tender.

2.16 Impartiality and Confidentiality

All members of the evaluation committee must complete and sign a Declaration of Impartiality and Confidentiality prior to any evaluation taking place. It is the responsibility of the Procurement representative to ensure all declarations are received prior to the evaluation. The Procurement representative will hold copies of all declarations on file.

2.17 Complaints & Appeals

It is Pobal's policy to handle all complaints in a prompt manner and strictly in adherence with the EU Remedies Directive.

Generally two types of complaint might arise:

Advertisement Stage / Pre Closing

- 1) A complaint that the specification or criteria set in the tender document are biased or unfair. In such cases, this should be acknowledged immediately to the tenderer and they should be informed that it will be investigated. The claim should be raised with Pobal's Procurement Team and if in the view of Pobal, the specification or criteria should be amended then this should be notified to all interested parties (by email in the case of quotations and via www.etenders.gov.ie in the case of tenderers). The revised wording should be communicated to all and consideration given to extending the closing date.

Evaluation Stage / Award Stage

- 2) The more common complaint is likely to arise from unsuccessful candidates who have submitted a bid as part of a procedure. The complaint should be acknowledged and investigated immediately. If the complainant is seeking a legal review via the High Court, then legal advice should be sought. If the complainant is merely unhappy with the decision, Pobal should review the notification letters to ensure proper reasons for failure were provided. If Pobal has met its obligations of providing comprehensive notification letters then a letter confirming that Pobal has reviewed the process and confirms that the decision is unchanged should be sent.

2.18 Cancelling Procurement Process

Pobal may, before the contract is signed, abandon the procurement process and cancel the procurement procedure without the candidates or tenderers being entitled to claim any compensation.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no response at all;
- if the service tendered for has to be fundamentally changed making it different from the original specification;

- the economic circumstances or technical needs of Pobal have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible such that there is no point in awarding the contract
- If the contract has already been awarded the contract may only be cancelled under the specific terms of the contract.
- all technically compliant tenders exceed the financial resources available i.e. cost is greater than budget of Pobal;
- there have been irregularities in the procedure, in particular where these have prevented fair competition or the process has been left open to a fair and substantial challenge up award of the contract

If a procurement procedure is cancelled, all tenderers must be notified in writing and as soon as possible of the reasons for the cancellation, without leaving Pobal exposed to adverse issues.

After cancelling a tender procedure, Pobal may decide:

- To launch a new tender procedure.
- To open negotiations with tenderers where all the tenders received were in excess of the budget available (provided a budget or budget range was indicated in the original notice). Negotiations can only be held with tenderers who comply with the selection criteria, provided that the original terms of the contract have not been substantially altered.

In no event should Pobal be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender **before the award of the a contract**. The publication of a procurement notice does not commit Pobal to implement the service or project announced. Even at contract award stage Pobal is not obliged to sign any contract and the ITT template and Successful notification letter state clearly that no contract will exist until and after Pobal has countersigned any contract.

2.19 Probity Plan

The tender probity plan is designed to ensure conformity of procurement process to Pobal's procurement policy. It is a step by step checklist covering the steps in a normal procurement cycle, from identifying and specifying a need to awarding a contract. The tender probity plan must be completed for all tender processes.

3. Awarding of Tender / Contract

3.1 Tender Award Recommendation Report

A Tender Award Recommendation (TAR) Report, available on SharePoint, must be completed and submitted for any contract above €25,000. The report must be approved prior to any award/ regret notifications been issued. The TAR must be authorised as follows

Value of Contract	Approval Required
€25k-€250k	Chief Financial Officer

€250k-€2m	As above and Chief Executive Officer
Above €2m	As above and Board Approval

3.2 Notification to Tenderers

Successful tenderer

Before the period of validity of tenders expires and on the basis of the approved Evaluation Report, Pobal must notify the successful & unsuccessful tenderers in writing that their tenders have been identified as the winning or unsuccessful tenders

The successful tenderer should only be advised they are “identified as the preferred winning tender”. Accepting a tender automatically creates a contract, which Pobal may not wish to do yet.

Unsuccessful tenderer

The unsuccessful tenderers must be informed of the decision made by Pobal (including the name of the successful candidate), the commencement of the Standstill Period (see below) and a summary of the reasons for their rejection, including the name, characteristics and advantages of the winning tender. The information provided must be seen as sufficient to enable the unsuccessful tenderer to decide whether there are grounds for seeking review of the decision made by Pobal.

