



Comhairle Cathrach na Gaillimhe
Galway City Council

Request for Tenders
Single Party Framework for the provision
of Heat Pump and Ventilation servicing
and maintenance

Tender procedure: Open procedure

Tender Deadline: 10/08/2026. 12pm

Contents

1	Introduction	4
2	Instructions to Tenderers.....	6
2.1	Important Notices	6
2.2	Compliant Tenders	7
2.3	Services Contract.....	8
2.4	Acceptance of RFT Requirements.....	8
2.5	Consortia and Prime / Subcontractors	8
2.6	Tender Submission Requirements	8
2.7	Queries and Clarifications	9
2.8	Tendering Costs.....	9
2.9	Confidentiality.....	10
2.10	Pricing.....	10
2.11	Environmental, Social and Labour Law	10
2.12	Publicity.....	10
2.13	Registrable Interest	11
2.14	Anti-Competitive Conduct.....	11
2.15	Industry Terms Used in this RFT	11
2.16	Freedom of Information	11
2.17	Tax Clearance.....	12
2.18	Conflicts of Interest	12
2.19	Withdrawal from this Competition.....	12
2.20	Site Visit	12
2.21	Insurance	12
2.22	Samples	13
3	Part 3: Selection and Award Criteria.....	14
3.1	Compliant Tenders	14
3.2	Selection Criteria- Pass/Fail	16
3.2.C	- Previous Contracts	17
3.3	Award Criteria	17
3.1.1	Methodology for Calculating Scoring of Qualitative Criteria	19
3.4	Presentation of Proposals	20
3.5	Standstill Period	20
3.6	Return of Signed Contracts	20
4	Appendix 1: Specifications	22
5	Schedule A: Data Protection	27
6	Schedule B to the Confidentiality Agreement: Data Protection	28

1 Introduction

1.1 Galway City Council (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the supply of the Services as described in Appendix 1 to this RFT (the “Services”).

1.2 In summary, the Services comprise: Galway City Council wishes to establish a Single Party Framework and invites tenders for a term maintenance contract covering annual servicing and reactive repairs for heat pumps and specialist ventilation systems across social and traveller housing. The contract requires a 24-hour response and digital service reporting via 'Addjust'. Tenderers must provide evidence of F-Gas Category 1 certification, manufacturer-specific competence, and mandatory MAPA safety training for all staff. All works are subject to a €500 repair approval threshold, and external fixings must meet the Grade 5 (316 Stainless Steel) coastal durability standard.

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

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

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

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

1.3 NA

1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of one year (“the Term”)

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to one year (1) with a maximum of three (3) such extension or

extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law. **Total four (4) years**

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Contract is estimated **€500,000** (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, 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 Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contract that may result from this Competition.

2 Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "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"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data 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 RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below 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.gov.ie 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.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, Services and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, Services and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
 - (i) the information contained in it continues to be correct; and
 - (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out within this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

- 2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 2 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in TRD, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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 RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity 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 will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds

vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox.

In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

- 2.6.2 Tenders must be received not later than per etenders notice date and time (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. **Queries will be accepted no later than per etenders notice time and date** otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

- 2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or participation in field trials (if any) will be borne exclusively by the Tenderer.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 8 months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services supplied under this RFT shall be made subject to and in accordance with the Services Contract at Appendix 2 to this RFT.
- 2.10.6

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

In the performance of any Services Contract awarded, the successful Tenderer(s), and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.12 PUBLICITY

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its a decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately, via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 Not used!

2.20.2 Not used!

2.21 INSURANCE

- 2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million

- 2.21.2 By signing the Tenderer's Statement , Tenderers confirm, that if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1 (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above . A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

- 2.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:
- (a) immediately advise the Contracting Authority of any material change to its insured status;
 - (b) produce proof of current premiums paid upon request;
 - (c) produce valid certificates of insurance upon request.

2.22 SAMPLES

- 2.22.1 Not used!

