

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	ATU 25/258 Request for Tender for the Establishment of Single Party Framework Agreement for the supply of Haptic Vet Simulator, Installation, Training, Upgrades, Support and ancillary equipment for Atlantic Technological University
Contracting Authority:	Atlantic Technological University
Procedure:	Open
eTenders:	7085816
Issue Date:	27 November 2025
Closing Date for Queries:	11 December 2025 @ 17:00
Closing Date for Tender Submission:	18 December 2025 @ noon
Submissions and Queries via:	eTenders only

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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. 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 (ATU) (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement for the supply of a Haptic Vet Simulator, software, installation and support, onsite training, warranty and ancillary equipment.

Further information is available at our corporate website 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 single-party 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

The aim of this procurement is to establish a **single-operator framework** agreement for the supply of Haptic Vet Simulators for ATU's Department of Veterinary Medicine. The scope of supply includes delivery, commissioning, maintenance, training, technical support, software and all necessary ancillary equipment.

2.2.2 The Initial Contract

The initial contract will be for the supply of a Haptic Cow Simulator to ATU, Department of Veterinary Medicine, Letterkenny Campus, including delivery, commissioning, on-site training, technical support, warranty and software.

2.2.3 Additional / Call-Off Contracts under the Framework

The scope of this Framework Agreement includes, but not limited to, the supply, delivery, installation, software, upgrades, client support, training, maintenance and all necessary ancillary equipment related to Haptic Vet Simulators.

Please note that other additional items falling within the category of Haptic Vet Simulator, may also be required over the life of the tender, details of which are not known at this point in time.

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.

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
Award decision	December 2025
Framework Agreement Commencement	December 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 four (4) years.

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 €210,000 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 €100,000

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.

2.10 Award to Runner Up

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer from this competitive process; the Contracting Authority reserves the right to award the initial contract to the tenderer with the next highest score based on the original competition, at any time during the tender validity period.

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 Requirements under the Framework Agreement

The framework agreement will be established on foot of this tender competition. The framework is for the provision of Haptic Vet Simulators to ATU's Department of Veterinary Medicine. The scope of supply includes delivery, commissioning, maintenance, training, technical support, software, upgrades and all necessary ancillary equipment.

3.2 Initial Contract

The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

The initial contract will be for the supply, delivery and setup of the Haptic Cow Simulator, along with on-site operator training, technical support, software, warranty and any ancillary equipment.

3.3 Pricing

Prices will be fixed and purchased directly from the supplier who provides the most economically advantageous quotation/tenders. Tenderers must submit a breakdown of cost where applicable. The form of quotation/tender must be signed and completed. ATU determines the right to negotiate with the successful bidder subject to available budget.

Pricing will be fixed for 12 months of contract as outlined in the RFT. Any increase is at ATU's discretion and will be CPI linked.

Costs for subsequent years will be adjusted in line with the Consumer Price Index (CPI), and subject to annual contract review and satisfactory performance if applicable.

3.4 Options

Options are required for maintenance and support, extended warranties, compatible add-on equipment and consumables if required during the lifecycle of the contract proposed.

3.5 Specification

ATU Department of Veterinary Medicine, Letterkenny Campus, seeks to procure a **Haptic Cow Simulator**, an advanced haptic-enabled bovine reproductive simulator, to enhance practical skills training, improve student competency, and ensure safe, ethical, and cost-effective teaching of rectal palpation, pregnancy diagnosis, and reproductive examination in cattle.

The Haptic Cow should provide a safe, repeatable, and ethical training method that supplements traditional training with live animals, leading to increased student confidence and competence

This investment will modernise clinical teaching, reduce reliance on live animals, and elevate ATU veterinary training capacity to international standards.

Hardware:

- The Haptic Cow Simulator must be a full-scale, hollow model representing the rear end of a cow that simulates the reproductive tract of the bovine including models of the cervix, uterus and ovaries, with a wide range of fertility cases, pregnancies, and some examples of pathology.
- Its design should place students in a realistic context through the use of a Haptic Interface such as a Geomagic PHANToM Premium from 3D Systems, or equivalent.

The Haptic Cow Simulator must be supplied with software and a computer monitor on which the instructor and student can view inside the model. It should enable students to conduct virtual rectal examinations.

