

# REQUEST FOR TENDER

## SINGLE-PARTY FRAMEWORK AGREEMENT

|                                            |                                                                                                                               |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                              | Single Operator Framework Agreement for a Light-Based 3D Vascular Navigation and Visualization System and associated services |
| <b>Contracting Authority:</b>              | Atlantic Technological University                                                                                             |
| <b>Procedure:</b>                          | Open                                                                                                                          |
| <b>eTenders/OJEU ref:</b>                  | 6953246                                                                                                                       |
| <b>Issue Date:</b>                         | 7 <sup>th</sup> November 2025                                                                                                 |
| <b>Closing Date for Queries:</b>           | Friday 28 <sup>th</sup> November 2025 14.00 hours Local Time                                                                  |
| <b>Closing Date for Tender Submission:</b> | Thursday 11 <sup>th</sup> December 2025 12.00 Noon Local Time                                                                 |
| <b>Submissions and Queries via:</b>        | eTenders only                                                                                                                 |
| <b>Funding Acknowledgement</b>             |  <b>Enterprise<br/>Ireland</b>             |

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## Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

## Note

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal [www.etenders.gov.ie](http://www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

# 1 About the Contracting Authority

## 1.1 The Contracting Authority

Atlantic Technological University (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

Further information is available at our corporate website [www.atu.ie](http://www.atu.ie)

## 1.2 Small and Medium Enterprise participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

## 2 Scope of the Framework Agreement

### 2.1 Type of Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

This competition relates to the establishment of a single-party framework with one Economic Operator. Thereafter that Economic Operator being entitled to be considered for all contracts within the scope of the framework.

### 2.2 Scope of Requirements under the Framework.

#### 2.2.1 The Scope of the Framework

This framework agreement will be established following a competitive tender process for the supply, installation, commissioning, maintenance, technology upgrades, associated hardware, consumables, add-on equipment, software, training, and calibration services related to the Light-Based 3D Navigation and Visualisation System, which supports advanced real-time 3D imaging and navigation for research and clinical applications.

#### 2.2.2 The Initial Contract

The initial supply under this framework includes the complete Light-Based 3D Navigation and Visualisation System comprising all necessary hardware, essential software for real-time 3D imaging and navigation, and consumables required for clinical use. It also covers initial installation, system calibration, and comprehensive training programs to ensure effective clinical adoption and user proficiency from the start of the contract

#### 2.2.3 Additional / Call-Off Contracts under the Framework

Call-off contracts may include maintenance, consumables, training, software, hardware equipment, add-ons, technology upgrades, and system monitoring to ensure reliable operation and enhancement of the Light-Based 3D Navigation and Visualisation System.

Please refer to section 3 for more detailed information.

### 2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

|                                                      |                            |
|------------------------------------------------------|----------------------------|
| Issue RFT                                            | As specified on title page |
| Closing Date for Queries                             | As specified on title page |
| Closing Date for Tender Submission                   | As specified on title page |
| Clarification/verification meetings (if anticipated) | TBC                        |
| Award decision                                       | December 2025              |
| Framework Agreement Commencement                     | January 2025               |

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

## **2.4 Numbers admitted to the Framework**

The framework agreement will be established as a single-party framework agreement with the tenderer selected following the tender stage and the application of the award criteria and subject to that tenderer meeting the minimum criteria and rules.

## **2.5 Duration of the Framework Agreement**

The framework agreement will be for a maximum period of Ten Years (10) years. The initial framework will be for two years, with the option to extend by 24 months, with four such extensions permitted subject to annual review. A maximum of ten (10) years in total.

