

# SCOIL MHUIRE NATIONAL SCHOOL



*Request for Tender* for onsite

Childcare Services

Date of tender issue: 1/4/25

ANY AGREEMENT ENTERED INTO DOES NOT CONFER ON THE PROPOSED USER ANY LEGAL  
ESTATE OR INTEREST IN THE SCHOOL OR ANY PART OF IT

## **Part 1: Introduction**

**1.1** The Board of Management of Scoil Mhuire (the “Contracting Authority”) invites tenders (“Tenders”) to this *Request for Tenders* (“RFT”) from economic operators (“Tenderers”) for the provision of Early Years Education and onsite Childcare Services to parents/ guardians of our pupils.

**1.2** In summary, the Services comprise:

1. The provision of high-quality pre-school education.
2. The provision of before and after school care operating between 8.00am and 9.20am and 2.00pm to 6.00p.m. on a daily basis and offering a range of appropriate developmental and recreational activities.
3. The service should cater for preschool services to include a structured early childhood care and education programme and catering for requirements specific to Scoil Mhuire as set out in Section 3 (e.g. Service provided during specified school closure periods and a drop-in service where possible).
4. The provision of a service must be in full compliance with existing childcare regulations and according to the normal and appropriate standards applying to the sector, on a fully commercial and self-sustaining basis.
5. A high standard of contract management and liaison with Scoil Mhuire in respect of local arrangements governing the operation of the service is also required.
6. The service will operate from a facility located within the Scoil Mhuire complex, but independent of the main school building. A Licence Fee will be payable to the Contracting Authority. Fees will also be payable in relation to utilities and other services/facilities provided to the successful operator.

## **Part 2: Instruction to Tenderers**

### **2.1 Important Notices**

**2.1.1** While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this tender process, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

**2.1.2** The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

**2.1.3** This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

## **2.2 Closing date for Submission of Tenders**

Closing date for the receipt of completed tenders is 5.00pm on 1<sup>st</sup> May 2025

Please submit tenders by email to:

[office@scoilmhuiremountsackville.com](mailto:office@scoilmhuiremountsackville.com)

## **2.3 Registrable Interest**

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie). The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

## **2.4 Confidentiality**

All documentation disclosed or furnished by this school to the Tenderers during the course of this competition is:

(a) furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced, or published except as required for the purposes of the tender process;

(c) shall be treated as confidential by the Tenderer and by any third parties engaged or consulted by the Tenderer. The Tenderer and any third parties must comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR), in relation to any personal data disclosed as part of this competition.

(d) must be returned immediately to Scoil Mhuire upon cancellation or completion of this competition, if so requested by Scoil Mhuire.

(e) The Tenderer shall ensure that any third-party service providers or subcontractors engaged to assist with the tender process are also made aware of and comply with the confidentiality and data protection obligations outlined in this clause

## **2.5 Environmental, Social and Labour Law**

The successful Tenderer will have to comply with all applicable obligations in the field of environment, social and labour laws that apply in Ireland.

## **2.6 Queries and Clarifications**

**2.6.1** The Contracting Authority reserves the right to issue or seek written clarifications.

**2.6.2** The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the school website.

## **2.7 Tendering Costs**

All costs and expenses incurred by Tenderers relating to their participation in this process including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

## **2.8 Publicity**

No publicity regarding this process or any Services Contract pursuant to this process is permitted unless and until the Contracting Authority has given its prior written consent.

## **2.9 Anti-Competitive Conduct**

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). Under the provisions of the 2002 Act, it is a criminal offence for Tenderers to engage in anti-competitive behaviour, including price-fixing, bid-rigging, or any form of collusion on prices, terms, or conditions in relation to this public procurement competition.

The Contracting Authority takes these matters very seriously and will fully cooperate with relevant authorities in the investigation and prosecution of any tenderer suspected of engaging in illegal collusion or price-fixing.

## **2.10 Industry Terms used in this RFT**

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

## **2.11 Freedom of Information**

**2.11.** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information submitted during this Competition may be subject to disclosure. The Contracting Authority must comply with these legislative requirements, which allow for the public release of information in response to requests, subject to certain exemptions.

**2.11.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. Failure to clearly identify confidential or commercially sensitive information will mean that the information is deemed to be subject to disclosure under the FOI Act without further consultation with the Tenderer.

