



Ollscoil Chathair  
Bhaile Átha Cliath  
Dublin City University

## INVITATION TO TENDER

<b>Title</b>	Supply, Delivery, Installation and Commissioning of Nuclear Magnetic Resonance Spectrometry (NMR) System
<b>Procedure</b>	Open
<b>DCU Reference</b>	DCU-25033-G
<b>Issue Date</b>	Thursday 25 June
<b>Closing Date for Queries</b>	Monday 06 July at 17:00 (Irish Time)
<b>Closing Date for Tender Submission</b>	Monday 20 July 26 at 12:00 (Irish Time)
<b>Submissions and Queries via</b>	eTenders only
<b>Submission Format</b>	Responses must be uploaded as a ZIP file in order to protect the integrity of file names.



**Funding provided by the Higher Education Authority**



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# 1. General Information

## 1.1 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 DCU (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 DCU 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. DCU’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.

DCU reserves the right to discontinue the procurement process at any time.

## 1.2 Small and Medium Enterprise participation

It is the policy of DCU 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 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 DCU 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 contract on behalf of all consortia members. DCU will not act as an arbitrator between members of consortia.

### 1.3 Use of Tender Response Document

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

DCU 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.

## 2. About DCU

### 2.1 The Contracting Authority

Dublin City University (hereinafter referred to as “DCU”, “the University”, or the “Contracting Authority”) is the authority responsible for this procurement.

Dublin City University (DCU) is a leading innovative European University. It is proud to be one of the world’s leading Young Universities and is among the world’s top 2% globally. DCU is known as Ireland’s University of Impact, with a mission to ‘transform lives and societies’ and focuses on addressing global challenges in collaboration with key national and international partners and stakeholders.

DCU has over 20,000 students in five faculties spread across three academic campuses in the Glasnevin-Drumcondra area of North Dublin. Thanks to its innovative approach to teaching and learning, the University offers a ‘transformative student experience’ that helps to develop highly sought-after graduates. DCU is currently No. 1 in Ireland for Graduate Employment Rate, and for graduate income (CSO).

DCU is a research-intensive University and is home to a number of SFI-funded Research Centres. The University participates in a range of European and international research partnerships. DCU is also the leading Irish university in the area of technology transfer as reflected by licensing of intellectual property.

As a ‘People First’ institution, DCU is committed to Equality, Diversity and Inclusion - a University that helps staff and students to thrive. The University is a leader in terms of its work to increase access to education and is placed in the world’s Top 10 for reducing inequalities in the Times Higher Education Impact Rankings.

DCU’s mission is to transform lives and societies. The current DCU Strategic Plan can be found here:

[www.dcu.ie/strategy](http://www.dcu.ie/strategy)

## 3. Scope of Contract

### 3.1 Scope of Requirements under the Contract

The School of Chemical Sciences, at Dublin City University is home to a vibrant and diverse learning environment.

All our teaching and practice is informed by the state-of-the-art research conducted within the School.

Our courses cover the fundamental principles and practice of chemical, pharmaceutical, analytical and environmental sciences, built to create an outstanding and stimulating educational experience. Our students experience lab-based environments while enjoying the engagement with research active staff members.

Our degree programmes offer the skills and knowledge sought after by many industries.

Our graduates are nationally and internationally regarded by prospective employers and research bodies. We offer a supportive and innovative learning environment for students, researchers, staff and collaborators.

Please refer to Section 4 for the detailed specification of requirements.

### 3.2 Anticipated Timeline

Issue ITT	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	August 2026
Contract commencement	Nuclear Magnetic Resonance System has to be fully installed and commissioned by 31 of December 2026.


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

### 3.3 Duration of the Contract

The contract will be for a period of five years to allow for the supply and delivery of the equipment as specified in Section 4, and for the additional service and warranty options set out below.

### 3.4 Details of Options

DCU reserves the right to purchase additional warranty and service contract options from the successful Tenderer(s) throughout the effective lifetime of the equipment under the scope of



this procurement competition. Tenderers are required to provide fixed costs for additional warranty and service options as part of their tender submissions.

### **3.5 Estimated Value for the Contract**

It is envisaged that maximum spend under this contract will not exceed €455,269 excluding VAT.

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

DCU reserves the right to exclude tender submissions which exceed the maximum budget available as stated above.

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

Award of contract will be conditional upon acceptance of DCU's Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 7*) of this document.

### **3.7 Award to Runner Up**

If, following the award of a contract, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of DCU; DCU 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.

