



Ollscoil
Teicneolaíochta
an Atlantaigh

Atlantic
Technological
University

REQUEST FOR TENDER CONTRACT

Title:	26/337 RFT for the Supply of an Advanced Automated Biofabrication Platform
Contracting Authority:	Atlantic Technological University
Procedure:	Open
eTenders Ref:	8594853
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Submissions and Queries via:	eTenders only

Contents

1	About the Contracting Authority	1
1.1	The Contracting Authority	1
1.2	Small and Medium Enterprise participation.....	1
2	Specification of Requirements	2
2.1	Scope of Requirements under the Contract.....	2
2.1.1	General Requirements and Mandatory Requirements.....	2
2.1.2	Testing	3
2.1.3	Pricing.....	3
2.1.4	Training.....	4
2.1.5	Delivery Location.....	4
2.1.6	Warranty	4
2.1.7	Sustainability	5
2.2	Duration of the Contract	5
3	Contract Management.....	6
3.1	Contract Manager.....	6
3.2	Compliance with the Terms and Conditions of the Contract	6
3.3	Award to Runner Up.....	6
4	Selection Criteria.....	7
4.1	Use of the European Single Procurement Document	7
4.2	Relying on the standing of other Entities	7
4.3	General Declarations and Financial Capacity Requirements.....	7
5	Award Criteria	11
5.1	Methodology for calculating the Cost Score	12
5.2	Methodology for scoring Qualitative Criteria.....	13
5.3	Post Tender Clarification	13
5.4	Verification	13
5.5	Clarification of Abnormally Low Tenders	14
5.6	Right to Confirm Suitability	14
6	Instructions for Tenderers	15
6.1	Closing Date for Tenders	15
6.2	Submission of Tenders.....	15
6.3	Queries	16
6.4	Extension of the Tender Deadline	16
6.5	Tender Validity Period	17

6.6	Discrepancies between Documents	17
6.7	Formatting of Tenders / Amending Tender Documents	17
6.8	Collusive Tendering	17
6.9	Confidentiality	17
6.10	Clarification of Tenders	18
6.11	Correction of errors	18
6.12	Change in the composition of a Tender	18
6.13	Interference and Inducement to Purchase	18
6.14	Conflict of Interest	18
6.15	Publicity	19
6.16	Right Not to Award	19
6.17	Notification of Tender Evaluations	19
6.18	Award Notices	19
6.19	Policy on Personal Debriefings	20
6.20	Copyright	20
6.21	Brand Names, etc.	20
6.22	Environmental Aspects	20
6.23	Knowledge and Skills Transfer	20
6.24	Currency and Payments	20
6.25	Irish Legislation and Law	20
6.26	Anti-Competitive Conduct	21
6.27	Accessibility / Dignity at Work	21
6.28	Withholding Tax	21
6.29	Freedom of Information	21
6.30	Late Payment	22
6.31	Data Protection	22
6.32	Responsibility of Successful Party	22

Disclaimer

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

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

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

Note

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

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

Tenderers should upload their response as a Zip file on eTenders in order to protect the integrity of file names.

1 About the Contracting Authority

1.1 The Contracting Authority

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

About Atlantic Technological University

ATU was established in April 2022 through the merger of GMIT, LYIT and IT Sligo, with the subsequent integration of St Angela’s College in 2023 and is now one of Ireland’s largest multi-campus universities with over 30,000 students and more than 600 programmes from pre-degree to doctoral level and it has 8 research centres. Campuses are distributed across a large geographical region of 25,277 km², covering 36.2% of the national landmass ATU employs 2,250 staff.

As a northern and western multi-campus technological university, ATU is dedicated to enabling sustainable economic, social, and cultural development; connected to our region and with a mindset that reaches far beyond it.

As a Technological University of scale, quality and impact, the University has capacity for collaboration with international partners and ATU graduates have excellent employment potential nationally and internationally.

Further information is available at our corporate website www.atu.ie

1.2 Small and Medium Enterprise participation

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

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

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

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

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, 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. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Specification of Requirements

2.1 Scope of Requirements under the Contract

ATU seeks the supply, delivery, installation, commissioning, validation and user training of an advanced automated biofabrication platform for research and educational applications in tissue engineering, regenerative medicine, organoid development, 3D cell culture and related biomedical research. The proposed system must provide an integrated and automated platform capable of supporting advanced 3D biofabrication workflows, including bioprinting, liquid handling, robotic manipulation, automated sample handling and biological assay preparation within a single coordinated system. The system will be used in a multidisciplinary research environment involving academic researchers, postgraduate students and industry collaborators. The equipment must therefore be suitable for intensive research usage, support reproducible workflows, and operate reliably within a laboratory environment compliant with biological research standards.

