



OLLSCOIL NA  
GAILLIMHE  
UNIVERSITY  
OF GALWAY



## REQUEST FOR TENDER SINGLE PARTY FRAMEWORK AGREEMENT

<b>Title:</b>	Request for Tender for the Supply, Delivery, Installation and Commissioning of a High-Resolution Research grade X-ray Fluorescence (XRF) Core Scanner for University of Galway.
<b>Procedure:</b>	Open
<b>University Ref:</b>	GALW/CON1788/2025
<b>eTenders Cft Ref:</b>	8464860
<b>Issue Date:</b>	Friday, 19 <sup>th</sup> June 2026
<b>Closing Date for Queries:</b>	Tuesday, 14 <sup>th</sup> July 2026 at 12.00 hours (Irish local time)
<b>Closing Date for Tender Submission:</b>	Thursday, 23 <sup>rd</sup> July 2026 at 14.00 hours (Irish local time)
<b>Submissions and Queries via:</b>	eTenders only
<b>NOTE:</b>	Tenderers <b>MUST</b> use the Tender Response Document and other documents provided by the Contracting Authority in preparing their response. The response documents <b>MUST</b> be uploaded in a Zip file on eTenders in order to protect the integrity of file names. Please include your company name in the title of each document.

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## The Contracting Authority

University of Galway (herein after referred to as the “Contracting Authority” or University) has been inspiring minds since 1845 as a research-led university. University of Galway is one of the oldest and largest universities in Ireland. We are at the heart of a distinct and vibrant region, renowned for its unique culture, creative industries, medical technologies, marine ecology and economy, and our innovation.

University of Galway is a global perspective, and our university contributes greatly to the diversity and dynamism of Galway, the most international city in Ireland. Through our teaching and research, we attract and develop talent from around the world to address global challenges.

With over 19,000 students, University of Galway has a long-established reputation of teaching and research excellence in the Colleges of Arts, Social Sciences, and Celtic Studies; Business, Public Policy and Law; Engineering and Science, and Medicine, Nursing & Health Sciences. With a complement of over 2,700 (full-time equivalent) staff, University of Galway (Contracting Authority) is one of the largest employers in Galway and makes a significant contribution to the economic, social, and cultural fabric of the city.

University of Galway’s vision is to be a driver of transformational change for our people, our region and our world. We will think globally by inspiring, celebrating and advancing the critical role that our University has in delivering sustainable development. We act locally by empowering our people, investing in our purpose and engaging with the distinctive needs of our region.

We create a distinctively values-based culture, which has excellence, ambition and the wellbeing of our communities at its core. Our vision will be guided by our university values of respect in our actions, excellence in our work, openness in our outlook and sustainability in our approach. Distinguished by kindness and a commitment to equality, this culture will empower our people to thrive. We will harness our distinctive strengths and creative energy to deliver significant and sustainable societal impact.

Our university is at the heart of a distinctive city and region, renowned for its culture, creativity, technology and innovation. Drawing on these distinctive strengths will set us apart internationally. We aim to stimulate creative potential of our students, staff, alumni and wider community to advance our teaching, research, innovation and engagement in and for the world.

Learn more at [www.universityofgalway.ie/](http://www.universityofgalway.ie/).

## The University’s Supplier Charter

We value the relationships we have with our suppliers and our Supplier Charter sets out how we require those relationships to be based on our Values of Openness, Respect, Excellence and Sustainability.

All University suppliers and/or service providers shall adhere to the Supplier Charter, available to view and download [here](#).

## 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. All information contained in this Request for Tenders is provided for the purpose of facilitating the production and submission of a Tender.

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 University of Galway (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 shall **NOT** be bound to accept the lowest or any Tender proposal and reserves the power to accept any part of any Tender proposal, unless the bidder expressly stipulates to the contrary at the time of Tender.

The Contracting Authority reserves the right to discontinue the procurement process at any time and not make an award decision.

## Note

The Contracting Authority has provided the following documents:

- Request For Tender (RFT)
- Appendix 1 Tender Response Document (TRD)
- Appendix 2 - Pricing Schedule
- Appendix 3 - Terms and Conditions of Contract

as a separate documents for tenderers to use in preparing their response to this tender. This document and any other associated documents and format must be used by tenderers. All documents relevant to a tender submission must be uploaded on eTenders as a pdf file in order to protect the integrity of file names.

# 1. Scope of Requirements under the Framework Agreement and/or the Initial Contract

The School of Geography, Archaeology and Irish Studies at the University of Galway is a multidisciplinary academic unit within the College of Arts, Social Sciences and Celtic Studies. The School brings together expertise across physical and human geography, archaeology, and Irish studies, fostering interdisciplinary research and teaching that addresses environmental change, cultural heritage, and societal challenges at regional, national, and global scales.

The school has a strong track record in externally funded research and is internationally recognised for its contributions in areas such as landscape evolution, environmental change, climate science, archaeology, and heritage studies. It plays a key role in supporting collaborative research initiatives across the University and with external partners, including government agencies, industry, and international research institutions.

Within the School, the Discipline of Geography is a leading centre for research and teaching in both physical and human geography. The Discipline has particular strengths in Quaternary science, geomorphology, peatland research, hydrology, climate change, and geospatial analysis. It supports a wide range of laboratory and field-based research activities, underpinned by advanced analytical infrastructure and technical expertise.

The Discipline of Geography is actively engaged in research relating to sedimentary archives, including lake, marine, and peat cores, which are critical for reconstructing past environmental and climatic conditions. These research activities require high-resolution, non-destructive analytical techniques to characterise elemental composition and stratigraphy. The acquisition of an XRF core scanner will significantly enhance the Discipline's analytical capabilities, supporting existing research programmes and enabling new avenues of investigation in environmental and archaeological sciences.

The investment in this equipment aligns with the University of Galway's strategic priorities in sustainability, climate action, and research excellence, and will contribute to strengthening interdisciplinary collaboration within the School and across the wider research community.