Interaction:

- The proposed solution should allow students to insert their arm into the model to palpate a stylus or thimble attachment, or equivalent, on a robotic arm, which is tracked in a 3D virtual environment.
- The mechanism should provide three-dimensional force feedback (resistance, vibrations, movement) simulating the size, shape, texture, and stiffness of different anatomical structures and conditions.

Software and Simulation

- The proposed solution should provide a virtual environment that displays a simplified representation of the bovine reproductive and abdominal tracts (uterus, ovaries, pelvis, etc.) on a separate screen.
- The software must allow instructors to quickly change between various clinical scenarios with ease.

Scenarios must include:

- Normal anatomy (basic pelvis and cervix)
- Different stages of pregnancy (early and advanced)
- Various fertility cases and pathological conditions (e.g., ovarian cysts, different diseases)

Software updates:

- The service provider must install software updates, bugs, fixes and patches in a timely manner.

Instructor Monitoring:

- The instructor must be able to observe the student's actions and the position of their hand within the virtual anatomy on a monitor in real-time, allowing for immediate guidance and correction.
- The simulator should be able provide immediate feedback if the student presses too hard or in the wrong place during a simulated pregnancy diagnosis.

The Haptic Cow should provide a safe, repeatable, and ethical training method that supplements traditional training with live animals, leading to increased student confidence and competence

Mandatory Technical Specification – Haptic Cow Simulator

This is the minimum specification required. All tenderers must meet or exceed this minimum specification to progress through the award criteria to cost evaluation.

Key: Mandatory Requirements = M. This specification describes the minimum technical and functional requirements and minimum acceptable performance standards. The solution must incorporate the following.

Any additional functionality should be identified in the comments section of the tender response document at **Appendix 2** to facilitate scoring under the award criteria.

Item Number	Minimum Requirement
Mandatory Technical and Functional Requirements.	
1.	Hardware: A full-scale, hollow model representing the rear end of a cow that simulates the reproductive tract of the animal, including models of the cervix, uterus and ovaries, with a wide range of fertility cases, pregnancies, and some examples of pathology. (M)

2.	The proposed solution should place students in a realistic context through the use of a Haptic Interface such as a Geomagic PHANToM Premium from 3D Systems, or equivalent, which is integrated into a life-sized, hollow model of a cow's rear end. (M)
3.	Interaction: The proposed solution must allow students to conduct virtual rectal examinations and have the ability to provide three-dimensional force feedback (resistance, vibrations, movement), simulating the size, shape, and stiffness of different anatomical structures and conditions. (M)
4.	Software and Simulation: Must have a computer-generated virtual environment which displays a simplified representation of the bovine reproductive and abdominal tracts on a separate screen. (M)
5.	Must have the ability for the instructor to observe the student's actions and the position of their hand within the virtual anatomy on a monitor in real-time (M)
6.	Must have the ability to quickly change between various clinical scenarios, such as normal anatomy (basic pelvis and cervix), different stages of pregnancies, various fertility cases and pathological conditions, e.g. ovarian cysts, diseases etc. (M)
7.	Must include 3 years warranty and support (M)
8.	Must include onsite delivery, set-up, commissioning, and staff training.(M)

Notes:

1. 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.
2. Compliance with all the standards as regards health and safety, quality assurance and analytical protocols is expected.
3. The equipment must meet all relevant local, European standards for EMI, health & safety etc. The supplier takes full responsibility to determine what those standards may be.
4. The equipment is intended for use in a Third Level student environment. Durability and solid construction are essential.
5. Should the specifications offered exceed that requested, this may be taken into account during evaluation.
6. It is expected that all cabling, fixing, etc. will be of the highest quality.
7. The successful bidder will be responsible for the full scope of supply, delivery, and installation of the proposed solution, commissioning and training.

This includes:

- Supplying the equipment, software, and all necessary accessories and consumables to meet the technical requirements outlined in this tender.
- Bidders should include detailed plans for the delivery, installation, and commissioning of the Haptic Cow Simulator in their technical proposals. This should demonstrate the supplier's ability to manage the full scope of supply and installation to ensure a seamless and timely projection completion.

3.6 Warranty and Support

A minimum warranty of 36 months from installation date, which should cover all major components of the Haptic Cow Simulator.

ATU should be provided with an option to purchase extended warranty coverage beyond the initial 36 months warranty period.

3.7 Training Requirements

Post commissioning, training of ATU staff on ATU's Sligo campus will be required. Training must include at a minimum:

- Basic operation and safety procedures
- Software usage and file preparation
- Routine maintenance and troubleshooting
- Advanced features and optimisation techniques

3.8 Delivery Location, Installation and Commissioning

ATU's Department of Veterinary Medicine, Letterkenny Campus.