The extended duration of the framework is justified on the grounds of the considerable disruption that a change within a shorter period would entail, due to the specialist technical knowledge required and the significant capital investment involved. As this system is used for research purposes, maintaining continuity is critical to ensure data integrity, consistent methodology, and reliable outcomes.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

## **2.6 Estimated Value for the Framework Agreement**

It is envisaged that maximum spend under this framework agreement will not exceed € 1,000,000.00 excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

The likely value of contracts to be awarded under the framework will be in the region of €5,000 to €400,000.00

## **2.7 Awarding Contracts under the Framework Agreement**

Single-party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

## **2.8 Right to tender outside of the Framework**

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member(s). Admission to a framework does not guarantee the award of any contract to any Economic Operator, nor does it give the member(s) the right to be consulted in respect of, or tender for, any contract.

## **2.9 Compliance with the Terms and Conditions of the Framework Agreement**

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 6*) of this document.

## **2.10 Award to Runner Up**

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.



## 3 Specification of Requirements

### 3.1 Scope of Requirement for the Initial Contract or Scope of Requirements under the Framework Agreement

The framework agreement will be established on foot of this tender competition / a competition for an initial contract for Supply, Installation, and Commissioning of a Light-Based 3D Navigation and Visualisation System. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

### 3.2 Initial Contract Overview

The initial supply under this framework includes the complete Light-Based 3D Navigation and Visualisation System comprising all necessary hardware, essential software for real-time 3D imaging and navigation, and consumables required for clinical use. It also covers initial installation, system calibration, and comprehensive training programs to ensure effective clinical adoption and user proficiency from the start of the contract.

The solution must integrate seamlessly with critical existing medical imaging equipment and associated hardware requiring specialist servicing and maintenance, specifically including:

- Philips Azurion 7M20 Digital Fluoroscope

The Philips Azurion 7 M20 Digital Fluoroscope is a key imaging system for the MET Research Centre (MRC) and Gateway, providing essential imaging capabilities for researchers and industry partners that are not readily accessible outside of the clinical environment.

Integration with these devices is essential to maintain workflow continuity, safeguard prior capital investments, and ensure reliable and effective system performance across research applications.

### 3.3 Mandatory Requirements

Tenderers **MUST** meet or exceed all mandatory requirements to remain eligible in the competition. Tenderers who do not meet these mandatory requirements will be eliminated from the competition. Options, variants, or non-compliant alternatives will **NOT** be considered under this tender.

Where specifications include reference to manufacturer or brand names this is a result of difficulties in specifying the product required. In these instances, the phrase “or equivalent” is inferred.

Compliance with all the standards as regards health and safety, quality assurance and analytical protocols is expected.

(M) = Mandatory (D) = Desirable

### **3.4 Technology Mandatory Requirements (M)**

The proposed solution MUST:

- 3.4.1 Use optical signals transmitted through ultra-thin fibers integrated into minimally invasive vascular devices.(M)
- 3.4.2 Generate continuous, accurate 3D representations of the shape and position of guidewires and catheters. (M)
- 3.4.3 Employ Fiber Optic RealShape (FORS) technology or equivalent, utilizing reflected light along optical fibers embedded within devices. (M)

### **3.5 Functional Requirements (M)**

The proposed solution MUST:

- 3.5.1 Provide real-time, three-dimensional (3D) navigation and visualisation of medical device shapes as they move within the vascular system using light-based technology, thereby eliminating the need for ionising radiation. (M).
- 3.5.2 Display the full 3D shape of devices continuously and in real time during navigation. (M)
- 3.5.3 Use distinct colours to differentiate between multiple devices simultaneously. (M)

- 3.5.4 Allow the user unrestricted control over 3D viewing angles for comprehensive visualisation (M).
- 3.5.5 Superimpose device visualisations within the anatomical context through 3D overlays derived from pre-operative CT datasets or intra-operative imaging systems (M).
- 3.5.6 Be fully compatible with and integrate seamlessly into AUT's existing medical imaging system, specifically including the Philips Azurion interventional X-ray system, to enable uninterrupted workflow. (M)
- 3.5.7 Include a bedside docking station or control unit for operational convenience. (M)
- 3.5.8 Ensure the control system or engine dimensions do not exceed 715 mm (W) x 790 mm (D) x 1320 mm (H). (Due to operational space restrictions in the location and for safe use for end user) (M)