## 1.1 Scope of Requirements under the Framework

The framework agreement will be established on foot of this tender competition which includes the Supply, Installation, Commissioning of a High-Resolution Research grade X-ray Fluorescence (XRF) Core Scanner for University of Galway.

It is intended that the framework will be used for all of University of Galway's - School of Geography, Archaeology and Irish Studies (SoGAIS) requirements related to the core scanner system arising during the life of the Framework.

The framework agreement will be established on foot of this tender competition which includes

- an initial contract for Supply of High-Resolution Research grade X-ray Fluorescence (XRF) Core Scanner for University of Galway, including On-site installation and commissioning, User training for technical and research staff, warranty, Provision of technical support and servicing etc
- Unforeseen requirements which fall clearly within the defined scope of the framework.

Where applicable, the initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement. While it is indicated that an initial contract may be awarded to the most economically advantageous tender immediately following the establishment of the framework, it should be noted that the Contracting Authority may at its sole discretion establish the framework agreement without awarding the initial contract should the circumstances so dictate.

**Note:** As part of the demonstration of a value for money expenditure of public funds, University of Galway will consider both NEW and EX DEMO (i.e. used for demonstration purposes by the manufacturer / distributor/

supplier) systems. Tenderers **MUST** state whether new or ex demo systems are quoted and their availability. The supplying goods/system(s) **MUST** be functional as new and be delivered with full warranty covering all components including hardware, software, and mechanical systems, including x-ray tube etc.

If the Instrument is ex demo it **MUST** be no more than three (3) years old, and all parts and components **MUST** be available for at least the next ten (10) years. It **MUST** include a full service/refurbishment history with appropriate calibration certificates and full warranty as outlined in the RFT.

## 1.2 Technical Specification

This specification outlines the technical requirements for the procurement of an X-ray fluorescence (XRF) core scanner - 1No for the School of Geography, Archaeology and Irish Studies at the University of Galway. The system will be used for high-resolution, research-grade X-ray fluorescence (XRF) core scanning system for the non-destructive analysis of drill cores and wet sediment cores, with elemental detection spanning magnesium (Mg) to uranium (U).

The system will be used for advanced research applications in geoscience, environmental science, and related disciplines.

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

<b>General Requirements</b>		
A1	<p>Tenderer <b>MUST</b> supply a High-Resolution Research grade X-ray Fluorescence (XRF) Core scanning system, 1No for the non-destructive analysis of drill cores and wet sediment cores, with elemental detection spanning magnesium (Mg) to uranium (U).</p> <p>Please confirm and detail stating make, model and full specifications of proposed system, outlining costs in the Appendix 2 Pricing Schedule. <b>Note: Pricing MUST only be included in the Appendix 2 Pricing Schedule.</b></p>	Mandatory
A2	<p>Equipment may be new or ex-demonstration. If the Instrument is ex demo it <b>MUST</b> be no more than three (3) years old, and all parts and components <b>MUST</b> be available for at least the next ten (10) years. It <b>MUST</b> include a full service/refurbishment history with appropriate calibration certificates and full warranty as outlined.</p> <p>Full details of condition, prior use, and warranty <b>MUST</b> be provided. Please confirm, stating the age in years of the system.</p>	Mandatory
A3	<p>The proposed XRF core scanning system <b>MUST</b> be provided with all essential auxiliary equipment, hardware and software that are required for the functioning, control and efficient operation of the proposed system.</p> <p>Tenderer <b>MUST</b> provide the details of what is included in the proposed system package. <b>Note: Pricing MUST only be included in the Appendix 2 Pricing Schedule.</b></p> <p>If any options to purchase items are available, pricing of the same <b>MUST</b> only be included in the Appendix 2 Pricing schedule. Please note, these items can be purchased by the Contracting Authority at any time up to 12 months from contract signing and <u>will not</u> form part of the Cost evaluation.</p>	Mandatory
A4	Detector & Imaging	Mandatory

	<ul style="list-style-type: none"> <li>XRF detector <b>MUST</b> be SDD with resolution <math>\leq 135</math> eV at 5.9 keV or equivalent. Integrated RGB imaging required.</li> </ul>	
A5	<p>Suitability for Sample Types</p> <ul style="list-style-type: none"> <li>The system <b>MUST</b> be suitable for analysis of wet and unconsolidated sediment cores</li> </ul>	Mandatory
A6	<p>Physical requirements</p> <ul style="list-style-type: none"> <li>The system <b>MUST</b> be suitable for installation within a standard laboratory environment.</li> <li>Dimensions and footprint <b>MUST</b> be specified by the tenderer</li> </ul>	Mandatory
A7	<p>Installation &amp; Environmental Requirements</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> specify all environmental and utility requirements (e.g. electrical supply, ventilation, cooling, floor loading). The system <b>MUST</b> operate within standard laboratory conditions unless otherwise specified.</li> </ul>	Mandatory
A8	<p>Safety :</p> <p>Compliant radiation safety enclosure with interlock system and external radiation below 1 <math>\mu</math>Sv/h</p> <p>The tenderer <b>MUST</b> describe the radiation safety concept for the proposed installation arrangement, including shielding, interlocks and fail-safe controls. Where applicable to the offered configuration (e.g., X-ray systems).</p>	Mandatory
A9	<p>Operational Considerations:</p> <ul style="list-style-type: none"> <li>Helium-free operation is preferred by the contracting authority to reduce ongoing costs and environmental impact, though helium-assisted systems are also acceptable. Tenderers <b>MUST</b> provide the details if the proposed core scanner system requires helium to operate.</li> </ul>	Mandatory

