



REQUEST FOR TENDER (RFT)

CONTRACT

Title of competition:	UCC-2026-22 Supply, Installation and Maintenance of Gym Equipment and related items at Mardyke Arena, University College Cork in 5 lots
Contracting Authority:	University College Cork (UCC)
Procedure:	Open
eTenders Reference (CfT Resource ID):	8708217
Issue Date:	Thursday, 23 rd of July 2026
Closing date and time for Queries:	Thursday, 20 th August 2026 at 12:00 noon Irish standard time
Closing date and time for submission of Tenders:	Thursday, 27 th Month 2026 at 12:00 noon Irish standard time
Submission of Queries via:	Messaging facility on eTenders only.
Submission of Tenders:	Electronic submission facility on eTenders only.
Notes: • Please note that information relating to this qualification stage, including clarifications and changes, will be published on the Irish Government's online Portal 'eTenders' (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. • Please upload your response as a ZIP FILE to protect the integrity of the file names.	

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Disclaimer

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

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

At its absolute discretion, the Contracting Authority may elect to terminate this procurement process at any time, or any contract awarded in accordance with the agreed termination provisions of the contract.

Tenderers are advised the Contracting Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Tender considers that any of the information supplied in their response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

If any individual member of a Tenderer grouping is included in more than one tender for this competition, each individual or lead in a group must provide a statement declaring that they are aware of this ‘multiple participation’ and this has been brought to the attention of all the groupings they belong to. Depending on the situation, the Contracting Authority may take all appropriate steps and/or request the Tenderer to take whatever action is necessary, in order to avoid any conflict of interest or a distortion of competition to the satisfaction of the Contracting Authority.

Use of eTenders

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support:
<https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

Use of a Tender Response Document

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. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Appendix 1 – Detailed Specification of Requirements
- Appendix 2 – Gym Floor Drawings
- Appendix 3 – UCC Gym Equipment Price Schedule
- Appendix 4 – Draft Goods Contract
- Appendix 5 – Site Visit Request and Registration Form
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a **Zip file** in order to protect the integrity of file names.

1 Introduction

1.1 About the Contracting Authority – University College Cork (UCC)

University College Cork (UCC), established in 1845, is a leading Irish research-intensive university and one of Europe's foremost academic institutions. With a student population in excess of 26,000 and a staff community of more than 3,000, UCC delivers excellence in teaching, learning, and research across a broad range of disciplines. The University is widely recognised for its commitment to sustainability, innovation, and the student experience, holding numerous national and international awards in these areas.

The Mardyke Arena UCC operates as a core component of the University's mission to promote health, wellbeing, physical activity, and performance across the campus and the wider community. The facility serves students, staff, elite athletes, sporting organisations, community groups, and members of the public, welcoming in excess of 10,000 visits per week.

As an extension of UCC's commitment to excellence, the Arena seeks to provide state-of-the-art facilities, high-quality programmes, and accessible services that support inclusion, participation, performance, and long-term wellbeing.

As the Contracting Authority, University College Cork is responsible for ensuring that all procurement activities are conducted in accordance with national public procurement guidelines, achieve best value for money, and align with the University's strategic objectives, sustainability commitments, and service standards. This procurement forms part of UCC's ongoing investment in enhancing campus infrastructure, strengthening community engagement, advancing innovation, and maintaining best-in-class facilities for all users.

1.2 Mardyke Arena UCC – Strategic Context

Mardyke Arena UCC is one of Ireland's leading university sport, fitness, and wellbeing facilities, serving as a central hub for physical activity, performance, and community engagement within University College Cork (UCC) and the wider region.

Since opening in 2001, the Arena has established a strong reputation for excellence, innovation, and inclusivity, supporting a diverse population of students, staff, athletes, community members, and sporting organisations.

The Arena delivers a comprehensive range of services, including:

- High-performance strength and conditioning
- Recreational fitness and gym provision
- Group exercise programmes
- Aquatic activities
- Children's programmes
- Specialist training environments across multiple gym spaces

With approximately 10,000 visits per week, the facility plays a critical role in supporting healthy lifestyles, enhancing student experience, and contributing to a vibrant and active campus environment.

1.3 Wider UCC Sporting Infrastructure

Beyond the Arena itself, the Mardyke Sports Grounds form a key part of UCC's sporting infrastructure and heritage.

These grounds include:

- Natural grass pitches and a synthetic hockey pitch
- Athletics facilities
- High-performance training environments
- Dedicated spaces for university clubs and community use

Together, the Mardyke Arena and Sports Grounds represent a strategically important asset within UCC, supporting:

- Student wellbeing and engagement
- High-performance sport and athlete development
- Strong partnerships with schools, clubs, and the local community

This integrated offering reinforces UCC's commitment to providing inclusive, high-quality, and future-focused environments that promote lifelong participation in health and physical activity.

