

OPEN PROCEDURE

CALL FOR TENDER FOR A CONTRACT

RECOMMENDED FOR OVER €50k & BELOW NATIONAL THRESHOLD

Scope of Contract	
Provision of Consultancy Services for a District Heating Feasibility Study for Carlow County Council	
Procedure	
Open Procedure – National Level	
Key Dates	
Issue Date	“As per e-tenders notice”
Closing Date for Queries	14 days before latest time for receipt of tender.
Closing Date for Tender Submissions	“As per e-tenders notice”
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only
Please note that information relating to this Call For Tender (CfT), 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. This Call For Tender (CfT) shall be interpreted in a manner consistent with Irish and EU rules on public procurement. The Contracting Authority has provided a Tender Response Document (TRD) as a separate document for Tenderers to use in preparing their response to this Tender. This document and format must be used.	

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Carlow County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website www.carlow.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 the contract. 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 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

To procure a competent engineering consultancy to develop a feasibility study on the potential for district heating for Carlow Decarbonisation Zone.

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue CFT	"As per e-tenders notice"
Closing date for Queries	14 days in advance of latest time for receipt of tender
Closing date for Receipt of Tenders	"As per e-tenders notice"
Award decision	Within 2 months

The CA will not issue supplemental information 8 days before latest time for receipt of tender. The dates provided above are estimates at the time of publication of the Call for Tender.

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

2.4 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

2.5 Award to Runner Up

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the 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.

3 DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority proposes to engage in a competitive process for the award of a contract as specified hereunder.

3.1 Specification

Introduction

Carlow County Council wishes to explore the potential for the use of district heating in the Carlow Decarbonisation Zone. Ireland's 2021 Climate Action and Low Carbon Development (Amendment) Bill commits Ireland to reducing greenhouse gas emissions by 51% by 2030. Nationally, the Climate Action Plan aims to deliver 2.7 Terawatt hours (TWh) of district heating by the year 2030, representing around 10% of heat demand in the country. The Heat (Networks and Miscellaneous Provisions) Bill 2024, due to be signed into legislation in 2025 will establish a centrally-planned approach to support the development of district heating in Ireland.

Carlow County Council has adopted its Local Authority Climate Action Plan (LACAP) for the next 5 years, and it is the policy of the Contracting Authority to investigate "potential for the further integration of climate action and spatial planning across the policy areas of land use and transportation policy, energy efficiency, renewable energy sources and infrastructure (and) district heating...".

District heating is specifically mentioned as an action under Pillar 5 Sustainability & Resource Management, Action SRM1.10

"Carry out a feasibility study to identify the logistical, financial, planning, environmental and market challenges of a proposed district heating project in Carlow. ensuring the study has appropriate regard to planning and environmental

The spatial area of the Decarbonisation Zone (DZ) selected for Carlow comprises of the District Electoral Division (DED's) of Carlow Rural, Carlow Urban and Graiguecullen Urban. The River Barrow is the second longest river in Ireland, at 192km and Special Area of Conservation (SAC). It is of significant historical and environmental importance to Carlow Town. Figure 1 outlines the boundary of the Carlow DZ.

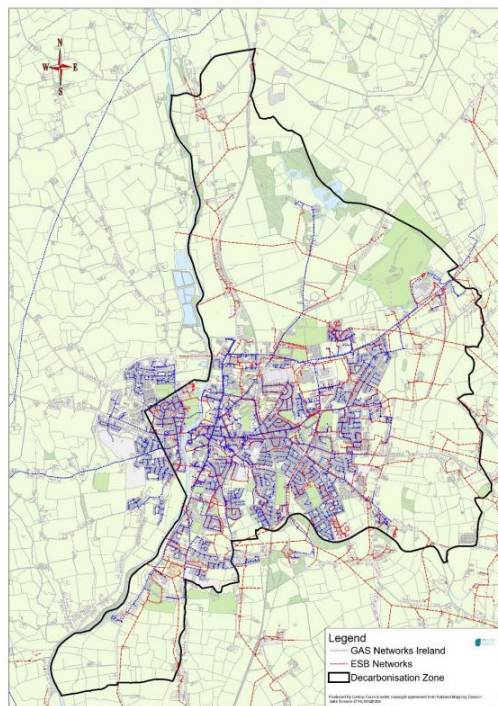


Figure 1: Geographic Boundary of Carlow Decarbonisation Zone

It is this DZ boundary area that will be the subject of this independent District Heating Feasibility Study.