### **3.6 Mandatory Technical Requirements (M)**

The proposed solution MUST provide:

- 3.6.1 High fidelity, real-time 3D imaging with minimal latency(M).
- 3.6.2 Ability to visualise off-the-shelf and compatible guidewires and catheters.(M)

### **3.7 Consumables and Service: (M)**

- 3.7.1 Tenderers must clearly specify consumable components (e.g., optical fiber-enabled guidewires and catheters) including detailed cost information in the pricing schedule, which will be fixed for a two year period (M).
- 3.7.2 Provide service and maintenance support plans and associated costs for the system and consumables. (M)

### **3.8 Compliance and Safety (M)**

The solution must fully comply with all applicable medical device regulations, including:

- EU Medical Device Regulation (EU MDR 2017/745) as applicable in Ireland.
- Adherence to ISO standards relevant to quality management and device calibration (e.g., ISO/IEC 17025).
- Protection of research data privacy and security in remote monitoring, according to Irish and EU GDPR.
- Utilise light-based technology exclusively to minimise exposure to ionizing radiation.
- The light-Based 3D Navigation and Visualization System MUST fully comply with the current European Union Medical Device Regulation (EU MDR 2017/745) as applicable in Ireland, ensuring:
  - Valid CE marking and EU Declaration of Conformity.
  - Registration of the manufacturer and authorized representatives in the European database for medical devices (EUDAMED).
  - Conformity to applicable harmonized standards under EU MDR.
  - Implementation of clinical evaluation and post-market surveillance plans according to regulatory requirements.
  - Traceability of devices through Unique Device Identification (UDI) systems as mandated.
  - Adherence to local Irish health authority regulations, including those by HPRA and HSE.
  - Notification to relevant authorities regarding any supply disruptions in line with EU and Irish regulations.

Tenderers **MUST** provide documented evidence of compliance including certificates, declarations, and registration details with their submission. Failure to demonstrate conformity will result in disqualification.

### **3.9 Installation, Commissioning, Calibration and Site Access (M)**

The successful Tenderer **MUST** manage the delivery, unpacking, installation, calibration, and commissioning of all system components at the designated MET Project Location. The successful tenderer must coordinate with relevant site personnel to ensure compliance with policies and safety regulations. The successful tenderer **MUST** ensure that all necessary site access permissions, equipment handling protocols, and safety measures are adhered to, minimising disruption to ongoing clinical/research activities. Detailed installation and commissioning plans, including proposed timelines and resource requirements, must be submitted and agreed prior to commencement on site. A minimum of working days must be provided. (M)

ATU will require that all commissioning/calibration is operational, checked and signed by ATU or nominated representative, as part of the delivery requirements for this equipment. (M)

### **3.10 Training (M)**

The successful tenderer must provide initial comprehensive training for approximately 10 personnel designated by ATU.

Training must be delivered by qualified and experienced instructors with expertise in the supplied system.

The training must include both theoretical and practical components, covering all core functionalities and safety procedures of the system.

The duration, format, and content must ensure that participants achieve competence in routine use, basic troubleshooting, and safe operation of the system.

Training materials (manuals, handouts, digital resources) must be provided to each participant.

All training must be completed on-site at a location agreed upon by ATU and the successful tenderer.

A record of successful completion for all participants must be provided to the Contracting Authority at the conclusion of the training.

Any additional or follow-up training sessions, if required, must be available at agreed rates under the framework agreement.