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

## 4. Specification of Requirements

### 4.1 Detailed Specification of Requirements

DCU is looking to purchase one two channel 400 MHz Nuclear Magnetic Resonance System focusing on routine throughput of research generated samples. This system will be used for chemical sample structure confirmation and reaction monitoring. The NMR system will need to be delivered, installed and commissioned at the Dublin City University, School of Chemical Sciences, XG26 Lonsdale Science Building, Glasnevin Campus, Dublin 9, D09 K20V.

**Provision of Ex-demo/Refurbished model Goods/Instrument(s) are NOT Acceptable.**

#### 4.1.1 Core Technical Requirements

Ref	Requirement
T1	The Tenderer MUST supply, delivery, install and commission one (1) x standalone 400MHz Nuclear Magnetic Resonance (NMR) system with two (2) channels. Please confirm and detail stating make, model and full specifications of proposed unit.
T2	The Tenderer MUST supply an ultra-shielded 400 MHz standard bore fifty-four (54) mm superconducting magnet including magnet stand with damping system. Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)
T3	The magnet MUST have a liquid helium hold time of equal or longer than three hundred and sixty (360) days and the refill volume MUST not exceed 120 litres.
T4	The Tenderer MUST supply a liquid helium level measurement system, including a low helium alarm/ warning system.
T5	The Tenderer MUST supply a liquid helium transfer line to refill the magnet with liquid helium.
T6	The magnet MUST have a liquid nitrogen hold time of equal or longer than fourteen (14) days.
T7	The Tenderer MUST supply a liquid nitrogen transfer line to refill the magnet with liquid nitrogen.
T8	The Tenderer MUST provide all necessary electronics and accessories to fully operate the NMR system for liquid NMR. The Tenderer MUST provide a five (5) mm double resonance broad band probe for direct X-nuclei observation with <sup>1</sup> H decoupling and/or observation. The X-nuclei range MUST correspond to <sup>19</sup> F and the broad band range of <sup>31</sup> P- <sup>109</sup> Ag.

	The probe MUST have a Z-gradient with min. 5 G/A*cm, 2H lock, automated tuning and matching, and a VT range from at least -20C to +150C.
T9	The NMR system MUST have two (2) individual RF channels.
T10	The Tenderer MUST provide RF Amplifiers to assure the correct functioning of the specified liquid NMR probe.
T11	The Tenderer MUST provide all required external RF filters. Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)
T12	The NMR system MUST provide a variable temperature control unit.
T13	The Tenderer MUST provide sample installation kits for the probe for the commissioning process of the probe.
T14	The system MUST have a sample changer with at least sixty (60) positions and be compatible with standard 5 mm NMR tubes.
T15	The Tenderer MUST provide sixty (60) five (5) mm spinners for high resolution liquid NMR tubes for sample changer.
T16	The system MUST be accompanied by a suitable computer with Windows 11 operating system including a at minimum 2TB hard drive, and a 24-inch computer screen. Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)
T17	Software for controlling the system MUST be provided and provide perpetual minimal functionality for controlling the instrument.
T18	All goods supplied in accordance with the contract MUST 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.
T19	Compliance with all relevant health and safety standards, quality assurance and analytical protocols is MANDATORY.
T20	If there are manufacturing defects known to the tenderer, they MUST identify such defects and state their policy regarding the repair of known defects.
T21	The Tenderer MUST, as part of the submission, include copies of any relevant testing or compliance certificates for the proposed equipment.

#### 4.1.2 Desirable/Optional Technical Requirements

Ref	Requirement
T22	The Tenderer SHOULD provide a means by which NMR probes with Thermocouple type 'T' sensors can be used with the NMR system.
T23	The Tenderer SHOULD provide remote monitoring of the instrument's magnet and the electronic components of the console via internet communication.
T24	The Tenderer SHOULD provide a means to automatically produce a single file archive of experimental data (.zip or similar format).
T25	The Tenderer SHOULD provide a means to automatically produce a graphical file showing basic spectrum produced by standard one-dimensional Proton and X-nuclei experiments
T26	The Tenderer SHOULD provide a Software for interpreting data that should be available for installation on end users computers, without additional cost
T27	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.
T28	The Tenderer SHOULD provide a facility to interrogate individual components of the controlling console so that investigation, error log examination, resets etc can all be undertaken by the users, preferably using a dedicated web-browser interface.
T29	Software MUST be able to export data in formats which is compatible with Excel (in .csv or .xlsx or equivalent formats) or equivalent programs.