2.22.2

2.22.3

2.22.4

3 Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

- 3.1 Only those Tenderers who have:-
- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
 - (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
 - (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

If you intend to subcontract any part of the Contract but are **not** relying on that subcontractor's capacity to meet the Selection Criteria (Section 3.2), each proposed subcontractor must still submit a separate eESPD. They only need to complete the specific sections outlined in Section 2.D of the project's eESPD.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form in TRD;

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of Services, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of Services, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA- PASS/FAIL

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid 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, their economic and financial capacity.

Turnover	(a) Confirmation that the tendering party turnover exceeded €100,000 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. (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.
-----------------	---

3.2.B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

Tenderers must submit evidence within their technical response that all personnel/engineers assigned to the delivery of this contract hold a valid F-Gas Category 1 Certification, manufacturer-specific training records for the primary brands listed, and up-to-date MAPA (Management of Aggressive Potential Athletes) safety training.

3.2.C - Previous Contracts

<u>Previous Contracts / Experience</u>
Tenderers must provide information clearly demonstrating successful delivery of three (3) previous comparable contracts / experience, involving the features as defined in Appendix 1 of this RFT

3.3 AWARD CRITERIA

3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Criterion A		Weighting	Maximum Marks	Minimum Marks Required
		40%	400	NA
Title	Cost			
Description	All rates tendered must be in Euro and must be inclusive of all ancillary costs, costs /expenses for the Tenderers.			
Criterion B		Weighting	Maximum Marks	Minimum Marks – 50%
		30%	150	75
Title	Approach and Methodology			
Description	Tenderers must describe their proposed methodology for delivery of services. In your response you should address the following (but not limited to) • 24-Hour Response timeframe • Digital reporting via the '+Adjust©' system. • Tenant Safety & Access: Describe your protocols for working in occupied homes, including staff training in Conflict			

	Resolution/Customer Care and adherence to the 3-attempt access policy (including Photo ID and Calling Cards). Please note: There is a page count limit for this criterion. 3 A4 pages font 12. If you exceed the page count limit, only the 1st three (3) pages will be evaluated.		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	30%	150	75
Title	Resources		
Description	Tenderers must demonstrate how their proposed team has the range of expertise and experience to meet the needs and requirements of Galway City Council having regard to the requirements of this contract and the environment in which Galway City Council operates. Please note this criterion will be evaluated as a whole. Tenderers are required to – 1. List the service delivery team (including the Client Relationship Partner) who it is proposed will be directly involved in delivering the required services. 2. Describe the role of each person on the team. 3. Provide a narrative, which describes the suitability of the resources it is proposed will be directly providing the services. Tenderers must highlight why the size/composition of the team is of benefit to Galway City Council. The page count for the above sections is 1,2,3 is two A4 pages font 12. 4. Complete and submit a Biographical Summary Template (format included in the Tender Response Document) for each member of the service delivery team whom it is proposed will deliver the services, clearly identifying their level of expertise and experience. Your team members should have experience and certification for the following heat pumps: Mitsubishi, Daikin, Samsung, and Hitachi units Each Biographical Summary Template must not exceed 2 x A4 pages.		

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

3.1.1 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive 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 – strongly supported.
70 – 79%	Very good Service	A very good Service response demonstrating Service understanding offering assurance to client – fully supported.
60 – 69%	Good Service	A good Service response demonstrating Service 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		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and classified as inadmissible.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and classified as inadmissible.

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

Note: where there is a tie-break, the economic operator with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the

economic operator with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the quotation process.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form in TRD (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2 (a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 (b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate to the Contracting Authority no later than seven calendar days from the date of expiry of the Standstill Period unless notified

otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

4 Appendix 1: Specifications

SERVICES SPECIFICATION

Annual Servicing and Maintenance of Heat Pumps and Specialist Ventilation Systems

A. INTRODUCTION

This specification sets out the requirements for the Annual Planned Preventative Maintenance (PPM) and Reactive Repair of Heat Pump systems and Specialist Ventilation systems (MVHR/DCV) across the Social Housing stock. The goal is to ensure system longevity, energy efficiency, and compliance with F-Gas regulations and manufacturer warranties.