### **3.11 Remote Monitoring, Calibration, Certification, and Documentation (M)**

The successful tenderer must provide capabilities for remote monitoring of system performance, including real-time status updates and alerts for maintenance or calibration needs to ensure continuous safe operation. Calibration processes shall be traceable and comply with internationally recognised standards, with all calibrations certified by accredited bodies. Comprehensive documentation, including installation reports, calibration certificates, maintenance logs, software updates, and user manuals, must be provided and maintained for audit and regulatory compliance purposes. (M)

### **3.12 Site Visit Initial Contract (D)**

Site visits are a highly recommended, site visits must be booked in advance on dates outlined by ATU. AD Hoc site visits will not be accommodated by ATU. (D)

### **3.13 Availability of Service and Replacement Parts (M)**

Availability of service and replacement parts for at least 5 years after commissioning. (M)

### **3.14 Warranty (M)**

A minimum of 24 months warranty is required from date of installation and acceptance by the client. (M)

### **3.15 Site Safety (M)**

The successful tenderer will be required to complete a Health and Safety Method Statement and risk assessment, for the installation of the equipment on site. Insurances with specific indemnity for ATU to be put in place by the successful tenderer for the works. The tenderer will be responsible for ensuring they have relevant insurances before commencing works. (M)

### **3.16 Delivery, Customs, and Additional Charges (M)**

Tenderers shall include all costs related to delivery, customs duties, import taxes, and any other charges necessary for the complete and functional delivery of the equipment to the designated site(s). All delivery charges, including freight, insurance, packing, handling, and customs clearance, must be clearly stated in the tender submission. The contracting authority will not be responsible for any additional costs or fees arising after contract award, including but not limited to customs duties, VAT, import tariffs, or storage fees.

Tenderers must ensure equipment is delivered in compliance with all applicable Irish and EU importation and customs regulations to avoid delays or additional charges.

### **3.17 Consumables, Service, and Maintenance (M)**

Tenderers must clearly specify consumable components (e.g., optical fibre-enabled guidewires and catheters), including detailed cost information in the pricing schedule, which will be fixed for a two-year period.

The tender price must include comprehensive maintenance and support services for the first year following delivery and commissioning at no additional cost to the contracting authority. This includes:

- Planned Preventative Maintenance (PPM) visits as recommended by the manufacturer.
- Responsive repair services with defined maximum response times.
- Calibration and performance verification to ensure continued compliance with specifications.
- Provision of necessary spare parts and software updates during the maintenance period.
- Technical support and user training related to maintenance activities.

Subsequent maintenance options beyond the first year should be clearly detailed, including pricing and service levels.

### **3.18 Delivery Date of the Initial Contract**

Initial Contract must be concluded in full and handed over to the client by August 2026, no extensions will be considered. The Light-Based 3D Navigation and Visualisation System comprising all necessary hardware, essential software for real-time 3D imaging and navigation, and consumables required for clinical use. Installation, system calibration, and comprehensive training must be completed by the 31.08.2026 to comply with funding agency requirements.

### **3.19 Details of Contracts arising over the life of the Framework Agreement**

In addition to the initial contract, the framework agreement will also be used for the following types of contracts. In addition to the initial contract, for the Supply, Installation, and Commissioning of a Light-Based 3D Navigation and Visualisation System, along with associated services, the framework will be used for the following types of contracts:

The framework may also include the following services and items:

- Maintenance
- Repair
- Upgrades
- Annual inspections
- Calibration
- Consumables associated with the equipment

- Add on equipment or accessories.
- Training for ATU staff.
- Repositioning and calibration of equipment
- Annual warranty agreements
- Technology advancement upgrades.
- Software and hardware
- Remote Monitoring Services
- Integration Services
- Disposal of Equipment

Additional items related to the Light Based 3 D Navigation and Visualisation technology, including all goods, services, and ancillary items necessary for its operation, maintenance, repair, upgrade, and training, may also be required over the duration of the framework.

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the members of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

### **3.20 Contract Management**

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

#### **3.20.1 Response Times**

Tenderers should note that they are not required to make any submission in their Tender with respect to minimum response times. These obligations will be set out in the Framework Agreement with the successful Tenderer and compliance will be required.