#### 4.2 Product Service and Support

Ref	Requirement
P1	<p>Delivery must include all Shipping Charges, insurance, customs duties, and all aspects as outlined in DDP (Delivery Duty Paid) incoterms.</p> <p>Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)</p>
P2	The installation of all electrical items must be in accordance with but not limited to European standards/ regulations and all relevant amendments.

P3	<p>At least (3) years warranty <b>MUST</b> be included as part of tendered pricing, to include any repair needed to get the system back up and running, all site visits, labour, travel costs, parts and related to hardware failure.</p> <p>Detail specific inclusions and exclusions of warranty.</p> <p>Please confirm and detail and also specify what is included in the warranty options set out in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)</p>
P4	<p>Maintenance of and upgrades to software are to be included within the warranty period.</p>
P5	<p>Equipment should be installed and commissioned by <b>31 December 2026</b>.</p>
P6	<p>The equipment should be installed and commissioned in XG25, Lonsdale Building, Glasnevin Campus of DCU by an appropriately qualified engineer on an agreed date with Factory Acceptance Tests at customer site.</p> <p>Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)</p>
P7	<p>Onsite training for a minimum of 2 DCU personnel should be included after commissioning of the system in DCU to cover set up / system familiarisation, operation of the equipment, troubleshooting, maintenance, and associated software once the equipment is in place.</p> <p>Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)</p>
P8	<p>Provide details of the full list of spare parts: how long spare parts will be available, specify lead times for replacement spare parts</p>
P9	<p>The tenderer <b>MUST</b> have a dedicated specialist at their disposal and fully qualified service personnel who can respond to service calls.</p>
P10	<p>The tenderer <b>MUST</b> provide a description of the arrangements and lead times for the provision of technical support, annual service/maintenance, emergency call-out response, and spare parts (if necessary).</p>
P11	<p>Please outline the company customer service plan and your escalation policy including what process is in place for escalating a call-out, if a breakdown cannot be resolved on the first visit.</p> <p>Please detail for both onsite and remote repair.</p>
P12	<p>The tenderer <b>SHOULD</b> provide full details of service and support infrastructure. Information to be provided includes, but is not limited to, the names, telephone numbers and qualifications of contact individuals in respect of scientific, sales, technical and IT personnel available to service and support the tendered equipment.</p>

P13	The tenderer MUST provide confirmation of the availability of service and replacement parts for at least ten (10) years after installation.
P14	The tenderer MUST state when the model was introduced, when the system is likely to be superseded and for how long after purchase replacement parts will be available.
P15	Tenderers MUST provide all consumables required for training.
P16	The warranty MUST include one (1) annual preventative maintenance visit per year.
P17	<p>The Tenderer MUST state the details of any extended warranty and any associated costs. To include any repairs needed to get the system back up and running, all site visits, labour, travel costs, and parts related to hardware failure is covered.</p> <p>Detail specific inclusions and exclusions of extended warranty.</p> <p>Please include price per annum for years 4 and 5 details of coverage and maximum term of coverage.</p> <p>Please confirm and detail and also specify what is included in the warranty options outlined in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)</p>
P18	<p>Tenderer MUST state details of preventative maintenance / servicing options included to include an annual preventative maintenance visit for years 4 and 5.</p> <p>Detail specific inclusions and exclusions of preventative maintenance / servicing options.</p> <p>Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)</p> <p>If different levels of service (such as response times) for maintenance cover are available show these with costs. The scope and exclusions for maintenance cover should be made clear.</p>
P19	<p>Tenderers MUST provide an appropriate lead time and delivery plan including installation and commissioning, sign off and acceptance, from PO placement, in weeks for the required equipment.</p> <p>Give details of timeline for the lead-time to installation, commissioning and training.</p> <p>Shorter lead times are highly DESIRABLE.</p>
P20	Tenderers MUST provide an appropriate installation plan for the equipment. Give details of timeline for the lead-time to installation, commissioning and training (if applicable).
P21	<p>Tenderers MUST provide the cryogenic fluids required for the installation and commissioning of the superconducting magnet.</p> <p>Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)</p>