Technical/Functional requirements of the Equipment		
A10	<p>Elemental Range:</p> <ul style="list-style-type: none"> <li><b>MUST</b> support elemental detection across the range Mg to U</li> </ul>	Mandatory
A11	<p>Sample Compatibility:</p> <ul style="list-style-type: none"> <li><b>MUST</b> accommodate wet sediment cores in liners, split core halves, full/half U-channels, and optionally powders</li> </ul>	Mandatory
A12	<p>Sample Size:</p> <ul style="list-style-type: none"> <li><b>MUST</b> support scanning of sediment cores up to at least 1.5 m in length and diameters between 20–140 mm</li> </ul>	Mandatory
A13	<p>Scan Resolution:</p> <ul style="list-style-type: none"> <li>The system <b>MUST</b> support high-resolution scanning with step sizes down to approximately 0.1 mm</li> </ul>	Mandatory

A14	Throughput: <ul style="list-style-type: none"> <li>High-throughput capability, either through simultaneous multi-core scanning or rapid sequential scanning</li> </ul>	Desirable
A15	Surface Handling: <ul style="list-style-type: none"> <li>The system <b>MUST</b> provide accurate, reproducible XRF measurements across uneven and variable core surfaces, including appropriate surface compensation or correction mechanisms</li> </ul>	Mandatory
A16	Integrated Imaging: <ul style="list-style-type: none"> <li>Integrated high-resolution RGB imaging system (<math>\leq 50 \mu\text{m}</math> per pixel preferred), with optional UV fluorescence imaging</li> </ul>	Desirable
A17	Additional Sensors: <ul style="list-style-type: none"> <li>Magnetic susceptibility, UV/Vis or UV fluorescence modules, and 2D mapping (Y-axis displacement)</li> </ul>	Desirable
A18	Upgradeability: <ul style="list-style-type: none"> <li>The system <b>MUST</b> support future upgrades (hardware and/or software). The tenderer <b>MUST</b> outline upgrade pathways and development roadmap</li> </ul>	Mandatory
A19	Ease of Use <ul style="list-style-type: none"> <li>The system <b>MUST</b> be suitable for use by both routine and advanced users.</li> </ul>	Mandatory
A20	Durability & Maintenance <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> specify maintenance requirements, expected component lifetimes, and availability of support and spare parts</li> </ul>	Mandatory
A21	Environmental Performance <ul style="list-style-type: none"> <li>Systems that minimise consumables (e.g. helium) and demonstrate energy efficiency are advantageous</li> </ul>	Desirable

#### ICT-Related Requirements (Software & System Integration)

A22	If an external PC is required for operating the proposed scanning system/equipment, it <b>MUST</b> be supplied by the tenderer. So, system <b>MUST</b> be accompanied by a suitable PC and monitor.  Please confirm and detail outlining costs in the Appendix 2 – Pricing Schedule. <b>Note: Pricing <b>MUST</b> only be included in the Appendix 2 Pricing Schedule.</b>	Mandatory
A23	Software Functionality :  The software package provided should be easy to use and intuitive.	Mandatory

	<ul style="list-style-type: none"> <li>The system <b>MUST</b> include Comprehensive control and analysis software licenses, including spectral analysis and borehole data visualization</li> </ul> <p>The system <b>MUST</b> include software for:</p> <ul style="list-style-type: none"> <li>Instrument control and data acquisition</li> <li>Spectral processing and elemental analysis</li> <li>Visualisation of scan data and images</li> </ul> <p>Tenderer <b>MUST</b> describe the software package proposed, including name and version.</p> <p>Note: The contracting authority has a high spec PC which shall be used for data analysis, so it is not mandatory to quote separately for data analysis PC. In the instance if the tenderer mandates a PC to be supplied for data analysis, please provide the reason for the same.</p> <p>Tenderer shall provide optional pricing for any additional PC in the optional to purchase list in the Appendix 2 Pricing schedule.</p> <p><b>Note: Optional additional licenses for analysis software should be specified in the optional to purchase list in the Appendix 2 pricing schedule, only.</b></p>	
A24	<p>The tenderer SHOULD state the upgrade policy for software/upgrades (new versions/releases providing new functionality or major version changes), including what is included/excluded, compatibility constraints, and any costs/licensing model.</p> <p>Provision of upgrades beyond the warranty period at no additional cost will be scored favourably.</p>	Mandatory
A25	<p>Any software and licences required to deliver the technical functionality above <b>MUST</b> be included in the core package of the equipment pricing in the Appendix 2 pricing schedule.</p> <p><b>Note: Pricing MUST only be included in the Appendix 2 Pricing Schedule.</b></p>	Mandatory
A26	<p>Data Export &amp; Compatibility</p> <ul style="list-style-type: none"> <li>The system <b>MUST</b> support export of data in standard formats i.e. CSV, ASCII, Excel-compatible) for use in external analysis workflows</li> </ul>	Mandatory
A27	<p>Usability</p> <ul style="list-style-type: none"> <li>Software <b>MUST</b> provide a graphical user interface (GUI) suitable for routine and advanced users, supporting both standardised workflows and user-defined configurations.</li> </ul>	Mandatory
A28	<p>IT System Compatibility</p> <ul style="list-style-type: none"> <li>Tenderers <b>MUST</b> specify operating system details, hardware configuration, network requirements, and any restrictions on modification or installation of third-party software.</li> <li>The system <b>MUST</b> be capable of operating as a standalone system or within a segregated or controlled network environment.</li> <li>Tenderers <b>MUST</b> describe any internet connectivity requirements, remote access mechanisms, and limitations relating to IT security tools (e.g. antivirus, domain policies)</li> </ul>	Mandatory

29	<p>Please detail the remote access method and security controls (e.g., authentication/role-based access, encryption, audit logging) and list any IT/network prerequisites.</p> <p>Please indicate any associated options/licences, as an optional to purchase, in Appendix 2 – Pricing Schedule.</p> <p><b>If any options to purchase are available, these are optional to purchase by the Contracting Authority at any time up to 12 months from contract signing and will not form part of the Cost evaluation.</b></p> <p><b>Note: Pricing MUST only be included in the Appendix 2 Pricing Schedule. No pricing is to be included in Appendix 1 document.</b></p>	Mandatory
A30	<p>Data Transfer</p> <ul style="list-style-type: none"> <li>The system <b>MUST</b> support secure transfer of data to external systems (e.g. via network or external storage), including operation in standalone configurations.</li> </ul>	Mandatory