Client

The Client for this Independent District Heating Feasibility Study is Carlow County Council. Within Carlow County Council, an internal steering group has been established to guide the development of the associated scope of works and to support the successful consultant/consortium. This steering group is outlined in the table below:

Carlow County Council District Heating Steering Group	
Director of Service	Pádraig O'Gorman
Senior Executive Officer	Liam Carroll
Climate Action Co-ordinator	Jannette O'Brien
CAO	Mark Clancy
Energy & Facility Manager	Mick O'Toole
SEE	Noel Dillon
A/SEO	Tadhg Madden

SEO	Barry Knowles
SEO	Fiona Byrne

Supporting Documentation

- SEAI District Heating Feasibility Study How to Guide (SEAI, 2024)
- SEAI District Heating Feasibility Study Template (SEAI, 2024)
- Carlow County Council Pre-Feasibility Position Paper (Carlow, 2026)

Works Required

The works that are required by Carlow County Council aligns with the six priority areas outlined in the supporting document “Pre-Feasibility Position Paper”. This work is divided into 6 No. Work Packages as follows:

District Heating Feasibility Study – Work Packages	
Work Package 1	Pre-Screening of Different Areas in Carlow DZ
Work Package 2	Stakeholder Engagement and Data Acquisition
Work Package 3	Heat Demand Profile
Work Package 4	Heat Source Profile
Work Package 5	Accurate Costing
Work Package 6	Non-Technical Elements

The detailed tasks of each Work Package are outlined below:

Work Package 1 – Pre-Screening of Different Areas in Carlow DZ

1. Engage with key members of the District Heating Steering Group and other Council Departments, including but not limited to Heritage Officer and Planning Professionals to understand where new district heating networks would be best developed considering limitations such as measured width and alignment of roads, areas of major growth and regeneration, areas of conservation, archaeological or environmental significance etc.
2. Review the overall Decarbonisation Zone boundary of Carlow in the context of District Heating viability, using Irish District Energy Association (IrDEA) Heat Atlas, SEAI District Heat Map, and the Euro Heat and Power waste heat map but also considering the heritage and archaeological preservation restrictions in the zone.
3. Propose a set of criteria and scoring mechanism, based on best practice and referenced supporting material to establish a methodology tool for ranking various proposed areas against each other. Criteria to include but not limited to heat density, district heating potential (high level), physical road restrictions, conservation restrictions, archaeological restrictions, environmental restrictions etc.

4. Using this tool, qualitatively and quantitatively evaluate and provide recommendation for either one or multiple areas of Carlow DZ to focus the remaining scope of work associated with the District Heating Feasibility Study, i.e. this screening exercise may result in a recommendation to carry out feasibility studies on several small district heating systems in the town, rather than one large district heating system or it may identify one “black spot” where district heating construction will never be possible, with all other surrounding areas viable.
5. Present the findings of Work Package 1 to the wider District Heating Steering Group who will review, discuss and approve the next stage of the project.