While the Contracting Authority will, where possible, consult with Tenderers regarding the release of any information flagged as confidential or commercially sensitive, it is important to note that the Contracting Authority is not obliged to accept these requests if it believes that the information must be disclosed in accordance with the FOI Act.

## **2.12 Tax Clearance**

It will be a condition of any Services Contract pursuant to this process that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws.

Tenderers are referred to [www.revenue.ie](http://www.revenue.ie) for further information. Prior to the award of any Services Contract arising out of this process the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

### **2.13 Conflict of Interest**

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

### **2.14 Withdrawal from this Competition**

Tenderers are required to notify the Contracting Authority immediately if at any stage they decide to withdraw from this Competition.

### **2.15 Site Visit**

A site visit to view the Contracting Authority's premises or facilities at Tower Road, Chapelizod can be made. Tenderers wishing to make an appointment to avail of this opportunity may make an application via email to [office@scoilmhuiremountsackville.com](mailto:office@scoilmhuiremountsackville.com). Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

### **2.16 Insurance**

**2.16.1** The successful Tenderer shall be required to hold the following insurance for the term of the contract ensuring compliance with all relevant health and safety regulations, including the Safety, Health and Welfare at Work Act 2005 and related legislation:

- **Employers' Liability Insurance** (in accordance with the requirements of the Safety, Health and Welfare at Work Act 2005), covering claims arising from employee injuries or illnesses incurred during the course of their employment.

- **Public Liability Insurance** covering claims for third-party injury, damage to property, or other liability arising from the successful Tenderer's activities.
  - (i) These policies must ensure that the insurance covers all risks associated with health and safety regulations, including any breaches that may result in harm to employees, students, or any other individuals present on the premises.
  - (ii) The successful Tenderer shall ensure that both **Employers' Liability Insurance** and **Public Liability Insurance** cover claims arising from:
    - **Injuries or damages** caused to employees, students, or third parties arising from the Contractor's operations on the premises.
    - **Accidents or incidents** occurring as a result of the Contractor's activities, including those involving students, staff, or the general public.
    - **Breach of health and safety obligations**, as well as claims arising from the Contractor's failure to comply with child protection regulations and laws.

**2.16.2** The successful Tenderer shall ensure full compliance with all applicable child protection laws, including the Children First Act 2015 and the National Vetting Bureau (Children and Vulnerable Persons) Act 2012, throughout the term of the contract. The successful Tenderer must ensure that all staff, subcontractors, and third parties working with children are Garda-vetted and meet the relevant child protection standards.

The successful Tenderer shall be responsible for ensuring that any third-party service providers or subcontractors engaged in the execution of the contract also meet the following obligations:

- Comply with all insurance requirements outlined in this clause, including Employers' Liability and Public Liability insurance, with the same coverage levels.
- Provide evidence of the same indemnity and insurance coverage upon request.
- Ensure compliance with health and safety regulations, child protection laws, and all other relevant legislation.

The successful Tenderer shall indemnify the Board of Management of Scoil Mhuire against any claims arising from the actions or omissions of subcontractors or third parties engaged in the performance of the contract.

**2.16.3** The successful Tenderer shall, prior to the award of any Services Contract, provide a Letter of Indemnity to the Board of Management of Scoil Mhuire. The Letter of Indemnity must confirm the following:

1. The successful Tenderer holds a valid Employers' Liability and Public Liability Insurance policy, which provides coverage of €6,500,000 for any one claim or series of claims arising from one occurrence, including costs and expenses.

2. The Board of Management of Scoil Mhuire shall be named as an additional insured party under the Public Liability Insurance policy for the duration of the contract, ensuring coverage for any claims arising out of the actions or omissions of the successful Tenderer during the term of the contract.
3. The insurance coverage shall remain in place throughout the entire term of the contract, and the successful Tenderer shall provide annual confirmation of coverage to the Board of Management of Scoil Mhuire upon request.
4. The successful Tenderer shall be required to promptly notify the Board of Management of Scoil Mhuire of any changes to, or cancellation of, the insurance coverage during the contract period.
5. The Letter of Indemnity shall also specify that the successful Tenderer is responsible for any claims, damages, or costs arising from their activities, and that the insurance coverage will extend to cover any liability resulting from such activities, including legal fees and expenses.

Upon the completion or cancellation of the contract, if requested by Scoil Mhuire, the successful Tenderer must immediately return all insurance documentation, including the Letter of Indemnity, to the Board of Management.