The Contracting Authority requires a flexible and responsive service from its service providers. In general, the following minimum response times are expected:

| Task                                  | Minimum Response Time                                                                                              |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Acknowledge e-mail/phone call         | Within two hours if received before noon, and on the morning of the next working day if received in the afternoon. |
| On Site/Remote Support Response Times | Within four hours                                                                                                  |
| Provide guidance on routine queries   | Within two days                                                                                                    |
| Facilitate a meeting request          | Within one week                                                                                                    |

### 3.20.2 The applicant must describe its support model to include:

How would an end user make a request for support?

Provide details of their support escalation procedures.

Outline their support hours.

Support for Design & Consultation.

**Priority Levels:** Tenderers must clearly outline their response times to the three priority levels:

The tenderer must clearly outline their response times to the three priority levels.

- **Priority 1: Means a complete loss of service.**
- **Priority 2: Means a partial loss of service.**
- **Priority 3: Means nonservice affecting issues, request for information or adding new functionality.**

### 3.20.3 SLA – Service Level Agreements

The tenderer must clearly outline their offered service level agreement, below are minimum service levels acceptable to ATU.

- Monday to Friday 8am to 5pm support Irish Time

Tenderers need to clearly outline the time frame of responses to incidents and updates on the incident. Also, clear information on how unresolved incidents are escalated and who will be responsible for incident resolution. The tenderer needs to produce a reason for outage (RFO) document for any priority 1 & 2 level incidents within 24 hours to the contracting authority.

### **3.7.6 Helpdesk**

Below are minimum services the contracting authority would expect from the tenderer's helpdesk

- **Multi-channel access / incident reporting.**
- **Call and incident logging.**
- **Incident tracking to resolution**

### **3.21 Review of Performance**

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member. The SLA and agreed Key Performance Indicators will be the main criteria for measuring performance.

The precise KPIs for performance monitoring will be agreed with the framework member. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

Tenderers are required to provide a proposed draft Service Level Agreement (SLA) for the Contracting Authority which will describe in detail how they propose to address the execution and performance monitoring of the service provision.

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Project management / tracking of individual transactions/ instructions
  - Files and information to be provided
- Timeliness of responses to requests and correspondence
- Contract Management - overall management of the subject contract, including cost controls
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

## 4 Selection Criteria

The Contracting Authority is using the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

### 4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

### 4.2 Relying on the standing of other Entities

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

### 4.3 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

| General Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Financial and Economic Standing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Tax Compliance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Financial Capacity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>(a) Confirmation that the tendering party turnover exceeded €1,000,000.00 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.</p> <p>(b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.</p> <p>Evidence of both statements will be required prior to the award of any contract.</p> |
| <b>Insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Confirmation of the following insurances being in place:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Insurance Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Required Level                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Employer's Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | €13 million                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Public Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | €6.5 million                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Product Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | €6.5 million                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Professional Indemnity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | €1.5 million                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Cyber Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | €1 million                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Declaration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.</p> <p>Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Declaration Data Protectionn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Complete the Data Protection Declaration, and provide a statement on their approach to GDPR. Applicants must demonstrate compliance with all General Data Protection Regulations and comply with ATU's GDPR Requirements. The Contracting Authority reserves the right to seek further information to verify compliance.                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