Work Package 2 – Stakeholder Engagement and Data Acquisition

1. The consultant/consortium will develop a Stakeholder Engagement Strategy. This strategy will be a key enabler of a successful district heating feasibility study and considerable time will need to be allocated to this task of stakeholder engagement as Carlow County Council are keen to acquire “real” heat data as a basis of this study.
2. In this Stakeholder Engagement Strategy, the consultant/consortium will identify key stakeholders on the “heat demand” side of a future network. These will include anchor clients who will have significant heat demand and other clients that may have medium to low heat demand.
3. The Stakeholder Engagement Strategy will be presented to the District Heating Steering Group who may be able to provide contact details for some of the stakeholders identified to support the Consultant/Consortium in engaging with the right people in these organisations identified.
4. The Stakeholder target for the Consultant/Consortium will be that at least 30 No. buildings with an annual demand of at least 4GWh/year of heat demand will participate in the feasibility study. “Letters of Support” for this District Heating Feasibility Study and a commitment to supply the required data at data acquisition stage will be provided.
5. Data acquisition from Stakeholders in the form of real data, i.e. 12 months of utility bills, GPRO data, BMS data logging of heat and or heat metering data (if available) for each site with data from multiple plant rooms on large anchor sites if campus based.
6. Data acquisition from Stakeholders in the form of existing boiler/heating system, size (kW), age, efficiency, heating schedule etc. to create a heat load profile (kW) as well as the heat demand profile (kWh).
7. Note, if a residential housing estate is identified as a potential stakeholder, the stakeholder will be the Residents Association or Local Authority (if social housing). Bill data collection is not necessary from individual houses – an estimate based on house size, age of construction etc. can be employed as an alternative.

Work Package 3 – Heat Demand Profile

1. It is acknowledged by the District Heating Steering Group that much of the data acquisition will result in either monthly data or daily data (from GPRO) at best in the form of utility consumption data kWh. Hence, the importance of collecting information at each stakeholder site (plant room) to estimate the heat load.
2. Create a model of heat load for each stakeholder site, using weather data (Met Eireann or other) ideally hourly of each stakeholder which will aggregate to output into an overall picture of heat load profile (hourly) and will be calibrated against the bill data from a sanity check perspective.

3. Other information that can be learned from plant room assessments at each site is the hot water operating temperature requirement, the size of new heat exchangers, the precise location of plant room for access etc.
4. A high-level heat demand network with an estimation for pipework length and sizing and distribution layout will start to become evident as well as a location for a potential Energy Centre.

Work Package 4 – Heat Source Profile

1. Upon initial review of the SEAI Candidate Map of Carlow DZ, there appears to be no significant waste heat sources from industry, data centres or wastewater treatment. However, an assessment of all potential waste heat sources should be carried out by the Consultant/Consortium and include any plans for future industry that may have waste heat.
2. Upon initial review of previous studies, heat pumps (air, geothermal, river), biomass, biomethane, anaerobic digestion and all alternative sustainable energy fuels should be assessed as a potential heat source. This assessment should be carried out by the Consultant/Consortium and include any reference to future market that may currently be under development and offer a supply of sustainable alternative fuel.
3. Following on from the assessment of waste heat sources and supply of sustainable alternative fuels, the consultant/consortium should identify a preferred source or several sources for further evaluation. The consultant should target a minimum share of 75% from renewable energy, 75% from waste heat, or 75% of a combination of both, to supply the network.
4. Based on the geothermal borehole drilling completed by SETU, the consultant/consortium should make a recommendation regarding further drilling and data collection. The consultant/consortium will be expected to develop a scope of works for this drilling and manage the procurement of specialist contractors to complete this work.
5. Supplementary heat sources may include but are not limited to Biomass, CHP (anaerobic digestion) and any other sustainable alternative / low carbon fuels the Consultant/ Consortium would like to include. It is suggested that 3No. different heat source combination options are put forward for accurate costing and life cycle costing in Work Package 5 – Accurate Costing.
6. Various combinations of heat sources will be modelled and provided as input into Work Package 5 – Accurate Costing, to be compared by the Cost Advisor using Life Cycle Costing, to ensure that the best combination of heat sources is put forward into the business case development.