P22	<p>Provide details of facility requirements (if any) for delivery to DCU. This should include:</p> <ul style="list-style-type: none"> <li>• number of containers and approximate weight of each</li> <li>• any clearance requirements (if necessary).</li> <li>• requirements for Health &amp; Safety</li> <li>• requirements for site access</li> </ul>
P23	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.
P24	The tenderer MUST provide details of your contingency plans (alternative sources/routes of supply) for any delays in delivery.
P25	All instrument documentation relating to service and maintenance, parts list, and operation MUST be supplied in the English language.
P26	The tenderer MUST provide details of the effects of any regulation change, if there are any, to the purchase of these goods.
P27	Following the installation of all equipment in the relevant area, the successful tenderer will MUST fully demonstrate the correct operation of all the equipment to the satisfaction of a nominated employee.
P28	Relevant training and maintenance manuals in English MUST also be provided with the instrument.
P29	The successful tenderer SHOULD upgrade the supplied equipment to reflect any improvements or new developments that become available during the term of the contract at no additional cost to DCU.
P30	Should responsibilities performed by installation teams, training facilitators or service engineers be affected during a global crisis please outline alternative solutions that are in place from your standard operating procedures

### 4.3 Sustainability

Ref	Requirement
S1	Provide power consumption data of running the equipment in various modes of operation
S2	Provide details of approach to reducing environmental impact of service delivery (for example minimising packaging and waste)

S3	The Tenderer SHOULD remove the decommissioned existing 400 MHz system Please confirm and detail outlining costs in the Form of Tender (TRD Section 2.1 Cost Criterion – Form of Tender)
S4	Tenderer SHOULD make all reasonable efforts to minimise adverse environmental impact through efficient Transportation Management. What actions have you taken to reduce carbon production through logistical planning?
S5	Tenderers SHOULD outline measures currently in place and planned futures measures for managing energy consumption associated with this instrument.
S6	Tenders SHOULD provide details of relevant measures to maximize sustainability and reduce carbon production.
S7	Tenderer SHOULD provide green reverse logistics by removing and disposing of Packaging & Waste as required by the contracting authority, free of charge. Please provide details on other end-of-life disposal options available to DCU

#### 4.4 Contract Management

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

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

#### 4.5 Sustainability

DCU is committed to placing sustainability at the core of all the University's activities and to demonstrating leadership in our operational sustainability and is committed to understanding the impacts of all our activities and establishing science-based targets and action plans to reduce and mitigate these impacts. In our Sustainability Charter we have committed to identifying the carbon footprint of goods and services consumed by our university and to work with suppliers to reduce these.

More information is available from [www.dcu.ie/sustainability](http://www.dcu.ie/sustainability)

## 5. Evaluation

### 5.1 Selection Criteria

DCU is using the Open procedure for the award of this contact, 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.

#### 5.1.1 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.

#### 5.1.2 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 DCU 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 contract on behalf of all consortia members. DCU will not act as an arbitrator between members of consortia.

#### 5.1.3 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.

<b>General Information</b>	
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.	
<b>Financial and Economic Standing</b>	
<b>Tax Compliance</b>	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.

<b>Financial Capacity</b>	<p>(a) Confirmation that the tendering party turnover exceeded €1,120,000 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.</p> <p>(b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.</p> <p>Evidence of both statements will be required prior to the award of any contract.</p>
<b>Insurance</b>	Confirmation of the following insurances being in place:
<b>Insurance Type</b>	<b>Required Level</b>
Employer’s Liability (see notes below)	€13 million
Public Liability (see note below)	€6.5 million
Product Liability	€6.5 million
<p>Notes re Employer’s Liability</p> <ul style="list-style-type: none"> <li>• an indemnity to Principals clause must be included</li> <li>• Sole traders with no employees are not required to have this insurance</li> <li>• In the case of certain jurisdictions, alternative insurance arrangements exist (such as Government schemes)</li> <li>• The nearest currency equivalents may be accepted depending on the level of cover</li> </ul> <p>Note re Public Liability</p> <ul style="list-style-type: none"> <li>• an indemnity to Principals clause must be included</li> </ul>	
<b>Declarations</b>	
<p>Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document.</p> <p>Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.</p> <p>Complete the Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.</p>	

#### 5.1.4 Technical 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.

<b>Previous Experience</b>
Tenderers must provide information clearly demonstrating successful delivery of 3 previous comparable experience/projects, involving the features as defined in the TRD.
<b>Health &amp; Safety Management System</b>
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.