B. PROJECT OVERVIEW AND SCOPE OF WORKS

B.1 SCOPE OF WORKS

Galway City Council currently has approximately 400 heat pumps within its social housing stock, broken down by manufacturer as shown below. More heat pumps will be added to the list below in the coming years as Galway City Council acquires more new properties and moves away from fossil fuel heating systems in line with our Climate Action Plan

Brand	Number of Heat Pumps in Galway City Council Housing Stock
Bosch	1
Daikin	43
Firebird	10
Fujitsu	2
Hisense	25
Hitachi	59
Joule Air to Water	58
Joule/Samsung	58
LG	10
Mitsubishi	124
Nilan Compact P	2
Panasonic	2
Vokera Air to Air	2
	396

These Contractor will be required to provide annual servicing and ad hoc repairs in response to call outs. The Contractor shall provide all labour, materials, and specialized equipment to service the following systems as categorized in the Pricing Schedule:

- **Japanese & Korean Heat Pump Systems:** Mitsubishi Electric (Ecodan), Daikin (Altherma), Panasonic, Samsung (EHS), and LG.
- **Domestic & UK Heat Pump Systems:** Grant (Aerona), Worcester Bosch, and Vokera.
- **Specialist Ventilation Systems:** Mechanical Ventilation with Heat Recovery (MVHR) and Demand Controlled Ventilation (DCV).

Standard Service Requirements include, but are not limited to:

Full system diagnostic and cleaning of evaporators/condensers.

Checking of refrigerant charge and leak testing (F-Gas compliance).

Testing of expansion vessels, circulating pumps, and 3-way valves.

Ventilation Specifics: Cleaning of heat exchange cubes, replacement of filters (G4/F7 grade), and validation of flow rates.

B.2 REPAIRS DURING SERVICE & COMPONENT SPECIFICATIONS

Where a fault is identified during service, repairs must be carried out using Original Equipment Manufacturer (OEM) parts. Substitutions are not permitted without prior written consent from the Council.

- Compressors: Must be replaced by F-Gas Category 1 certified engineers.
- PCBs/Control Boards: Must be configured to the specific property heat loss parameters.
- Coastal Protection: Due to the corrosive environment, all external fixings or brackets replaced must be Grade 5 (316 Stainless Steel) to prevent marine-grade corrosion.

B.3 CALL-OUTS AND REPAIRS ON AN AD-HOC BASIS

The successful Tender shall be required on an ad-hoc basis provide repair services to heat pumps and mechanical ventilation systems during working hours (9am-5pm), evening, weekend and the Christmas holiday period. This shall include:

- Call out response times shall be in accordance with the requirements set out in Section B.5 below.
- The call out rate shall include the first hour of labour.
- The successful Contractor shall provide an out-of-hours mobile phone number for the Galway City Council on-call foreman to contact
- During out-of-hours, Galway City Council's on-call foreman will contact the successful Contractor on the designated number to be provided by the Contractor. A follow-on text with tenant details will be provided and any other relevant info.
- For call outs during working hours, the Contractor's designated number will be called by a member of the Galway City Council maintenance team (e.g. foreman/engineer) and a follow-on on email will be provided with the relevant details.
- Reports on findings of all call-outs shall be sent to Housingmaintenance@galwaycity.ie, the designated email address for Galway City Council.

B.4 CONTRACTUAL FRAMEWORK

The contract duration is 24 months with 2 one-year extensions option. All units must receive one full service every 12 months.

B.5 PRICING & RESPONSE TIMES

The Contractor must adhere to the following response windows:

Priority	Description	Response Target
1 (Emergency)	No heating/hot water or major leak	4 Hour Response
2 (Urgent)	System fault but heating/hot water partially available	24 Hour Response
3 (Routine)	Minor component failure or ventilation noise	5 Working Days

B.6 DOCUMENTATION & APPROVAL WORKFLOW COMMUNICATION

No specialist repair (beyond the standard service) exceeding €500 shall proceed without a Digital Quote and written approval.