Any formal contract cannot be agreed with the winner until at least 14 calendar days have passed (known as the “Standstill Period”). This period is extended to 16 days if the success/regret letters are not sent electronically. If during that period, a legal review of the award decision is sought in the High Court, Pobal may not proceed to award the contract and delay the project until the court lifts the suspension of the process and/or determines the matter. If no challenge is received, Pobal may proceed to enter into a formal contract with the winning tenderer.

If the contract is signed by the tenderer and Pobal and all supporting documents received by Pobal, then the contract is valid for the duration of the contract stated therein.

3.3 Outstanding Information Letters

When an tender process is carried out through www.etenders.gov.ie, the Invitation to Tender will highlight that if Tenderers do not have the evidence requested under the Turnover, Evidence of Insurance and Tax Clearance eligibility criteria at the time of submitting their tender proposal, they could instead complete the **Form of Self-Declaration** that is included in the ITT templates in the appendices. This will assist SMEs who will not be burdened with organising additional insurance etc. until they have been successful in the tender process.

Prior to issuing a contract Pobal must then request the relevant evidence, requested within the tender eligibility criteria, be provided in full **within 5 working days** of receipt of its request. Issuance of a contract or admittance into a framework is subject to the provision of this information within this deadline.

If a successful tenderer has submitted all/part of the information required under the eligibility criteria previously, they will be asked to confirm in writing within this deadline what has been provided previously and what information is being submitted now. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated.

Upon receipt, it is Pobal's intention to issue the contract for execution.

3.4 Contract Preparation and Signature

In preparing the contract for signature, the following documentation must be uploaded onto the Procurement SharePoint site for all procurement projects that are above National value thresholds:

- i) Invitation to Tender,
- ii) Declarations of Impartiality & Confidentiality (signed),
- iii) Tender Submission log,
- iv) Tender Opening Report,
- v) Tender Probity
- vi) Signed Evaluation Report
- vii) Success Letter(s)
- viii) Regret Letter(s)
- ix) Any other relevant information.

The standard contract annexes with General Conditions and Forms and other relevant documents must be reproduced without modification in every contract. Only the Special Conditions should need to be completed by the project.

Contracts will be issued to the successful supplier electronically by the Procurement Representative. The Chief Financial Officer or a nominated delegate will counter sign, electronically, on behalf of Pobal.

If the successful tenderer fails to do this within the specified deadline or indicates at any stage that it is not willing or able to sign the contract, the tenderer cannot be awarded the contract.

The contract takes effect on the date of the later signature i.e. the date that Pobal signs the contract. The contract cannot cover earlier services or enter into force before this date unless expressly stated to do so.

3.5 Notifying the Award of Contract

It is a requirement that Pobal publish certain information on all contracts awarded (or framework agreements concluded) over €25,000 on www.etenders.gov.ie **within 30 days** of the award. This will aid the transparency of the procurement process and, possibly, reduce or eliminate enquiries from non-participants about the award of a contract. The particulars of the awarded contract, including the type of contract, the procedure and award criteria used, the number of tenders received, the name of the successful tenderer, the value of the contract or the range of tender prices and justification for the negotiated procedure, if used, must be published. The necessary information can be submitted electronically on the standard "Contract Award Notice".

3.6 Modifying Contracts

Contracts may need to be modified during their duration if the circumstances affecting project implementation have changed since the initial contract was signed. Contract modifications must be formalised through an addendum to the contract.

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum. Such an addendum must be signed by the contracting parties. Changes of address etc. may simply be notified in writing by the contractor

to the project, although this does not affect the right of the project to oppose the contractor's changes if they effect the implementation of the project.

Pobal must be alert for a material change to a contract, which may result in the tender process being deemed invalid. Modifications must be related to the contract as advertised and strictly necessary for its completion. It is not appropriate to just add more supplies or services to the contract, particularly if the market which would have formed for the original contract might be different had they known about the "new" contract value/scale.

Prior to any modification being made or agreed with the contractor, the Procurement department must be notified. It will be the Procurement Manager or delegates' decision whether a modification is allowable.

3.7 Extending Contracts

It is possible to extend contracts in *certain* circumstances. Generally **extensions can only be awarded where the extension was catered for in the original competition**, i.e. a 2 year contract with the option to extend for a further period of up to 2 years.