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

<b>Award Criteria</b>	<b>Weighting</b>	<b>Marks Available</b>	<b>Minimum Marks</b>
<b>Criterion A - Cost</b> Tenderers must complete the Form of Tender in the Tender Response Document	25%	2,500	Not applicable
<b>Criterion B – Fitness for Purpose of the Proposed Solution</b> Refer to Tender Response Document 3.2	45%	4,500	2,250
<b>Criterion C – Product Service and Support</b> Refer to Tender Response Document 3.2	25%	2,500	1,250
<b>Criterion D – Sustainability</b> Refer to Tender Response Document 3.2	5%	500	Not applicable
<b>Total</b>	100%	10,000	3,000

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

### 5.2.1 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	$\frac{A \times C}{B}$

### 5.2.2 Methodology for scoring Qualitative Criteria


Qualitative criteria will be scored using the following system applied to each individual qualitative weighting:

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

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

### 5.2.3 Post Tender Clarification

At the discretion of DCU, 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.

#### 5.2.4 Verification

Award of contract may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this contract 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.

#### 5.2.5 Clarification of Abnormally Low Tenders

If DCU 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 DCU in respect of all elements of the tender submission that DCU deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address DCU's concerns, may, at the discretion of DCU, result in the elimination of the tender in question based on it being considered abnormally low.

#### 5.2.6 Right to Confirm Suitability

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

#### 5.2.7 Post-Tender Negotiation

DCU reserves the right to enter negotiations with some or all Tenderers in order to refine and improve the tender(s) received in order to ensure that prices, delivery or associated terms are competitive.

Negotiations may be held on all aspects of the service under each of the published Award Criteria.

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

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

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

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

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

Phone: +353-818001459

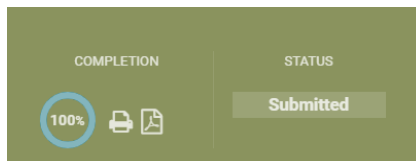
#### 6.2.1 Accessing Documents

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

### 6.2.2 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.

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

### 6.3 Queries

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

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

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

### 6.4 Extension of the Tender Deadline

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

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

### 6.5 Tender Validity Period

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

### 6.6 Discrepancies between Documents

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting

Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

A pdf version of the Invitation to 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 Qualification of Tenders and Referential Bids**

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

### **6.8 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.

### **6.9 Modifications to Tenders prior to the Closing Date of Receipt of Tenders**

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the eTenders post-box facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

### **6.10 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.

### **6.11 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.

### **6.12 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.

### **6.13 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.

### **6.14 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.

### **6.15 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.

### **6.16 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.

### **6.17 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.

### **6.18 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 Invitation to 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.

### **6.19 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 Award of Contract
- Letter of Regret
- Decision not to proceed with the Award of Contract

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’).

### **6.20 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.

### **6.21 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.

### **6.22 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).

### **6.23 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".

### **6.24 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. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

### **6.25 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.

### **6.26 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.

### **6.27 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.

## **6.28 Compliance with all Relevant Employment Law Obligations**

Tenderers shall ensure that all rates quoted for the provision of services allow for statutory deductions such as PRSI, PAYE, Annual leave/Holiday pay.

It is the obligation of the successful tenderer/s to ensure that any foreign personnel have provided them with the necessary documentation to prove that they can legally work in this country.

Prior to expiry of the agreement, if requested, the successful tenderer shall, upon the termination of this agreement for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the services as may be required by the Contracting Authority. The successful tenderer agrees to the Contracting Authority releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the services upon expiry of the Term or earlier termination of this contract for whatever cause.

Where applicable, tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

## **6.29 Consortia and Prime Subcontractors**

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships, they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this ITT the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime

Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

### **6.30 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.

### **6.31 Personnel**

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of Contracting Authority. Replacement personnel must be of equal or better standing than those of the personnel originally proposed in terms of qualifications and experience.

### **6.32 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 invitation to 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.

### **6.33 Tax Clearance**

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: [nonrestaxclearance@revenue.ie](mailto:nonrestaxclearance@revenue.ie). The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement / contract. This requirement must continue to be maintained throughout the duration of the operation of this framework agreement.

### **6.34 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).

### **6.35 Freedom of Information**

All responses to this Invitation to 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 Invitation to 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.

### **6.36 Late Payment**

The Contracting Authority operates in accordance with 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.

### **6.37 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 (“General Data Protection Regulation” (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, 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 Invitation to 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.



### **6.38 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.

Document Name	Template A - Invitation to Tender Open Procedure	 <p>Ollscoil Chathair Bhaile Átha Cliath Dublin City University</p>
Version Reference	V1.0	
Approved by	Strategic Procurement and Supply Chain Manager	
Date	1 July 2024	