Work Package 5 – Accurate Costing

1. Using the data, analysis and outputs from Work Packages 1-4, a Quantity Surveyor or Cost Advisor should be able to apply an investment cost and an O&M cost to this infrastructure project that can be relied upon for preliminary business case development.
2. As outlined in Work Package 4, at least 3No. different heat source combinations should be presented and a Life Cycle Costing (including O&M), carried out to ensure the best VFM heat source combination is selected for a future business case and detailed design.
3. The cost of the District Heating network will include all key works such as the cost of the pipework (estimated diameter and length provided from heat demand analysis),

the pipework associated with the heat source (estimated diameter and length provided from heat source analysis), the Energy Centre construction, the heating system combinations i.e. size and quantity of heat pumps, size and quantity of biomass boiler etc., the size of heat exchangers that will be integrated into plantrooms of each anchor clients and other clients and associated control.

4. The cost of the District Heating network will also include all enabling works (technical and non-technical) such as civil, mechanical, electrical and automation works as well as planning, regulatory, legal, environmental actions required.
5. A risk assessment will be carried out including sensitivity analysis of anchor load characterisation and the impact on the overall District Heating Study viability if certain anchor load clients dropped out at a later project development stage of project.
6. Carry out a cost benefit analysis of this district heating network for decarbonising Anchor Client sites and other Client sites versus other low carbon technologies such as decarbonising at an individual building level using individual heat pumps (including both air source or ground source), biomass units, etc. – low carbon counterfactual heating alternative.
7. Conduct a quantitative evaluation of the expected carbon emission reductions, energy savings (MWh) and (€) and renewable energy production (MWh) from this district heating network in Carlow DZ.
8. Carry out an NPV calculation over 40 years assuming a future capital grant support of 50% including all O&M costs.

Work Package 6 – Non-Technical Elements

1. Once the technical analysis and initial costs/risks are understood, the non-technical elements need to be considered, outlined in the table below, in terms of the Irish market at the point of publication of this District Heating Feasibility Study.

Non-Technical Elements of District Heating in Carlow DZ	
Governance and Ownership from a Management Perspective	Who is going to fund this project? Where will the money come from? Will there be incentives from the SEAI? Who owns this new utility? Who will operate and maintain new utility? Who will bill anchor clients? What does the funding model look like?
Establishing the “why” or business case for Anchor Clients and other Clients	How much will it cost for the anchor clients to connect? How much will the ongoing operating cost for the anchor clients be €/kWh?

	How will clients be billed (heat metering data quality concerns)? What incentives exist for anchor clients to switch over?
Establishing the “why” or business case for Owner / Operator	Balanced approach to supply / demand connections? Required commitment / contract duration with anchor clients and other clients? Required contract terms and conditions that anchor clients and other clients must adhere to? Understanding of the scale of clients required to get return on investment / payback?
Regulatory / Legal Aspects / Environmental – specific to Carlow DZ	River Barrow Special Area Conservation restrictions Carlow Special Protection Area restrictions River Barrow Discharge Licencing restrictions (could inhibit geothermal) Legal impacts on LA regarding land ownership, planning permission, public/private roads and boundaries that network might interface with. Carlow Architectural Conservation Areas restrictions.

2. Carrying out initial Strategic Environmental Assessment (SEA) screening on proposals emanating from this feasibility study.
3. Carrying out initial Appropriate Assessment (AA) screening on proposals emanating from this feasibility study.
4. Evaluation of all environmental risks, (not limited to table above) associated with the implementation of a district heating network.

Programme and Programme Management

It is envisaged that this District Heating Feasibility Study will take 1 year to complete. The Consultant/Consortium will attend a regular meeting monthly, or more frequently if deemed necessary by the Consultant/Consortium, with the District Heating Steering Group within Carlow County Council. Consultants can use their discretion, in terms of the Work Package descriptions above, regarding the number of sub-meetings and workshops that will be required to deliver the project.

The final deliverable will be the compilation and reporting on key findings from each of the six Work Packages outlined above and the publication of the District Heating Feasibility Study for Carlow DZ.

Work Packages 1-6 is an outline brief for the feasibility study which will form a basis for development by the successful Tenderer. The proposals will address any evolving needs, further requirements, constraints, and opportunities which may arise.