Where extensions are not catered for, the circumstances in which extensions to contracts may be negotiated are set out in the EU Directives and are clearly defined as:

- **For supplies:** For additional deliveries by the original supplier as partial replacement or extension of existing supplies, where a change of supplier would involve material having different technical characteristics, resulting in incompatibility etc...

Note: may not exceed a period of 3 years.

Note: it is recommended to award Framework Agreements to cater for additional supplies, rather than rely on this derogation of your obligation.

- **For both works and service contracts,** for additional works or services not included originally, but which have through unforeseen circumstances, become necessary, on condition that the award is made to the original economic operator. Note: the foregoing applies only where the works or services cannot be separated from the original contract, without major inconvenience to the authority, or when the works or services although separable are strictly necessary for completion of the project). The aggregate value of the contract for additional works or services may not exceed 50% of the original amount.

As these derogations are difficult to support, Pobal should be prudent and anticipate, as far as possible, all potential requirements before advertising.

The following general principles for contract extensions must always be respected:

- A contractor's request for contract modifications should not automatically be accepted by Pobal. There must be justified reasons for modifying a contract. Pobal must examine the reasons given and reject requests which have little or no substantiation.
- Contracts can only be modified within the term of the contract. The purpose of the addendum must be closely connected with the nature of the work covered by the initial contract.
- Major changes, such as a fundamental alteration of the Terms of Reference, cannot be made by means of an addendum as the addendum must not alter the competition conditions prevailing at the time the contract was awarded.

For new services, a new contract should be signed.

4. Framework Agreements

4.1 What Is a Framework Agreement

Framework Agreements are defined as “an agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity. In other words, a Framework Agreement is a general agreement for a fixed period with selected suppliers which set out terms and conditions under which specific purchases (call-offs) can be made during the life of the agreement”.

A Framework Agreement is advisable when:

- Pobal has a repeat need for a particular or similar good/service
- Pobal are aware of an overall need and can identify an initial requirement but further specifics are not known immediately
- Pobal need to ensure continuity of service from a particular supplier
- Pobal has the opportunity to obtain economies of scale, reduce tendering costs
- Pobal are not trying to prevent, distort or restrict competition

Framework Agreements can be established with a single or multi operator e.g.:

- Single Lot & multi-operator frameworks
- Single Lot & single-operator frameworks
- Numerous Lots & multi-operator frameworks
- Numerous Lots & single-operator frameworks

A Framework Agreement, as opposed to a contract for supply of services or goods, sets out the terms and conditions for subsequent “call-offs” (see over) but places **no** obligations for Pobal for minimum or maximum levels to buy anything. Framework Agreements set up by Pobal must not bind Pobal to an agreement to engage in business. The parties will only enter into a binding agreement to purchase services when a call-off is made.

The advantage is that a means of awarding contracts under Framework Agreements is provided for, without the need to advertise each individual requirement which falls within the scope of the Framework Agreement and this speeds up the procurement process.

Framework members are deemed to have met the minimum requirements in regards to their capacity to perform a “call-off” contract. Therefore, criteria relating to past experience and track record of the company will not feature at the “call-off” decision stage. In the award of “call-offs”, Framework members should be assessed solely on the basis of how they meet the contract needs and costs.

4.2 Establishing a Framework Agreement

A Framework Agreement may be set up using either the Open or Restricted procedure. It is very important that Pobal determine from the outset the estimated total value of future contracts within this Framework Agreement(s) to ensure the correct tender process is used. As with a regular tender, the Invitation to Tender for a Framework Agreement should describe any initial contract to be awarded and information relating to future contracts. Other essential information should include:

- Type of product or service required under the Framework.
- Whether a single or a multi-party Framework will be established. If a multi-party, an indication of the number to be admitted to the framework (must be at least 3).

- Duration of the Framework Agreement (i.e. the Frameworks remains active for 'X' months from a certain date) [Note – Framework Agreements cannot normally be awarded for longer than 4 years.].
- Minimum technical specifications.
- Rules by which contracts will be awarded under the Framework (i.e. cascade, rotation or mini competition).
- Pricing strategy over life of the Framework (e.g. fixed for duration; fixed for year 1 with increases in subsequent years in line with CPI, discounts to apply, etc.).
- Invoicing arrangements (e.g. monthly/ weekly).
- Criteria for selecting those who will be appointed to the Framework Agreement.
- Indicative volumes in quantity not monetary value to allow supplier price on a more competitive basis and offer potential discounts

4.3 Call-Offs / Draw Downs

Once a Framework Agreement is established, Pobal may now, as per the framework, “call-off” this framework as and when requirements arise. No binding obligation to make any call-offs exist under the framework agreement - a binding obligation to purchase will only arise when a call-off is awarded under the Framework Agreement and price ceiling achieved.