The system must support current and future research requirements in:

- 3D tissue fabrication and bioprinting;
- organoid and spheroid generation;
- automated biological workflow execution;
- multi-material dispensing and deposition;
- cell-compatible low-shear dispensing processes;
- reproducible experimental workflow automation;
- drug discovery and preclinical research applications and development of New Approach Methodologies (NAMs).

The proposed equipment must be capable of operating within sterile or controlled laboratory environments suitable for biological applications and must comply with all applicable European health, safety and CE conformity requirements.

2.1.1 General Requirements and Mandatory Requirements

Mandatory Technical Requirements: The proposed system must include integrated robotic automation capability with multi-axis movement and positioning suitable for advanced biofabrication and biological workflow applications. The platform must support automated execution of complex workflows involving dispensing, transfer, positioning, deposition and coordinated process control.

The system must support multi-material deposition and dispensing within a single automated workflow and must accommodate multiple interchangeable end effectors or tool modules on the same platform. These modules must collectively enable a range of liquid handling and biofabrication operations, including single- and multi-channel liquid handling suitable for high-throughput processing of standard microplates, pneumatic syringe-based dispensing and extrusion, simultaneous dual-material or multi-material deposition, dynamic mixing during dispensing, and temperature-controlled dispensing incorporating both heating and cooling capabilities. The platform must also support concentric or coaxial deposition configurations and provide compatibility with UV-assisted curing or crosslinking processes, where applicable, thereby facilitating flexible and advanced biofabrication workflows involving a wide range of biomaterials and bioink formulations.

The equipment should provide programmable workflow scripting or equivalent advanced automation functionality to enable development and execution of customised research protocols. The system

should include controlled process parameters, including pressure, temperature and dispensing control where applicable and support compatibility with a broad range of biomaterial viscosities and bioink formulations. Integrated software for workflow design, execution, monitoring, and control should be included as standard together with data logging and process traceability functionality.

The proposed solution will be supplied as a complete operational system including all required controllers, software and essential accessories and be compatible with standard laboratory infrastructure requirements, including electrical supply.

The equipment must be CE marked and compliant with relevant European health and safety standards and must include installation, commissioning, calibration, operator training, warranty provision and technical support services.

Performance Requirements: The system should deliver high precision and repeatability in positioning, dispensing and material deposition to support reproducible fabrication of complex three-dimensional biological constructs. The equipment will maintain operational stability during extended automated workflows and support scalable and repeatable research processes suitable for multidisciplinary biomedical and tissue engineering applications. The platform will minimise the requirement for manual intervention during automated experimental procedures and must support biologically compatible operating conditions appropriate for live-cell applications and sensitive biomaterials. The system should facilitate integration with downstream analytical, imaging, or characterisation workflows where required and should support reliable and consistent execution of advanced biofabrication protocols within a research laboratory environment.

Desirable features include the ability to integrate with imaging, analytical or external laboratory automation systems to support expanded research workflows and future interoperability requirements. Additional desirable capabilities include modular expansion options through the addition of future tools, dispensing modules, or automation accessories. Systems incorporating machine vision, automated calibration, environmental monitoring, or AI-assisted workflow optimisation features will be considered advantageous. Capability for high-throughput workflow execution, co-axial or multi-channel dispensing, and enhanced process monitoring functionality will also be viewed favourably where such features contribute to improved automation, reproducibility, or operational efficiency.

2.1.2 Testing

Tenderers will be required to facilitate a test of the platform system when received from the successful tenderer prior to acceptance and will be checked and tested to ensure the equipment is completely fit for purpose.

2.1.3 Pricing

The tendered price should include the total cost of the equipment including training and delivery to the specified location (as per Section 2.1.5) and any other added value proposals included in the tender response. The contract price will be fixed. The prices of additional contracts under Options will be subject to agreement and are required to reflect appropriate discounts demonstrating a value for money solution.

It will be mandatory that Tenderers can confirm that all statutory inspections and certification of the equipment will be the responsibility of the successful tenderers.

2.1.4 Training

Comprehensive operational training must be provided for all designated personnel (up to 4 people) to ensure safe, effective and independent use of the equipment and associated software systems. Training shall include operation of the equipment, system start-up and shutdown procedures, workflow setup and execution, software operation, routine maintenance procedures, troubleshooting, cleaning procedures and health and safety requirements relevant to the system. Training must also include instruction on calibration procedures, consumable handling and best practice operation within a biological research environment where applicable. Training shall be delivered on-site at the installation location following commissioning of the equipment and prior to final acceptance of the system. The training programme must accommodate multiple users from research and technical staff groups and provide sufficient practical hands-on instruction to enable competent operation of the equipment. Tenderers should specify the duration, format and content of the proposed training programme and identify any additional optional or advanced training modules available. Supporting training documentation, user manuals, operating procedures and relevant technical materials must be provided in electronic or printed format as part of the contract.