It will be necessary for the successful Tenderer to ensure that the final district heating feasibility study report complies with the requirements of the guidance documents prepared by the SEAI District Heating Centre of Excellence.

The table below anticipates the length of time that will be required to complete each Work Package:

Work Package	From (Month)	To (Month)
WP1 Pre-Screening of Different Areas in Carlow DZ	0	2
WP2 Stakeholder Engagement and Data Acquisition	2	8
WP3 Heat Demand Profile	2	8
WP4 Heat Source Profile	2	8
WP5 Accurate Costing	8	11
WP6 Non-Technical Elements	8	11
Final Report	-	12

3.2 Duration

The Contract will be for a period of one [1] year.

The Contracting Authority reserves the right to extend the Contract, with agreement from consultant, subject to satisfactory performance, budget availability and ongoing business needs.

3.3 Contract Management

The Contracting Authority requires Tenderers to nominate a dedicated Contracts 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 Contracts and be responsible for the

satisfactory delivery of the services required. The duties of the Contracts 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.

NOTE: Tenderers will note that Contract Management activities will be non-billable.

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. To demonstrate a Tenderers' 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

Small and Medium Enterprises (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, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document (TRD). The criteria and rules outlined below are assessed on a pass/fail basis.

Failure to comply with the requirements will result in your 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.	
Declarations	
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document (TRD). • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document (TRD). Where Tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.	
Financial	
Tax	Confirmation that the Tenderer / all parties associated with the Tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners and in their country of establishment.
Turnover	(a) Confirmation that the tendering party turnover exceeded €200,000 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.
Insurance	Confirmation of the following insurances being in place: ▪ Employer's Liability: €13 million ▪ Public Liability: €6.5 million ▪ Professional Indemnity: €1m

4.4 Technical Capacity Requirements

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

Quality Assurance Management System

Tenderers must provide information which demonstrates a commitment to quality assurance and provides details of quality assurance policies and systems and whether third party certified. Please provide details in the Tender Response Document (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 Tender considering the following Award Criteria and weightings.

Any Tender receiving less than the minimum marks required will be excluded from further consideration. Those Tenderers who have not been excluded will then have their fee proposal assessed. Please note that the maximum marks available are 1,000.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	30%	300	N/A
Title	Cost Criterion		
Description	Please complete the Quotation Form provided in the Tender Response Document (TRD).		

Criterion B	Weighting	Maximum Marks	Minimum Marks
	30%	300	150
Title	Competency, Reliability and Continuity of Supply		

Description	Tenderers are required to demonstrate their experience on studies of a similar nature, scale and complexity. Tenderers in their submission should include details of the following: ▪ Details of experience in heat/spatial mapping to capture potential of district heating in different areas. ▪ Details of at least three [3] District Heating Feasibility Study projects of a similar scale, nature and complexity completed in the last four [4] years. Tenderers are also required to satisfy the Contracting Authority that their service proposals may be fully relied upon. To this end, Tenderers are required to provide contact details for two referees to attest the successful performance on comparable previous Contracts during the last four [4] years. The Contracting Authority reserves the right to contact any of the referees provided to verify the successful delivery of services or to rely upon information otherwise objectively available.
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Criterion C		Weighting	Maximum Marks	Minimum Marks
		20%	200	100
Title	Project Team Proposed			
Description	Tenderers are required to provide details of the personnel proposed for the service delivery. Tenderers shall include as a minimum: ▪ Curricula vitae of the key personnel proposed for day-day delivery of the contract, to include information with dates regarding expertise in other District Heating Feasibility Studies and current and anticipated workloads. ▪ A responsibility assignment matrix identifying the responsibilities of all proposed personnel involved in the delivery of the project, including their responsibilities, activities and hours proposed for successful delivery of each stage of the project. ▪ An organisational chart demonstrating the governance and the reporting lines associated with the consultant/consortia that will deliver this District Heating Feasibility Study on the ground. Proposals will be assessed in respect of the quality and balance of resourcing offered.			