Where a Framework Agreement is concluded with just a **single supplier/operator**, call-offs under that agreement should be awarded within the terms laid down in the original agreement. It must be reiterated that there can be no substantive change to the specification or the terms and conditions agreed at the time the Framework is awarded.

Where a Framework Agreement is concluded with **multi suppliers/operators**, there are two possible options for awarding call offs under the Framework Agreements. It must be noted that the tender document and framework agreement terms must clearly indicate which method will be used and this process must be applied throughout the duration of the Framework Agreement(s)

Note: You may use other ranking and call of methods in a Framework if you wish however, please email procurement@pobal.ie prior to doing so.

Option 1: Cascade Method based on original tenders

Where the terms of the Framework Agreement are sufficiently precise, Pobal may simply award the service to the most economically advantageous offer based on the award criteria used at the time the framework was established, i.e. on the basis of the ranking. Normally the first ranked supplier will be contacted to see if they can deliver the contract, if not the 2nd is contacted and so on through the list until the business is awarded. Under this system the first ranked firm can win all business under the framework as they are the preferred supplier and second and third and so forth will receive little work. However, this also ensures a continuity of service.

Option 2: Hold a mini competition

Where the terms laid down in the Framework Agreement are not precise enough for the particular call off e.g., because prices have not been set, a mini competition should be held with all those suppliers within the framework capable of meeting the particular need. This does not mean that the basic terms can be renegotiated, or that the specifications used in setting up the Framework Agreement can be substantially changed. It is however a way of refining particular terms of the agreement to best suit the circumstances of the call-off. Pobal should fix a time limit which is sufficient to enable the selected suppliers to submit their bids for the

particular call off. This time limit should take account of the complexity of the call-off and the time needed by tenderers to submit their bids. Tenders should be submitted in writing. The project should award the call-off to the supplier which has submitted the most economically advantageous tender on the basis of the award criteria set out in the Invitation to the Mini-Competition.

4.4 Notification Letters

Success Letters & Regret Letters must be issued to those being admitted to a Framework Agreement (as well as those not being admitted) and if the framework was an EU value framework, then the letters must comply with the *Remedies Directive* obligations including standstill period, name of preferred bidder(s), reasons for rejection and features & characteristics of winner (in the case of a multi-party framework, the winner is the last firm admitted to the framework agreement when notifying the unsuccessful framework members). Notification letters must also issue in the case of mini competitions and although Pobal is not obliged to provide bidders with feedback scores (in Frameworks only) it is considered best practice to do so, also in a Framework mini-competition no standstill period is required unless the mini contract itself exceeds the EU threshold.

As per the Remedies Directive, Pobal must give unsuccessful Tenderers enough information for them to get value from submitting the tender. In addition the information must be sufficient so that they may formulate a fair opinion on the tender outcome so that they may appeal if it is relevant.

4.5 Award Notices for Framework Agreements

It is a requirement, particularly for EU value frameworks, to publish an award notice of Framework Agreements within 48 days of concluding the framework, announcing the names of those admitted to the framework. No further award notices are required for contracts awarded under the framework.

5. Supplier Management

5.1 Supplier Management

Supplier Management is a key element of Strategic Procurement and is central to capturing the value created during the sourcing period. Management of critical and strategic suppliers will enable Pobal to:

- Identify supplier's performance against contract
- Drive continuous improvement
- Develop business relationships,
- Manage cost within the supply chain,
- Identify opportunities and risk within the market
- Leverage supplier's expertise and innovation by understanding business best practice and market trends.

Supplier Management elements that may be adopted by Pobal are:

⇒ **Supplier Business Review Meetings**

These meetings should facilitate the exchange of critical information between Pobal and its supplier in order to develop good business relations and enhance performance.

⇒ **Supplier Report Cards (SRC)**

A SRC should provide an objective, numerical based summary of a supplier's performance and be reviewed with the supplier and stakeholders on a regular basis.

⇒ **Issue Management**

To capture, document and ensure closure of any process issues or quality alterations. More detail on supplier management can be found by referring to Pobal's Corporate Procurement Plan.

Appendix 1

Procurement Cycle