<b>QC &amp; Validation Requirements</b>		
A31	Please provide details of the ease of use/user friendliness of the equipment and how this is of benefit to the operator, highlighting the specific features of the instrument that make it easy to use.	Mandatory
A32	The tenderer <b>MUST</b> state when the model was introduced and when the system is likely to be superseded.	Mandatory
A33	<p>Safety &amp; Compliance Requirements</p> <ul style="list-style-type: none"> <li>The system <b>MUST</b> comply with all relevant EU safety standards and directives, including CE marking</li> </ul>	Mandatory
A34	All goods supplied in accordance with the Contract <b>MUST</b> be of good construction, sound materially, of adequate strength and free of defects in design materials and workmanship will be designed and manufactured to be safe and without risk to health when properly used.	Mandatory
A35	<p>If there are manufacturing defects known to the tenderer, they <b>MUST</b> identify such defects and state their policy regarding the repair of known defects. The tenderer <b>SHOULD</b> specify:</p> <ul style="list-style-type: none"> <li>Defect Identification: A list of known manufacturing defects and their effects on performance or data quality.</li> <li>Repair Policy: Details on repair timelines, warranty coverage for defects, and available technical support.</li> <li>Preventive Measures: Steps taken to prevent the recurrence of defects, such as improvements in manufacturing processes.</li> <li>User Communication: Commitment to inform customers about known defects and provide guidance on mitigation.</li> </ul>	Mandatory
A36	The proposed equipment/system operation <b>MUST</b> be FAT (Factory Acceptance Test) validated prior to shipment to contracting authority (University of Galway) to ensure it meets performance specifications. Validation certificates <b>MUST</b> be provided prior to shipment to the contracting authority.	Mandatory

A37	The Tenderer <b>MUST</b> , as part of the submission, include copies of any relevant testing or compliance certificates for the Goods.  Confirm compliance and detail.	Mandatory
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### 1.3 Delivery and Lead Time

Delivery Requirements		
B1	<p>Delivery Timeline</p> <ul style="list-style-type: none"> <li>• Delivery must include all shipping charges, insurance, customs duties and all aspects as outlined in DDP incoterms.</li> <li>• The system is required to be delivered to the contracting authority location specified in section-1.9 and installed, and fully operational no later than 31 December 2026</li> </ul> <p>Shorter lead times are highly encouraged.</p>	Mandatory
B2	<p>Lead Time</p> <ul style="list-style-type: none"> <li>• Tenderers MUST state the lead time from contract award to delivery, installation, and commissioning.</li> </ul> <p>Delivery Schedule</p> <ul style="list-style-type: none"> <li>• Tenderers MUST provide a proposed delivery and installation schedule, covering lead time from issuing of PO to delivery, installation, commissioning and training, including key milestones.</li> </ul>	Mandatory
B3	The tenderer MUST provide details of the logistics/supply chain to the point of customer delivery, i.e. where the goods will come from, how the goods will be transported and what borders the goods will cross.	Mandatory

Delays, Risks & Spare Parts		
B4	<p>Delivery Risks</p> <ul style="list-style-type: none"> <li>• Tenderers MUST identify any risks or constraints that may impact delivery timelines (e.g. supply chain, manufacturing, installation requirements)</li> </ul>	Mandatory
B5	<p>Acceleration Options</p> <ul style="list-style-type: none"> <li>• Tenderers should indicate if accelerated delivery options are available.</li> </ul>	Desirable
B6	<p>Spare Parts Availability</p> <ul style="list-style-type: none"> <li>• Tenderers MUST state availability of critical spare parts, consumables and typical lead times for supply and replacement.</li> </ul>	Mandatory

	<p>Please confirm and outline in Appendix 2 – Pricing Schedule, ‘Consumables &amp; Spare Parts’ sheet.</p> <p><b>Note: Pricing <b>MUST</b> only be included in the Appendix 2 Pricing Schedule. No pricing is to be included in Appendix 1 document.</b></p>	
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## 1.4 Installation, Commissioning

The tenderer **MUST** provide comprehensive installation, commissioning, and training services to ensure the effective deployment and operation of the XRF core scanner. These services should include the following:

Installation & Commissioning		
B7	<p>Installation</p> <ul style="list-style-type: none"> <li>The core scanner system (instrument) <b>MUST be</b> installed and fully configured at the designated laboratory within the University of Galway, by an appropriately qualified engineer on an agreed date. Please confirm, providing details of experience/qualifications of installation team.</li> </ul>	Mandatory
B8	<p>System Setup</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> undertake all mechanical, electrical, and computer setup required for operation.</li> <li>The installation of all electrical items <b>MUST</b> be in accordance with but not limited to European standards/ regulations and all relevant amendments.</li> </ul>	Mandatory
B9	<p>Site Requirements</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> specify all space, access, and utility requirements (including electrical, ventilation, and network requirements)</li> </ul>	Mandatory
B10	<p>Calibration &amp; Verification</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> perform full system calibration and verify system performance</li> </ul>	Mandatory
B11	<p>Environmental Requirements</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> specify any environmental constraints (e.g. temperature, humidity, vibration)</li> </ul>	Mandatory
B12	<p>Building &amp; Infrastructure</p> <ul style="list-style-type: none"> <li>Any requirement for building modifications or specialist infrastructure <b>MUST</b> be clearly stated and justified. The Contracting Authority reserves the right to procure the enabling works via the most economically advantageous route.</li> </ul>	Mandatory
B13	<p>Installation Constraints</p>	Mandatory