2.1.5 Delivery Location

As part of their response tenderers must detail the estimated lead-time from the date of the order being placed to delivery on site to the Department of Analytical Biopharmaceutical & Medical Sciences- ATU Galway, Dublin Road, Galway, Ireland. Tenderers should note that it is required that the equipment is delivered on site within a maximum period of 12 weeks following receipt of a Purchase Order.

2.1.6 Warranty

The supplier will provide a comprehensive 4-year support and extended warranty package covering the equipment management system. The package should include:

1. Comprehensive equipment protection covering all repair requirements and system components
2. Replacement parts coverage for all necessary components and accessories required during the warranty period
3. No-Charge parts replacement shipping for all replacement components.
4. Labour costs included for maintenance, repairs and technical servicing throughout the contract period.
5. Global Technical Support Access providing remote assistance and service coordination irrespective of location.
6. Dedicated technical support team with a guaranteed response time of within 3 business hours for technical issues and support requests.

This support package is intended to ensure operational continuity, minimise downtime and provide full maintenance and technical assistance for the duration of the 4-year term.

The standard manufacturer's warranty must be a minimum of a (4) four years including parts, labour, and conditions including travel and accommodation, must be clearly set out in the response. The supplier is required to detail their procedure for responding to urgent requests for service and any additional value-added proposals.

2.1.7 Sustainability

The Contracting Authority is aware of its obligations to fully implement initiatives in support of green and sustainable procurement. Sustainability covers three pillars:

- Environmental (focussing on effective resource management, reducing pollution and carbon footprint)
- Social (focussing on workplace and community, equity, justice and well-being); and
- Economic (balancing economic growth with environment, community and social factors).

As part of this contract tenderers are asked to outline their initiatives for supporting the Contracting Authority throughout the life of the contract. Tenderers should outline their service delivery model which supports the Sustainability and Climate Action Agenda including for example:

- Efficiencies and energy saving initiatives to minimise carbon footprint;
- Initiatives to ensure the equipment required under the contract is analysed and designed to reflect significant enhancements of the carbon footprint and general sustainability goals of the Contracting Authority;
- Proposals for social inclusion including initiatives for community engagement and/or other initiatives
- Economic initiatives and/or other initiatives relevant to the design and delivery of the service.

2.2 Duration of the Contract

The contract will be for a maximum period of four (4) years.

2.3 Estimated Value for the Contract

It is envisaged the spend under this contract will be in the range of €250,000 to €290,000 excluding VAT.

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

3 Contract Management

3.1 Contract Manager

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 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 supplies and services required. The duties of the contract manager will include the following:

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

3.2 Compliance with the Terms and Conditions of the Contract

Award of contract will be conditional upon acceptance of the Contracting Authority's Contract Terms and Conditions and Confidentiality Agreement as appended at Appendix 1 which are loaded separately on eTenders. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

3.3 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 the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

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

4 Selection Criteria

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

4.1 Use of the European Single Procurement Document

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

4.2 Relying on the standing of other Entities

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

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

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

4.3 General Declarations and Financial Capacity Requirements

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

General Information	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Financial and Economic Standing	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	(a) Confirmation that the tendering party turnover exceeded €600K 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. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million
Cyber Security	€1 million
Declaration	
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.	

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

Technical Capacity Requirements

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	Minimum Number
Account Manager/Customer Support	2
Service Engineer	2
Previous Experience	
Tenderers must provide information clearly demonstrating successful delivery of 2 previous comparable experience/projects, involving the features as defined in the TRD .	
Tenderers must demonstrate to the satisfaction of the Contracting Authority that they have the experience necessary to supply the Supplies/Services if their Tender is successful. In order to demonstrate that the Tenderer meets this criterion, each Tenderer must submit, by completing the TRD, with its Tender. Details of two (2) reference contracts which demonstrate to the satisfaction of the Contracting Authority, the Tenderer's experience in successfully delivering the required equipment demonstrating the specific requirements set out below. Each reference contract must relate to supplies/services delivered within the 5 years prior to the deadline for submission of Tenders. Reference contracts outside this timeframe will not be considered. All of the previous contracts must: (i) Outline overall approach to delivering the requested equipment. (ii) Outline how this contract is comparable with the subject matter of the contract being tendered. (iii) Demonstrate how the proposed services were supported during the life of the reference contract Tenderers must use the table format in the TRD for their answers and must respond to each element of the table. In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at (i) to (iii) above have been met and whether the services have been successfully delivered. Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only. Reference projects internal to the Tenderer/the Tenderer's corporate group (for example, service delivery to another group company) are not permitted. The Contracting Authority may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform the Contracting Authority of the reason as to why the documentation cannot be supplied and, if the Contracting Authority	

considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, that they have the required capacity.