**2.16.4** By signing the Tenderer's Statement at Appendix 1, Tenderers confirm, that if awarded a Services Contract under this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.16.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

**2.16.5** The successful Tenderer will, during the term of the Services Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request

## **2.17 Term of the Agreement**

The agreement will commence at the end of August 2025 and terminate at the end of July 2026.

Nothing shall be inferred from the agreement that a right to an extension/renewal is to be automatically assumed.



## **2.18 Pricing**

The Tender should include the proposed rental to Scoil Mhuire.

## **2.19 Regulations regarding in-school childcare and Early Years Services**

School-age service providers are required to register their school-age services with TUSLA by completing the online registration process in accordance with the Child Care Act 1991 (Early Years Services) (Registration of School Age Services) Regulations 2018. In addition to the registration, the following child welfare and protection obligations must be fully adhered to:

1. **Child Safeguarding Statement:** The successful Tenderer must ensure that a Child Safeguarding Statement is in place, in compliance with the Children First Act 2015. This statement must outline the policies and procedures in place to safeguard the children attending the service, and it must be reviewed at least annually, or whenever there is a change in the provision of services (e.g., during school holidays or half-days).
2. **Garda Vetting:** All staff, volunteers, and third parties working with children during the provision of school-age services (including during school holidays or half-days) must undergo Garda vetting as per the National Vetting Bureau (Children and Vulnerable Persons) Act 2012. The Tenderer must ensure that only appropriately vetted individuals are allowed to work directly with children.
3. **Child Protection Training:** The successful Tenderer must ensure that all staff members, including those engaged in providing services during school holidays or half-days, are trained in child protection and safeguarding procedures. This training must include identifying and reporting child protection concerns and adhering to the obligations under the Children First Act 2015.
4. **Risk Assessment:** The successful Tenderer must conduct a comprehensive risk assessment for the activities planned during school holidays or half-days to identify and address any potential risks to children's safety or well-being. This includes ensuring appropriate staff-to-child ratios, supervising children during all activities, and providing a safe environment for all children attending the service.
5. **Reporting Obligations:** All staff must be fully aware of their mandatory reporting obligations under the Children First Act 2015. Any staff member or volunteer who becomes aware of a concern relating to the welfare or protection of a child must report it immediately to the Designated Liaison Person (DLP) within the service. The DLP will ensure that any concerns are escalated to TUSLA in a timely and appropriate manner.
6. **Compliance with Health and Safety Standards:** The Tenderer must comply with all relevant health and safety legislation, ensuring that all services, including those provided during school holidays or half-days, are delivered in a safe and secure environment. This includes ensuring safe practices for transportation (if applicable), food safety, and hygiene, as well as emergency protocols.

By submitting a proposal for this contract, the successful Tenderer acknowledges and agrees to fully comply with these child protection and welfare obligations to ensure the safety and

well-being of all children in their care, both during regular hours and throughout any school holiday or half-day programs.

**All tenders can be submitted as a pdf with various sections or headings as Tenderers deem fit to meet or address their response to the selection criteria.**

### **Part 3: Selection and Award Criteria**

**3.1** Only Tenderers who have Submitted compliant Tenders will be evaluated in accordance with the Award Criteria.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

#### **3.2 Selection Criteria**

All proposals will be assessed under the following criteria:

##### **1. Scoil Mhuire**

With effect from September 2025, Scoil Mhuire is a co-educational Primary school based in Dublin 20.

In Scoil Mhuire we:

- Aim to provide an excellent education that is respectful to all.
- Aim to provide a happy, friendly and caring environment, where children are respected, feel safe, nurtured and valued.
- Support and encourage children to develop empathy and respect for each other and the world around them in an atmosphere that promotes learning, nourishes creativity and values kindness, enabling the child to grow in a comprehensive & encompassing way.

**Service providers will be expected to follow the child centred ethos of the school and provide evidence of this in the application.** The following areas should be considered:

- Experience in providing a quality Early Years' Education Service

- Qualification in Early Years provision
  - Experience in providing a before and after school service
  - An understanding of playful learning pedagogy and how it is implemented
  - Alignment with existing school Health and Safety, Fire Safety, Supervision, Vetting, Insurance, Child Protection and all other school policy requirements
  - Inclusion of children with Additional Educational Needs
  - Demonstrate how behaviour and other needs are supported in the service and how parents/ guardians are communicated with and supported in this
  - Illustrate how complaints and other issues between the service and parents/ guardians are resolved
  - Sample daily timetable for provision of services including an outline of activities for before and after school service users
  - Information about food and snacks provided including whether hot food is provided
  - Ability to offer holiday clubs and services during school holiday periods
  - Ability to offer services on school half day closures
2. Illustrate the cost to service users including the flexibility of hours and the possibility for parents/ guardians to use the service on a part time basis and options for same
- Illustrate the possibility for parents/ guardians to book at short notice and options for same
3. Details of Service requirements -
- Clear expectations of what is required from the school
  - Ways in which the school and the Service provider could work together
4. Details of Scoil Mhuire requirements –
- Details of the requirements of the school have been set out in this RFT and below:

- Begin operating on first day of school term (TBC) in order to ensure continuity of service for parents/ guardians
- Communication with the Board of Management and its agents
- The licence will be awarded for 11 months and reviewed at the end of that period.
- School operating hours:
  - 9.20 – 2.00pm for Junior and Senior Infants
  - 9.20 – 3.00pm for First to Sixth Classes

## APPENDIX 1

### TENDERER'S STATEMENT

Date: [Insert Date]

To:

The Board of Management  
Scoil Mhuire  
D20HX04

Dear Sir/Madam,

We, the undersigned, [Insert Tenderer's Name/Company Name], hereby submit this Tenderer's Statement in compliance with Section 2.16.4 of the Request for Tender (RFT) issued by the Board of Management of Scoil Mhuire for the provision of Early Years Education and onsite Childcare Services.

In accordance with the requirements outlined in the RFT, we confirm the following:

**1. Nature of Agreement:**

- We acknowledge that any agreement between us and the Board of Management of Scoil Mhuire for the provision of Early Years Education and onsite Childcare Services is intended to be a **licence** to use the property and facilities, as specified in the RFT, **and not a lease**.
- We understand that this licence will permit us to use the school property and facilities for the purpose outlined in the RFT and subject to the terms and conditions set out in the contract, including those regarding hours of use, indemnity, and insurance, as set forth in the **Procedures on the use of school property and school sports facilities outside of school hours** published in June 2024.

**2. Licence Terms:**

- As a licence, we will not acquire exclusive possession of the property or facilities and will have no rights to exclude others from the use of the school property during the term of the licence.
- We understand that the Board of Management retains control and possession of the property and facilities, and the licence may be terminated in accordance with the procedures outlined in the RFT and relevant legislation.

**3. Insurance Coverage:**

- We hold a valid Employers' Liability and Public Liability Insurance policy, which provides coverage of €6,500,000 for any one claim or series of claims arising from one occurrence, including costs and expenses, in full compliance with the RFT's requirements.
- The Board of Management of Scoil Mhuire shall be named as an additional insured party under the Public Liability Insurance policy for the duration of the licence, ensuring coverage for any claims arising out of the actions or omissions of [Tenderer's Name] during the term of the licence.

**4. Insurance Coverage Continuity:**

- We agree to ensure that the insurance coverage mentioned above remains in place throughout the entire term of the licence.
- We will provide annual confirmation of coverage to the Board of Management of Scoil Mhuire upon request and promptly notify the Board of any changes to or cancellation of the insurance coverage during the term of the licence.

**5. Indemnity:**

- We undertake to indemnify the Board of Management of Scoil Mhuire against any claims arising from the actions or omissions of [Tenderer's Name], its subcontractors, or any third parties engaged in the execution of the licence.
- We will ensure that any third-party service providers or subcontractors engaged in the provision of services also meet the insurance and indemnity requirements as set out in the RFT.

**6. Letter of Indemnity:**

- A Letter of Indemnity confirming the aforementioned insurance coverage will be provided to the Board of Management of Scoil Mhuire prior to the award of any Services Contract.
- The Letter of Indemnity will also confirm our agreement to the terms specified in the RFT, including full compliance with all applicable health and safety regulations, child protection laws, and other relevant legislation.

We hereby confirm that, if awarded the Services Contract under this competition, we will, from the Effective Date of the Services Contract, obtain and hold the types and levels of insurance as specified in the RFT.

We acknowledge that the Contracting Authority reserves the right to request formal confirmation from our insurance company or broker to this effect prior to the award of any Services Contract.

Yours sincerely,

[Tenderer's Full Name]

[Tenderer's Title/Position]

[Tenderer's Company Name]

[Tenderer's Address]

[Tenderer's Email Address]

[Tenderer's Phone Number]