	<ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> specify any requirements for vibration isolation, specialist mounting, or additional safety measures.</li> </ul>	
B14	<p>Commissioning: The commissioning of the system <b>MUST</b> be carried out by the successful tenderer's qualified &amp; trained engineers. A commissioning report confirming system performance and readiness <b>MUST</b> be provided.</p> <p>As part of commissioning, the Tenderer <b>MUST</b> perform the SAT, following the installation and validation, to ensure accuracy and overall performance have not been affected by shipping. These tests will also be used for on-site training purposes.</p> <p>A final acceptance document <b>MUST</b> be prepared with the following content:</p> <ul style="list-style-type: none"> <li>The purchase order reference.</li> <li>The procurement specification reference.</li> <li>A list of outstanding issues, including an action time frame for resolving these issues and the division of responsibility for this work.</li> <li>Names, roles and signatures of the accepting engineers on each side.</li> <li>The date of acceptance.</li> <li>Serial number of the equipment.</li> </ul> <p>If the items in the list are satisfied, the equipment will be formally accepted. If one or more items are not accepted, the tenderer will be required to rectify the deficiency or, alternatively, a partial acceptance may be agreed combined with an extension of the warranty period. Terms <b>MUST</b> be negotiated between contracting authority and tenderer based on the results of the acceptance tests.</p> <p>If any problem arises with the system, a mutually agreed plan of correction will be generated to correct the problem.</p>	Mandatory
B15	<p>System Completion</p> <ul style="list-style-type: none"> <li>All components, consumables, cabling, software, and licences required for operation <b>MUST</b> be supplied and installed. Note: tenderer <b>MUST</b> supply, at no additional cost, all consumables, and materials required to complete installation, commissioning, calibration/verification, and on-site training.</li> </ul>	Mandatory

## 1.5 Warranty, After Sales Service, Support and Training

Warranty and Support Requirements		
C1	<ul style="list-style-type: none"> <li>Minimum 12-month warranty <b>MUST</b> be provided covering all components including hardware, software, and mechanical systems and call outs, Travel etc.</li> <li>Warranty Coverage: Warranty to include parts, labour, and remote technical support, maintenance/service options</li> </ul> <p>Tenderer <b>MUST</b> detail the warranty cover offered and specify, specific inclusions and exclusions of warranty.</p>	Mandatory
C2	Extended Warranty Options	Mandatory

	<ul style="list-style-type: none"> <li>Tenderers MUST state the details of any extended warranty options and associated costs. Detail specific inclusions and exclusions of extended warranty This needs to be clearly itemised in Appendix –2 pricing schedule under optional to purchase. Please include price per annum for year 2, 3, 4 and 5, details of coverage and maximum term of coverage. Note: Note: Pricing MUST only be included in the Appendix 2 Pricing Schedule.</li> </ul>	
C3	<p>X-ray Tube Warranty</p> <ul style="list-style-type: none"> <li>The tenderer MUST clearly state the warranty terms for the X-ray tube, including duration, coverage, exclusions, and whether it is treated as a consumable component.</li> </ul>	Mandatory
C4	<p>Tube Lifetime &amp; Cost</p> <ul style="list-style-type: none"> <li>The tenderer MUST state the expected operational lifetime of the X-ray tube under normal use and provide the current replacement cost and typical lead time. The tenderer should also indicate any factors affecting lifespan (e.g. usage intensity, operating conditions).</li> </ul>	Mandatory
C5	<p>If helium assisted systems is proposed, please detail the process for monitoring and implementing refill and replacement of helium tank</p>	Mandatory
C6	<p>Software Updates</p> <ul style="list-style-type: none"> <li>Software updates and patches MUST be available for the lifetime of the instrument and MUST be provided free of charge during the warranty period.</li> <li>The tenderer SHOULD state the post-warranty update policy, including duration of availability and any associated costs. Provision of updates beyond the warranty period at no additional cost will be scored favourably</li> </ul>	Mandatory
C7	<p>Remote Support Capability</p> <ul style="list-style-type: none"> <li>Tenderer MUST provide secure remote access support for diagnostics and troubleshooting</li> </ul>	Mandatory
C8	<p>Technical &amp; Scientific Support</p> <ul style="list-style-type: none"> <li>Support MUST include both technical (hardware/software) and scientific (data interpretation) assistance</li> </ul>	Mandatory
C9	<p>Service Level Agreements (SLAs)</p> <ul style="list-style-type: none"> <li>Clear SLAs MUST be defined including response and resolution times</li> </ul>	Mandatory
C10	<p>Support Channels</p> <ul style="list-style-type: none"> <li>Email and phone support MUST be available during standard working hours with escalation procedures defined</li> </ul>	Mandatory

C11	<p>Additional Support Packages</p> <ul style="list-style-type: none"> <li>Optional support packages (e.g. service contracts, pre-purchased hours) should be available</li> </ul>	Desirable
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<b>Training</b>		
C12	<p>Training Provision</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> provide training for up to four (4) personnel prior to final system handover.</li> </ul>	Mandatory
C13	<p>Training Outcomes</p> <ul style="list-style-type: none"> <li>Training <b>MUST</b> ensure users are competent in system operation, maintenance, software use, calibration, and data handling</li> </ul>	Mandatory
C14	<p>Training Details</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> specify the proposed training duration, format, and content in their tender submission</li> </ul>	Mandatory
C15	<p>Training Materials</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> provide training materials, manuals, and supporting documentation</li> </ul>	Mandatory
C16	<p>Additional Training</p> <ul style="list-style-type: none"> <li>Additional or advanced training options for wider user groups should be available. The pricing for the same can be indicated in Appendix –2 Pricing schedule optional to purchase items.</li> </ul>	Desirable

<b>Support and Handover</b>		
C17	<p>Project Contact</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> provide a single point of contact for installation and commissioning</li> <li>Support contact details <b>MUST</b> also be provided.</li> </ul>	Mandatory
C18	<p>Post-Installation Support</p> <ul style="list-style-type: none"> <li>The tenderer <b>MUST</b> provide support during the initial operational phase.</li> </ul>	Mandatory
C19	<p>Documentation</p> <ul style="list-style-type: none"> <li>Full system documentation(e.g. all operator’s system manuals, Service and maintenance manuals and any other relevant documentation) <b>MUST</b> be supplied (English Language)</li> </ul>	Mandatory