## 4.4 Technical Capacity Requirements

| Personnel and Skills                                                                                                                                                                                                                                                               |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.                                                                                                                                |                |
| Skillset Required                                                                                                                                                                                                                                                                  | Minimum Number |
| Account Manager >5 years experience.                                                                                                                                                                                                                                               | 1              |
| Technical Engineers (3D imaging, optical technologies): Minimum 2 years of relevant experience in similar advanced imaging or visualisation technologies.                                                                                                                          | 3              |
| Software Developers (real-time 3D rendering, software installation/upgrades): At least 5 years of experience in 3D software engineering.                                                                                                                                           | 1              |
| Commissioning and Calibration Experts: Minimum 3 to 5 years of hands-on experience in precise system setup, calibration, and verification of high-tech imaging equipment.                                                                                                          | 2              |
| Maintenance Technicians: At least 3 years of experience in hardware troubleshooting, consumables replacement, and maintenance of complex technical systems.                                                                                                                        | 3              |
| Quality Assurance/Compliance Professionals: Minimum 5 years of experience ensuring regulatory compliance and quality standards in advanced technology deployment environments.                                                                                                     | 2              |
| Trainers: Minimum 3 years of experience in training users on technical equipment, ideally with expertise in medical or research imaging systems.                                                                                                                                   | 2              |
| Previous Experience                                                                                                                                                                                                                                                                |                |
| Tenderers must provide information clearly demonstrating successful delivery of Two previous comparable experience/projects, involving the features as defined in the TRD .                                                                                                        |                |
| Health & Safety Management System                                                                                                                                                                                                                                                  |                |
| Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award. |                |
| Quality Assurance Management System                                                                                                                                                                                                                                                |                |
| Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.                                                                   |                |
| Environmental Management System                                                                                                                                                                                                                                                    |                |
| Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the TRD.                                                                                               |                |