Health & Safety Management System

Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

Quality Assurance Management System

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.

Environmental Management System

Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the TRD.

5 Award Criteria

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

The contract 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
	25%	2,500	n/a
Title	Cost		
Description	Tenderers are required to complete the Form of Tender at section 3.1 of the Tender Response document for the purposes of evaluation.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2,000	1,000
Title	Fitness for Purpose of the Proposed Equipment		
Description	Tenderers are required to demonstrate the fitness for purpose of the proposed equipment and how they propose to meet or exceed the minimum requirements as specified at section 2.1.1 of the RFT.		
Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	15%	1,500	750
Title	Supply and Delivery Proposal		
Description	Tenderers must submit a comprehensive plan for delivery of the requirements including order management, order lead times (including any risks to achievement of this lead time), arrangements for delivery to site and provision of training requirements to relevant personnel at ATU as specified at section 2.1.2 to 2.1.5 of the RFT.		
Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	20%	2,000	1,000
Title	After Sales Service Proposal		
Description	Tenderers should outline their proposed approach to providing after-sales support for the duration of the contract. Tenderers should address the following elements in their response. - Warranty arrangements to include the following - Comprehensive equipment protection covering all repair requirements and system components - Replacement parts coverage for all necessary components and accessories required during the warranty period - No-Charge parts replacement shipping for all replacement components.		

	4. Labour costs included for maintenance, repairs and technical servicing throughout the contract period. 5. Global Technical Support Access providing remote assistance and service coordination irrespective of location. 6. Dedicated technical support team with a guaranteed response time of within 3 business hours for technical issues and support requests. This support package is intended to ensure operational continuity, minimise downtime and provide full maintenance and technical assistance for the duration of the 4-year term. The standard manufacturer's warranty must be a minimum of a (4) four years including parts, labour, and conditions including travel and accommodation, must be clearly set out in the response. • Procedure for responding to urgent requests for service • Additional training • Any additional value-added proposals.		
Criterion E	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1,000	500
Title	Contract Management Proposal		
Description	Tenderers should outline their proposed contract management arrangements for the duration of the contract as specified at section 3.1 of the RFT. Note: This criterion will be evaluated in its totality.		
Criterion F	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1,000	500
Title	Proposals for Supporting a Sustainable Service Solution		
Description	Tenderers should outline their service delivery model which supports the Sustainability and Climate Action Agenda as specified at section 2.1.7 of the RFT. Note: This criterion will be evaluated in its totality		

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.

5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

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

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

5.2 Methodology for scoring Qualitative Criteria

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

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

5.3 Post Tender Clarification

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

5.4 Verification

Award of contract 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.

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 Instructions for Tenderers

6.1 Closing Date for Tenders

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

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

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

6.2 Submission of Tenders

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

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

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

Accessing documents and Formal Association with Competition

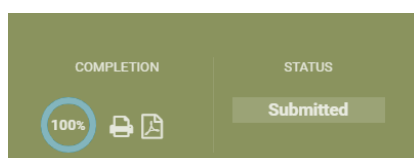
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system;
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID

- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop-down menu
- (e) Complete the “Association with the CfT” tab.
- (f) This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Response

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



If you do not receive a message similar to above to the email inbox of the person who uploads the response, you have not submitted your response in accordance with the formal rules of the system.

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

PLEASE UPLOAD YOUR RESPONSE AS A ZIP FILE TO PROTECT THE INTEGRITY OF FILE NAMES.

6.3 Queries

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

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

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

6.4 Extension of the Tender Deadline

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

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

6.5 Tender Validity Period

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

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenders / Amending Tender Documents

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

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

6.12 Change in the composition of a Tender

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

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

6.13 Interference and Inducement to Purchase

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

6.14 Conflict of Interest

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

July 2026

6.15 Publicity

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

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

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

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

Potential outcomes can be:

- Establishment of 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’).

6.18 Award Notices

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

6.19 Policy on Personal Debriefings

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

6.20 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts. ATU would request that any delivery and haulage of goods to its campuses is undertaken by zero emissions vehicles where possible.

6.23 Knowledge and Skills Transfer

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

6.24 Currency and Payments

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

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

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

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

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

6.30 Late Payment

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

6.31 Data Protection

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

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

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

6.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including supply chain and related risk factors.