<b>Maintenance &amp; Documentation</b>		
C20	Maintenance Procedures <ul style="list-style-type: none"> <li>Routine and preventative maintenance procedures MUST be documented.</li> </ul>	Mandatory
C21	Preventative Maintenance Schedule <ul style="list-style-type: none"> <li>Recommended service intervals MUST be provided.</li> </ul>	Mandatory
C22	User Maintenance <ul style="list-style-type: none"> <li>Tenderer MUST identify maintenance tasks that can be performed by trained in-house staff</li> </ul>	Mandatory
C23	Service Manual <ul style="list-style-type: none"> <li>Full service/manual documentation MUST be provided</li> </ul>	Mandatory
C24	Maintenance Records <ul style="list-style-type: none"> <li>System MUST support maintenance logs and service history tracking (digital or printable)</li> </ul>	Mandatory
C25	Spare Parts Availability <ul style="list-style-type: none"> <li>Spare parts MUST be available for minimum 5 years</li> </ul>	Mandatory

<b>Service Capability &amp; Personnel</b>		
C26	Support Team Structure <ul style="list-style-type: none"> <li>Tenderer MUST describe support team organisation</li> </ul>	Mandatory
C27	Response & Resolution Times <ul style="list-style-type: none"> <li>Guaranteed response and resolution times for both remote and onsite support MUST be defined</li> </ul>	Mandatory
C28	Engineer Expertise <ul style="list-style-type: none"> <li>Qualifications and experience of service engineers MUST be detailed</li> </ul>	Mandatory
C29	Repair Capability <ul style="list-style-type: none"> <li>Tenderer MUST outline repair capabilities including diagnostics and turnaround times</li> </ul>	Mandatory
C30	Escalation Process	Mandatory

	<ul style="list-style-type: none"> <li>Escalation structure from first-line support to senior technical management MUST be provided</li> </ul>	
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## 1.6 Sustainability

As a university community, University of Galway are deeply committed to sustainability, having identified sustainability as one of its four core values. University of Galway's Sustainability Strategy sets out the University's vision and commitment to lead the implementation of sustainability across the campus and beyond. For more information, please visit <https://www.universityofgalway.ie/sustainability/strategy/>.

The Framework Member will be required to deliver the supplies and/or services hereunder in a sustainable manner, having regard to national and EU legislation, in addition to best practice in the relevant field.

Further, it is a requirement that:

<b>Environmental Performance</b>		
D1	Energy Consumption <ul style="list-style-type: none"> <li>Tenderer MUST state typical and maximum power consumption of the system</li> </ul>	Mandatory
D2	Cooling Requirements <ul style="list-style-type: none"> <li>Details of cooling systems (e.g. air/water cooling, chiller requirements) and associated energy use</li> </ul>	Mandatory
D3	Consumables <ul style="list-style-type: none"> <li>Tenderer MUST provide a list of consumables and typical usage rates (e.g. helium, foils)</li> </ul>	Mandatory
D4	Tenderers should confirm if energy-efficient components are used (e.g., LED lighting, efficient power supplies).	Desirable
D5	Systems that minimise consumables (e.g. helium) and demonstrate energy efficiency are advantageous	Desirable

<b>Hazardous Materials &amp; Compliance</b>		
D6	Hazardous Components <ul style="list-style-type: none"> <li>Tenderer MUST identify any hazardous materials/components (e.g. X-ray tube, beryllium window, radiation shielding materials)</li> </ul>	Mandatory
D7	Take-Back Agreement <ul style="list-style-type: none"> <li>Tenderer MUST provide a take-back or disposal agreement for hazardous components, including X-ray tubes and any toxic materials, ensuring the Contracting Authority is not responsible for disposal.</li> </ul>	Mandatory

D8	Regulatory Compliance <ul style="list-style-type: none"> <li>Tenderer MUST confirm compliance with relevant EU environmental and safety regulations (e.g. WEEE, RoHS)</li> </ul>	Mandatory
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<b>Packaging</b>		
D9	Packaging <ul style="list-style-type: none"> <li>Packaging should be minimised and recyclable where possible</li> </ul>	Desirable

### 1.7 Volumes

The initial requirement is for the purchase of one (1) High-Resolution Research grade X-ray Fluorescence (XRF) Core Scanner system.

Additional Purchases:

- Subject to budget availability, the framework may be used for future purchases of optional modules, upgrades, spare parts, and support services

### 1.8 Continuity of support

Tenderers MUST demonstrate their ability to ensure continuity of supply and support services, including:

<b>Continuity of Service</b>		
D10	Continuity of Support <ul style="list-style-type: none"> <li>Tenderers Should demonstrate their ability to provide continuous technical support and maintenance services throughout the operational life of the system. Should describe how support services will be maintained in the event of staff changes, supplier changes, or other operational disruptions</li> </ul> Spare Parts Continuity <ul style="list-style-type: none"> <li>Tenderers MUST outline contingency measures for supply chain disruptions that may impact support or spare parts availability</li> </ul>	Mandatory

### 1.9 Delivery Locations

Deliveries will be required to:

Orbsen Building, Room O114

University of Galway  
University Road,  
Galway

It should be noted that additional contracts awarded under the Framework may require to be delivered to any University of Galway location(s).