## 5 Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini-tenders under the framework agreement.

| Criterion A        | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Maximum Marks | Minimum Marks |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
|                    | 30%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 3000          | n/a           |
| <b>Title</b>       | Cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |               |
| <b>Description</b> | Please complete the Form of Tender in TRD and Appendix 1 Pricing Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |               |               |
| Criterion B        | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Maximum Marks | Minimum Marks |
|                    | 35%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 3500          | 50%<br>1750   |
| <b>Title</b>       | Degree of Conformance and Quality of Proposed Solution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |               |
| <b>Description</b> | <p>Tenderers must demonstrate full compliance with all mandatory technical specifications and system capabilities as set out in Section 3 of the Request for Tender (RFT). Evaluation will consider the extent to which the tender meets or exceeds these mandatory requirements.</p> <p>Tenderers are required to provide comprehensive evidence detailing how their proposed solution conforms to each mandatory technical and specification, including but not limited to imaging resolution, real-time 3D processing, hardware and software integration, compatibility with consumables, system calibration standards, and seamless integration with existing critical medical imaging equipment, specifically the Philips Azurion 7M20 Digital Fluoroscope.</p> <p>Where the proposal exceeds any mandatory requirement, tenderers should clearly identify such enhancements, emphasising the added value or superior performance provided.</p> <p>Supporting documentation must include detailed technical descriptions, validation reports, test certificates, and implementation plans to substantiate compliance.</p> <p>This criterion will be evaluated in its totality. No generic company brochures will be considered. The response must be a tailored response to this criterion using the TRD (Tender Response Document Provided). Responses that are directly tailored, detailed, and clearly demonstrate how the solution meets or exceeds the mandatory requirements will achieve higher scores.</p> |               |               |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |                             |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------|
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |                             |
| <b>Criterion C</b> | <b>Weighting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Maximum Marks</b> | <b>Minimum Marks</b><br>50% |
|                    | 20%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2000                 | 1000                        |
| <b>Title</b>       | Methodology for Supply, Integration, Calibration, Training, and Ongoing Support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |                             |
| <b>Description</b> | <p>Tenderers must provide a clear and detailed methodology explaining how they will fulfill all contract requirements, including system supply, integration, calibration, user training, and ongoing support.</p> <p>The response should cover:</p> <p><b>Initial Project Plan:</b> Include timelines and logistics for delivering all hardware, software, and consumables. Provide details on communication plans, risk management, handling delays.</p> <p><b>Integration Approach:</b> Clearly describe steps to smoothly integrate the system with existing essential medical imaging equipment (e.g., Philips Azurion 7M20 Digital Fluoroscope, FlexVision Monitor, EchoNavigator), addressing interoperability and specialist servicing needs.</p> <p><b>Calibration Procedures:</b> Outline processes for initial and routine system calibration to ensure clinical safety and performance.</p> <p><b>Training Program:</b> Detail training content, delivery methods, schedules, and post-training support to ensure effective system use.</p> <p><b>Ongoing Maintenance and Support:</b> Provide comprehensive plans for preventive and corrective maintenance, remote monitoring including regular software updates, patches, troubleshooting, and technical support. This section must include the proposed SLA defining service levels, response times, and support availability to ensure system reliability throughout the contract.</p> <p>This criterion will be evaluated in its totality.</p> |                      |                             |
| <b>Criterion D</b> | <b>Weighting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Maximum Marks</b> | <b>Minimum Marks</b><br>50% |
|                    | 5%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 500                  | 250                         |
| <b>Title</b>       | Sustainability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                      |                             |
| <b>Description</b> | Tenderers must demonstrate a clear approach to managing the environmental and social impacts associated with the supply, installation, operation, and end-of-life disposal of the Light-Based 3D Navigation and Visualisation System and related consumables.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                             |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                      |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|
|                    | <p>This includes but is not limited to:</p> <ul style="list-style-type: none"> <li>Reducing greenhouse gas emissions and energy consumption throughout the product lifecycle, including manufacturing, shipping, usage, and disposal phases;</li> <li>Using environmentally friendly materials and ensuring safe handling, recycling, or disposal of electronic components and consumables;</li> <li>Minimising waste generation and promoting resource efficiency during system installation, calibration, maintenance, and upgrades;</li> <li>Compliance with relevant environmental regulations and pursuit of recognised environmental certifications relevant to medical imaging equipment;</li> <li>Addressing social sustainability factors such as ethical sourcing of materials, supplier labour practices, and accessibility considerations for diverse user groups;</li> </ul> <p>Tenderers should provide clear plans and timelines for implementing these sustainability measures, supported by evidence such as environmental product declarations, certifications, or sustainability reports.</p> <p>This criterion will be evaluated as a whole. The more practical and relevant the evaluation team considers the tenderer's response, the higher the score awarded. Tenderers must provide a tailored response specific to this contract; generic or company-wide information submitted as an appendix will not be accepted as a valid response.</p> |                      |                      |
| <b>Criterion E</b> | <b>Weighting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Maximum Marks</b> | <b>Minimum Marks</b> |
|                    | 10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1000                 | 500                  |
| <b>Title</b>       | Contract Management and Value Add Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |                      |
| <b>Description</b> | <p>Tenderers must provide a comprehensive contract management plan outlining how they will oversee the delivery and performance of the contract.</p> <p>The tender response should address the following:</p> <ul style="list-style-type: none"> <li>Identify the key personnel, roles and responsibilities for managing the contract;</li> <li>Provide a brief statement on the proposed communication and reporting procedures;</li> <li>An exit strategy ensuring smooth contract termination or transition without disrupting service.</li> </ul> <p>Tenderers must also submit a Service Level Agreement (SLA) as specified in sections 3.17 and 3.18 of the Request for Tender (RFT). The SLA should define service standards, response and resolution times, support availability, and escalation procedures to guarantee reliable maintenance and support throughout the contract duration.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                      |



|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Additionally, tenderers should describe any value-added services or innovations that enhance the overall solution beyond mandatory requirements. Examples include:</p> <ul style="list-style-type: none"> <li>• Enhanced training programs or learning resources;</li> <li>• Extended or advanced technical support and warranties;</li> <li>• Innovative features or software functionalities;</li> <li>• Tools improving workflow, safety, or user experience;</li> <li>• Plans for future system upgrades or modular expansions;</li> <li>• Research collaboration opportunities allowing joint development or clinical studies;</li> <li>• Any other offerings providing measurable operational or clinical benefits.</li> </ul> <p>This entire criterion will be evaluated as a whole.. Tenders that offer greater relevant value-added benefits and demonstrate strong, practical contract management and service commitments will score higher.</p> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the framework award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers. Tenderers MUST achieve a minimum score of 50% of the available marks under each of the following criterion to, B, C, D and E to remain eligible in the competition.