	Weighting	Maximum Marks	Minimum Marks
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Criterion D		15%	150	75
Title	Methodology for Service Delivery			
Description	Tenderers are required to provide a detailed methodology for service delivery, ensuring that all the specified requirements outlined in this document including milestones for project outputs can be delivered on time. Tenderers must provide a table of % value against each work package 1-6, which the Local Authority will use to generate a payment schedule for the duration of the project. Payment will be made at the successful completion of the relevant Work Package. Tenderers must submit a comprehensive Gantt chart demonstrating the delivery of the study as outlined in the specification of requirements. The critical path must be outlined and all constraints identified. The Tenderer must outline the proposed communication channels, quality assurance and management systems in place to ensure that the services are delivered on time and to the high standards anticipated by the local authority.			

Criterion E		Weighting	Maximum Marks	Minimum Marks
		5%	50	25
Title	Green Criteria			
Description	Tenderers are required to demonstrate their commitment to environmental sustainability. This includes, but is not limited to, showing their company's commitment to reducing emissions, improving energy efficiency and using products/services which do not have a negative effect on the environment. Additionally, Tenderers should outline any initiatives or practices they have successfully implemented to minimise their carbon footprint and support achieving the climate action targets of 2030 and a more sustainable economy. Tenderers response for this criterion is limited to two [2] A4 sized pages.			

NOTE 1: Tenderers should ensure that they provide detailed information in respect of all aspects of the Award Criteria as stated above. This will enable the Contracting Authority to fully assess their Tender submission.

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 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	A very good response demonstrating very good understanding offering assurance to client – fully 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		

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 assessment process.

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 Meetings

Contract award may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this Contract would 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 submission.

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the Tender submission to be commercially unsustainable or otherwise problematic in light of 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 on the basis of 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 Submission of Tenders

Only Tenders submitted to Etenders 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.

<https://scanner.topsec.com/?d=1464&r=show&u=www.etenders.gov.ie&t=819305e65b456ba43206343e60d5afb0ef358cab>.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required Tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

6.2 Closing date for Tenders

The closing date for Tender submission	"As per e-tenders notice"
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It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

The closing date for submitting queries	14 days in advance of latest time for receipt of tender
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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 and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

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 Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of Tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders no later than six [6] days before the original closing date.

6.5 Tender Validity Period

A Tender Validity period of 180 days 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 Call for Tender (CfT) has been made available on eTenders. This document will be considered as the primary source document in this procurement process, editable text 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 an editable 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 Tenderers / Amendment of Tender Documentation

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.

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.

6.11 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 Response Document (TRD) 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 submission 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.

Once the Tender submission deadline has expired, no new information can be introduced. This includes cost elements.

6.12 Change in the Composition of a Tenderer

Where a change in composition of a Tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them. Where the original party to the Tender was critical to the Tenderer meeting some or all selection criteria, any replacement party must meet or exceed the same selection criteria standard.

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 Contract Award shall have their Tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

Any conflict of interest involving a Tenderer (or Tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the Tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the Tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer, in the event of this information only coming to their notice after the submission of a bid and prior

to the award of the contract. Failure to disclose a conflict of interest may disqualify a Tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after Contract Award, 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 provider.

The Call for Tender (CfT) 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 information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the Tender process.

All Tenderers will be informed of the outcome of the Tender process following Tender evaluation and any necessary clarifications.

Potential outcomes include:

- Contract Award
- Letter of Regret
- Decision not to proceed with Contract Award

6.18 Award Notices

Following award of the Contract, an Award Notice will be dispatched to eTenders announcing the results of the competition.

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

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 Tender/Tenderers staff to the Contracting Authority staff will be availed of for the duration of the Contract.

6.24 Currency and Payment

The currency 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 exclusive of Value Added Tax (VAT), with the applicable rate of VAT clearly indicated.

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 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 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 Call for Tender (CfT) 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 (TRD) 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 Changes in Legislation

As a condition of Contract Award, it shall be the sole responsibility of the Tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.