University of Galway locations include academic departments, schools, administrative and service offices, and University research institutes, centres, and units, both on- and off-campus. University departments located in Galway city such as Nuns Island, Newcastle Road, Westside, and Dangan are considered part of the main campus. The Contracting Authority's Disciplines and strategic partner's campuses include, but are not limited to:

- University of Galway Campus, Galway City
- Acadamh na hOllscolaíochta, Gaeilge, Doirí Beaga, Co. Donegal
- Acadamh na hOllscolaíochta, Gaeilge, Roisín na Mainiach, Carna, Co. Galway
- Acadamh na hOllscolaíochta, Gaeilge, Carraroe, Co. Galway
- ECI, Carron, Co. Clare
- MRI, Carna, Co. Galway
- MRI, Finavarra, Co. Clare
- Medical Academies in Sligo, Letterkenny, Castlebar & Portiuncula
- Shannon College of Hotel Management, Shannon Airport, Co. Clare
- Irish Centre for High End Computing (ICHEC), Trinity Technology Campus, Dublin 2
- Any other location within the Republic of Ireland that becomes part of University of Galway during the life of the Framework

For the avoidance of doubt, this Framework is also being created for use by University of Galway subsidiaries, at their own discretion, where they have no alternative arrangements in place.

### **1.10 Packaging, Carriage and Insurance**

The Charges tendered for the Supplies and Services must be inclusive of any costs of standard packaging, carriage and insurance, which shall be arranged by the Contractor (Tenderer).

The Tenderer will be solely responsible for compliance with all laws relating to the labelling, packaging, carriage and insurance associated with such carriage of the Supplies and Services until delivery and for ensuring that such labelling, packaging and carriage, insurance and delivery are made in accordance with best current industry practice and all applicable legal requirements and meet with all relevant government and local authority requirements and as may be set out in the specifications forming part of the Agreement. For the avoidance of doubt, the Contractor shall be obliged to procure that all third-party carriers and other Contractors engaged by it shall comply with the foregoing.

### **1.11 Use of Brand Names, etc.**

Where reference is made in the technical specification to any required particular make, source, origin, patent, process, trademark, brand name or standard, such reference shall on every occasion be understood as being accompanied by the words "or equivalent". These references are provided only where it is not otherwise possible for a sufficiently precise description to be defined.

### **1.12 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;
- Manage the contract to ensure all parties are fully briefed at all times.
- Be fully available and contactable during operational hours to Contracting Authority staff.
- Meet as and when required to review the relationship and examine performance;

- Deal effectively with disputes, complaints, queries or concerns that cannot be immediately adequately resolved including management of an escalation process for unresolved issues impacting on their obligations.
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Provide details of contract management reports proposed including content, financial payment, frequency, etc.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings over the life of the framework agreement.

In addition, the following must be supported:

- Meetings on a monthly basis between the Contract Manager and the Contracting Authority nominated contact to review all issues regarding the contract for one year after installation of the equipment.
- Tenderers should provide details of the single point of contact appointed, including any deputy; the proposals for effective contract management addressing the responsibilities outlined above in addition to proposals for management of complaints including escalation procedures and protocols.

**NOTE:** Tenderers should note that contract management activities will be non-billable.

### 1.13 Variants

N/A

## 2. Features of the Framework

### 2.1 Type of Framework Agreement

This competitive process relates to 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.

### 2.2 Numbers admitted to the Framework Agreement

The framework agreement will be established as a single party framework agreement with one (1) member, subject to that tenderer meeting the minimum criteria and rules.

### 2.3 Duration of the Framework Agreement

The framework will initially be established for a period of two [2] years. The Contracting Authority reserves the right to extend the framework to a maximum term of ten [10] years, in line with the additional maintenance/warranty options/support services/consumables or spares (if availed of).

The Contracting Authority reserves the right to collapse/terminate the framework should the circumstances arise by giving one month's notice.

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.

Justification for duration longer than standard 4 years: Due to the strategic importance of the required supply which will become embedded in the organisation, the duration reflects the lifecycle of this specialised core scanning equipment and any need for ongoing calibration /maintenance /warranty support. A multi-year framework ensures value for money, service continuity, and avoids repeated procurement for technically complex systems.

### 2.4 Estimated Value for the Framework Agreement

It is envisaged that spend under this framework agreement will be in the region of €590,000 - €700,000 (maximum) excluding VAT to allow for the current and future possible requirements that may arise over the life of the framework agreement.

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

### 2.5 Awarding Contracts under the Framework Agreement

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

### 2.6 Right to tender outside of the Framework Agreement

Admission to a framework does not guarantee the award of any contract to any Framework Member, nor does it give the member the right to be consulted in respect of any contract.

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, via either an individual tender process or use of another centrally establishment framework agreement.

## **2.7 Award to Runner Up**

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period.

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer; the Contracting Authority reserves the right to award the initial contract to the Framework Member 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-ranked tenderer emerging from the process at any time during the contract tender validity period.

This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract / framework award procedure at its sole discretion.

## **2.8 Compliance with the Terms and Conditions of the Contract**

Admission to the framework will be conditional upon acceptance of the Contracting Authority's Contract 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 in the Tender Response Document. These terms will govern the framework and all contracts awarded thereunder.

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 of this document.

## 3. Evaluation Process

### 3.1 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 financial and technical capacity will be entitled to further consideration. In order to demonstrate a tenderer's capacity, tenderers are required to provide the information as summarised below, and as set out in detail in the Tender Response Document (TRD) provided at Appendix 1. Tenderers are required to provide the minimum information requested, even where they opt to use the European Single Procurement Document.

### 3.2 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 3.4* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

### 3.3 Relying on the standing of other Entities

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

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.

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.

If the tender is from a grouping, i.e. a consortium/joint venture (temporary or otherwise) or involves participation of sub-contractors, tenderers must ensure that the involvement of all parties is clearly identified. Where other parties are being relied on to meet the selection criteria e.g. turnover, previous experience, personnel/skills, etc and/or to deliver elements of the requirements, this must be clearly highlighted, and appropriate evidence provided. 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 members. The Contracting Authority will not act as an arbitrator between members of a tender grouping.

### 3.4 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information and make declarations in the Tender Response Document on the following:

- General Information
- Declarations
  - o Art. 57 Declaration
  - o Statutory Obligations Declarations
  - o Article 5K Declaration - EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine
  - o General Data Protection Regulations
- Financial and Economic Standing:
  - o Tax compliance
  - o Financial capacity
  - o Insurance

The criteria and rules outlined in respect of the above in the Tender Response Document are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Where evidence of any information self-declared is required, this must be provided promptly on request and no later than 5 working days from the request. Failure to comply with the requirements will result in the tender being considered inadmissible no longer suitable for consideration.