To record the works carried out to each property and copies of the certs, GCC will be providing licenses for a mobile device inspection application called +AddJust©. Within this application, the Contractor technician/engineer shall complete an online service report of each dwelling once work is completed. This shall include the following non-exhaustive list of reporting fields (for both Indoor and outdoor units);

- Property
- Model Name
- Rating
- Serial No.
- Date of Commissioning
- Date of Service
- Next Service Due date
- F-Gas results, and
- temperature differentials

Within this inspection report the Contractor will be required to take photos of the works completed as well as photos of any hardcopy service checklists completed for the property. The application will generate a report which will be automatically sent to GCC and which will update GCCs database.

To use +Addjust© the Contractor service technician/engineer will need to download the application to the Contractor mobile device. Compatible operating systems are Android© via the Google Play Store©. Each device is to have minimum of a 12 megapixel camera.

The Contractor technician/Engineer will be responsible for:

- Means of accessing the internet, through mobile broadband or other suitable and secure means.
- All aspects of security of the device (anti-virus and malware, disk encryption and log-on security) and that the proposed hardware systems and operating systems have reliable and robust security features in place. This may be assessed by GCC to ensure it is sufficient.
- Protection of the mobile device (from loss, theft or damage).

Training on the use of the Addjust platform will be provided by Addjust following tender award. Those operating Addjust on mobile devices shall be required to:

- Use the equipment solely for work purposes and use only as instructed.
- Use the equipment according to Health and Safety guidelines and keep the equipment suitably protected.
- Demonstrate safe and responsible work habits to avoid injuries, damage or loss of data or equipment.
- Upload the data daily or at such an interval as agreed between the Contractor and GCC.
- Report immediately if a device has been lost or stolen or if data has been compromised in any way. The Contractor will then immediately inform GCC. The Contractor will act as directed by the GCC and/or the Data Protection Commissioner in resolving and remedying issues that arise as a result.

C. WORKS SPECIFICATIONS AND STANDARDS

C.1 PRODUCT STANDARDS & WORKMANSHIP

All work must comply with:

I.S. EN 378: Refrigerating systems and heat pumps – Safety and environmental requirements.

F-Gas Regulation (EU) 517/2014: Mandatory for all refrigerant handling.

I.S. EN 13141-7: Performance testing of components/products for residential ventilation.

NSAI Agrément: All units and replacement components must hold current certification for the Irish climate.

CE Marking: All units and parts must be CE Marked and comply with the ErP Directive 2009/125/EC.

Code of Practice: All works must follow the Manufacturer's Service Code of Practice.

C.2 TENANT ACCESS PROTOCOLS

A minimum of 3 attempts must be made to gain access. The second attempt must be via a 'Calling Card'. Contractors must carry Photo Identification at all times.

C.3 PLANT & ACCESS EQUIPMENT

Standard service rates must be all-inclusive of standard ladders and basic access gear. Where specialized Mobile Elevating Work Platforms (MEWPs) or scaffolding are required due to site constraints, these works must be pre-authorized in writing by the Council. Costs for such equipment will be paid strictly in accordance with the fixed, competitive day/hire rates submitted by the Contractor in Section five of the Pricing Schedule. No markup or ancillary charges will be permitted outside of those declared rates.

C.4 WASTE MANAGEMENT

All hazardous waste (refrigerants, old compressors, saturated filters) must be disposed of at a licensed facility. Waste Transfer Notes must be provided upon request.

D. FINAL HANDOVER & WARRANTY

- Service Warranty: All repair works must carry a 12-month warranty.
- Parts Warranty: Manufacturer warranties must be passed directly to the Council.
- Commissioning: Following repairs, systems must be re-commissioned to original design settings to maintain SCOP levels.

5 Schedule A: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

6 Schedule B to the Confidentiality Agreement: Data Protection

[complete when completing the Confidentiality Agreement]

Processing, Personal Data and Data Subjects

4. Processing by the Contractor
 - 4.1 Subject matter of processing
 - 4.2 Nature of processing
 - 4.3 Purpose of processing
 - 4.4 Duration of the processing
5. Types of personal data
6. Categories of data subject

End of Document