### 5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

|                                     |                                          |
|-------------------------------------|------------------------------------------|
| Lowest Cost from a Bona Fide tender | <b>A</b>                                 |
| Cost for the tender being evaluated | <b>B</b>                                 |
| Maximum Points available for Cost   | <b>C</b>                                 |
| Formula employed                    | <b><math>\frac{A \times C}{B}</math></b> |

### 5.2 Methodology for scoring Qualitative Criteria

| Score | Category | Description |
|-------|----------|-------------|
|-------|----------|-------------|

|                                                                                           |             |                                                                                                                                         |
|-------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 90 – 100%                                                                                 | Exceptional | An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations. |
| 80 – 89%                                                                                  | Excellent   | An excellent response demonstrating excellent understanding offering assurance to client – fully supported.                             |
| 70 – 79%                                                                                  | Very good   | A very good response demonstrating very good understanding offering assurance to client – strongly supported.                           |
| 60 – 69%                                                                                  | Good        | A good response demonstrating good understanding offering assurance to client – well supported.                                         |
| 50 – 59%                                                                                  | Acceptable  | An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.                   |
| <b>Less than 50% is unacceptable and considered ineligible from further consideration</b> |             |                                                                                                                                         |

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

### **5.3 Post Tender Clarification**

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

### **5.4 Verification**

Award of contract/membership of the framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

### **5.5 Clarification of Abnormally Low Tenders**

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

## **5.6 Right to Confirm Suitability**

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the framework and award of any contract.

## 6 Instructions for Tenderers

### 6.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

### 6.2 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will not be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: [irish-eproc-helpdesk@eurodyn.com](mailto:irish-eproc-helpdesk@eurodyn.com)

Phone: +353-818001459

#### Accessing documents

It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu
- (e) Complete the “Association with the CfT” tab.
- (f) This will then provide you with a link to “Tender” under the Show CfT Menu

## Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:

If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say OFFLINE, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a ZIP FILE to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

### **6.3 Queries**

The closing date for submitting queries is specified on the title page.

All queries regarding this tender should be through the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie), including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

### **6.4 Extension of the Tender Deadline**

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

### **6.5 Tender Validity Period**

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

### **6.6 Discrepancies between Documents**

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions

of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

### **6.7 Formatting of Tenders / Amending Tender Documents**

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

### **6.8 Collusive Tendering**

If any tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

### **6.9 Confidentiality**

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

### **6.10 Clarification of Tenders**

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

### **6.11 Correction of errors**

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic

versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

### **6.12 Change in the composition of a Tender**

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

### **6.13 Interference and Inducement to Purchase**

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

### **6.14 Conflict of Interest**

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

### **6.15 Publicity**

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

### **6.16 Right Not to Award**

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The Request for Tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

### **6.17 Notification of Tender Evaluations**

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

### **6.18 Award Notices**

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

### **6.19 Policy on Personal Debriefings**

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

### **6.20 Copyright**

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-



exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

#### **6.21 Brand Names, etc.**

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

#### **6.22 Environmental Aspects**

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

#### **6.23 Knowledge and Skills Transfer**

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

#### **6.24 Currency and Payments**

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

#### **6.25 Irish Legislation and Law**

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

#### **6.26 Anti-Competitive Conduct**

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

#### **6.27 Accessibility / Dignity at Work**

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

### **6.28 Withholding Tax**

Where applicable, payments shall be subject to Irish ‘Professional Services Withholding Tax’ at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

### **6.29 Freedom of Information**

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority’s obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

### **6.30 Late Payment**

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

### **6.31 Data Protection**

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the tenderer in response to this Request for Tender.

The tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the tenderer in this Competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

### **6.32 Responsibility of Successful Party**

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.