### **3.5 Technical Capacity Requirements**

Tenderers are required to provide information in the Tender Response Document on the following:

- Previous Experience
- Quality Assurance Management System
- Health & Safety Management System
- Business Continuity Management
- Environmental Management System

The criteria and rules outlined in respect of the above in the Tender Response Document are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible. Where evidence of any information self-declared is required, this must be provided promptly on request and no later than 5 working days from the request. Failure to comply with the requirements will result in the tender being considered inadmissible no longer suitable for consideration.

### 3.6 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 agreement will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A	Weighting	Maximum Marks	Minimum Marks 50%
	35%	3500	1750
Technical Merit of the Proposed XRF Core Scanner System	<ul style="list-style-type: none"> <li>• General Functional Requirements</li> <li>• ICT-Related Requirements (Software &amp; System Integration)</li> <li>• QC &amp; Validation Requirements</li> </ul> <p>Note: This criterion will be evaluated in its totality of tenderer's response.</p>		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	15%	1500	750
Lead Time , Delivery and Installation	<ul style="list-style-type: none"> <li>• Lead Time &amp; Delivery</li> <li>• Installation &amp; Commissioning</li> </ul> <p>Note: This criterion will be evaluated in its totality of tenderer's response.</p>		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1000	500
Warranty, After Sales Service, Support and Training	<ul style="list-style-type: none"> <li>• Warranty and Support</li> <li>• Training, Spares, Maintenance and Handover</li> </ul> <p>Note: This criterion will be evaluated in its totality of tenderer's response.</p>		
Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1000	500
Sustainability	<ul style="list-style-type: none"> <li>• Sustainability and Continuity of Support</li> </ul> <p>Note: This criterion will be evaluated in its totality of tenderer's response.</p>		
Criterion E	Weighting	Maximum Marks	Minimum Marks 50%
	30%	3000	n/a
ULTIMATE COST	Assessment will be on the basis of the form of tender provided for delivery of the		

	<p>initial contract by Tenderers as specified in the Pricing Schedule at Appendix 2 in the TRD.</p> <p>Note: Pricing must be submitted in the format sought in the Appendix 2 Pricing Schedule.</p>
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Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the framework award criteria as stated above and follow all Instructions in the Tender Response Document relating to each Award Criterion. This will enable the Contracting Authority to assess fully the extent of their offers.

### 3.7 Scoring System for Qualitative Criteria

Each individual qualitative criterion will be scored using the following system; where a minimum score is applied.

Category	Description	Score Range
Excellent	Satisfies expectations with significant extra business benefits. No reservations about proposal in this area. Services/solutions offered or exceed all requirements with significant benefits for the end user/purchaser (at no additional cost)	90 – 100%
Very Good	Satisfies expectations with some extra benefits. Workable solution offering benefits beyond the stated requirement (at no additional cost)	70 – 89%
Good	Satisfies expectations - Meets the requirement but does not exceed it.	50 – 69%
Poor	Partially satisfies requirements. Falls below acceptable level. Lacking in some important areas. Would require additional effort or cost to make it work. Some aspects of the requirement not fully understood or ignored.	25 - 49%
Unacceptable/ No Response	Does not satisfy expectations or answer/solution. Does not address requirement.	0 - 24%

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

Tenders that do not meet the Minimum Marks (50% Acceptable Scoring) under one or more relevant qualitative award criterion will not proceed to evaluation against other qualitative criteria or ultimate cost and will be disqualified from further consideration and deemed inadmissible.

#### 3.7.1 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>
Maximum Points available for Cost	<b>B</b>
Cost for the tender being evaluated	<b>C</b>
Formula employed	<b><u>A x B</u></b>

### **3.7.2 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.

### **3.7.3 Verification Meeting**

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.

### **3.7.4 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.

### **3.7.5 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 the award of any contract under the framework agreement.

## 4. Instructions for Tenderers

### 4.1 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.

### 4.2 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.

Tenderers must note that in the electronic postbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

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

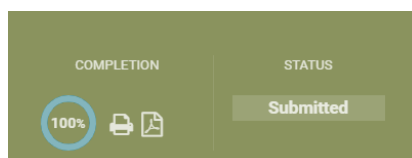
#### 4.2.1 Accessing Documents

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

#### 4.2.2 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 and include your company name in the title of each document.

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.

### 4.3 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.

### 4.4 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.

### 4.5 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.

### 4.6 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.

### 4.7 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 will result in tenders being eliminated.

#### **4.8 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.

#### **4.9 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.

#### **4.10 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 verification meetings with the Contracting Authority.

#### **4.11 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. 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.

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

Where a change in composition of a tenderer 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.

#### **4.13 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.

#### **4.14 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.

#### **4.15 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.

#### **4.16 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.

#### **4.17 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(s); the applicable standstill period (for EU tenders only); scores of the tenderer being notified and that of the lowest scoring successful framework member and the features and characteristics of the lowest scoring 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').

#### **4.18 Award Notices**

Following the award of contract, an award notice will be dispatched to eTenders and the Official Journal of the European Union (for EU tenders only) 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.

#### **4.19 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.

#### **4.20 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).

#### **4.21 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".

#### **4.22 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.

#### **4.23 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.

#### **4.24 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.

No payment will be processed without the inclusion of a Purchase Order Number, which must be obtained in advance of work commencement.

#### **4.25 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. Also, it is a requirement of the Contracting authority that tenderers are compliant with the Official Languages Acts (2003 & 2021).

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.

#### **4.26 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.

#### **4.27 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.

#### **4.28 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).

#### **4.29 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.

#### **4.30 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.

#### **4.31 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.

#### **4.32 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 Framework/Contracts including factors which may arise based on the withdrawal of the United Kingdom from membership of the EU.