3.9 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 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

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	
Tax Compliance	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.
Financial Capacity	(a) Confirmation that the tendering party turnover exceeded €200,000 during two 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. (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. Evidence of both statements will be required prior to the award of any contract.
Insurance	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
Declaration	
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. 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.	

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

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of three (3) 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

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 60%
	35%	3,500	2,100
Title	Fitness for Purpose of the Proposed Solution – Technical/Functional Features and Characteristics of the Proposed Solution.		
Description	This criterion refers to the totality of general technical/functionality, features and characteristics and the durability of the proposed solution. Tenderers must provide comprehensive detail on the solution being proposed. Tenderers should carefully read the Requirements and Specification at Section 3 of the RFT and ensure that their proposed solution meets the requirements as laid out. Tenderers response to this criterion must include: • Full specification for the proposed solution including confirmation that the proposed equipment meets or exceeds the mandatory requirements. • Colour Images of the proposed solution. • Full instructions on the safe use of the machine • Care and maintenance details including in-house and professional maintenance instructions. • Any other appropriate and relevant information related to the proposed machinery/equipment <u>Student Experience</u> • Detail on how the proposed solution will enhance the student/lecturer experience. Please note that tenderers should only include relevant information and not generic company brochures. Only relevant information will be evaluated. This criterion will be evaluated as a whole. Response must be limited to ten (10) A4 pages. Please use the TRD (Tender Response Document Template provided).		

Criterion B	Weighting	Maximum Marks	Minimum Marks 60%
	20%	2,000	1,200
Title	Delivery, Installation and Training Proposal		
Description	Tenders MUST outline the proposed delivery and installation methodology for the proposed equipment: Delivery and Installation: • Tenderers should include a proposed plan for Project Delivery. • Delivery lead time from placement of order to commissioning on site. Outline the availability of resources for the proposed team and demonstrate your firm's ability to supply the required resources to complete the project. • Supply, delivery, installation and commissioning methodology to include for risks, contingency, progress reports, etc. Training: • Details on training to be provided to ATU in-house staff which must be on-site training, and access to training material. • Describe in detail your training proposal for the solution proposed post commissioning. • Tenderers should outline any other training resources you provide, e.g. interactive guides / manuals etc. / video resources etc. Response must be limited to four (4) A4 pages excluding graphics. This criterion will be evaluated as a whole		
Criterion C	Weighting	Maximum Marks	Minimum Marks 60%
	15%	1,500	900
Title	After Sales Service, Technical Support and Warranty		
Description	This criterion refers to the totality of after sales service, technical support and warranty of the proposed solution. Tenderers should carefully read the Requirements and Specification at section 3 of the RFT and ensure that their proposed solution meets the requirements as laid out. Tenderers response to this criterion must include but not limited to: • Comprehensive details on all after sales services available to ATU, including the approach to service delivery. • Describe the process for deploying software updates, including the installation of updates, bug fixes and patches, and specify the associated timelines. • Provide full details on Customer Support services to ATU, including Repair & Breakdown Support, outlining service levels and response procedures. • Provide comprehensive detail on the warranty of the proposed equipment, to include full information on what is covered and not covered by the warranty, warranty duration and any other warranty information.		

	Response must be limited to four (4) A4 pages. This criterion will be evaluated as a whole.		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	30%	3,000	N/A
Title	Cost		
Description	Tenderers are required to provide their total cost for the proposed solution, including delivery, duty, excise and any other costs using the tender form and pricing schedule provided at appendix 1. Tenderers must complete the TRD (Tender Response Document)		

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.

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	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	C
Formula employed	$\frac{A \times C}{B}$

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.
Less than 60% is unacceptable and considered ineligible from further consideration		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks. **Please note that failure to reach the minimum threshold on any criterion will result in elimination and no further evaluation of the tender submission.**

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 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

Phone: +353-818001459

Accessing documents

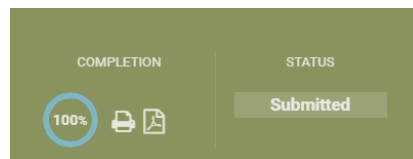
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- (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 FILE NAMES.

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, 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 6 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. ATU would request that any delivery and haulage of goods to its campuses is undertaken by zero emissions vehicles where possible.

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.