1.4 Strategic Importance of This Project

This procurement represents a significant strategic opportunity to further enhance the role of Mardyke Arena UCC as:

- A core differentiator in the student experience at UCC
- A premium health, fitness, and wellbeing offering for staff
- A leading fitness destination for the wider Cork community

The redevelopment of the gym and fitness environments will be central to strengthening this positioning and ensuring the Arena remains competitive, relevant, and future-ready.

1.5 Vision for the Gym and Fitness Environment

Mardyke Arena UCC's vision is to develop a state-of-the-art, modern, and future-focused gym facility that establishes a new benchmark for university fitness provision in Ireland.

The objective is to deliver a high-quality, inclusive, and performance-driven environment that meets the needs of:

- Students
- Staff
- Public members
- Elite athletes and teams
- Community users

The facility will support health, wellbeing, performance, rehabilitation and lifelong participation, while maintaining the highest standards of:

- Accessibility
- Safety
- Operational excellence

A key requirement is that the environment supports multiple user types simultaneously, ensuring that:

- Beginners feel welcome and confident
- General users are supported and engaged
- High-performance athletes can train effectively

1.6 Procurement Objective

Through this procurement process, Mardyke Arena UCC seeks to appoint a partner capable of delivering:

- High-quality, robust, and innovative solutions
- A clear design vision aligned with the Arena's strategic objectives
- Equipment and environments that enhance user experience, engagement, and retention.

Tenderers must demonstrate their ability to deliver solutions that are:

- Technically robust
- Operationally efficient
- User-focused
- Future-proofed

1.7 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.

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

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful may be required to establish legal personality to enter the framework agreement/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 or other grouping, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the

resources to qualify (e.g. turnover, personnel, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all members. The Contracting Authority will not act as an arbitrator between members of the grouping.

2 Specification of Requirements

2.1 Scope of Requirements under the Contract

The scope of this tender relates to the design, supply, delivery, installation, commissioning and maintenance of gym equipment and related items (e.g. flooring, lighting, consumables etc.) and design concepts for Mardyke Arena UCC.

2.2 Minimum Requirements

All equipment being proposed must, as a minimum, possess the following features:

- Have a high level of durability, consistent with its proposed use in a large commercial leisure centre environment.
- Be technologically equipped, where appropriate, to engage with users and to log and record fitness workouts and include an App for users to connect smartwatch or electronic fitness tracking devices
- Where audio or video output forms part of the equipment, these features must comply with appropriate regulation and legislation that applies within the fitness industry.
- Be fully compliant with all current Health and Safety requirements.

The tender will be awarded in five (5) Lots. Lots and the maximum budget for each Lot are as follows:

Lot	Maximum Budget
Lot 1 – Cardio	€840,000
Lot 2 – Plate Loaded & Free Weights	€319,960
Lot 3 – Functional Zone	€292,590
Lot 4 – Recovery & Rehab	€192,000
Lot 5 – Selectorised Strength	€349,500
Total Net Equipment Value	€1,994,050

Tenderers may apply for one or more or all lots. Tenderers may be awarded one or more or all lots if ranked first in more than one lot.

Full specification of requirements is set out in Appendix 1 – Detailed Specifications of Requirements.

Note: The Contracting Authority reserves the right to define, amend, add to, or reduce individual Lots prior to contract award.

2.3 Design & Delivery of Gym Transformation

Tenderers will be required to provide clear design visions for each of the three gym areas which comprise:

- Green Gym 2nd Floor
- Blue Gym- 1st floor
- Weights Gym- Ground floor

Drawings for each gym floor are provided in Appendix 2.

These must include the following: -

- Concept design proposals and mood boards
- Detailed layout drawings (CAD)
- Project programme and delivery timeline
- Full cost breakdown (design, supply, installation)
- Evidence of relevant project experience
- Equipment specifications and technical datasheets

2.3.1 Key Design & Experience Principles

The following principles must underpin all design and equipment proposals:

Quality & Performance

- Provision of high-quality, state-of-the-art equipment and technology
- Support for performance development and data-informed training

Durability & Operational Efficiency

- Equipment and materials capable of sustaining very high usage levels
- Solutions that ensure reliability, longevity, and minimal downtime

Flexibility & Engagement

- Spaces designed to support individual training, group activity, and team use
- Layouts that promote community, interaction, and engagement

Sustainability

- Environmentally responsible solutions aligned with UCC sustainability objectives
- Energy-efficient systems and materials that reduce lifecycle costs

Future Readiness

- A facility capable of adapting to emerging trends in fitness, sport, and wellbeing
- Flexible infrastructure to support evolving user needs

2.4 Warranty/Aftercare

Successful Tenderers will be required to provide details of manufacturer's warranties in respect of all new equipment being supplied. At a minimum the Contracting Authority will require three (3) years warranty on all new equipment. Additional warranty would be preferred. Tenderers should also indicate the availability of extended warranties, service agreements, and preventative maintenance plan that should be included as part of the warranty period.

2.5 Planned Preventative Maintenance ("PPM")

Successful tenderers will be required to train the Contracting Authorities' facility managers in relation to routine PPM for all equipment supplied.

There will also be a requirement for Reactive Maintenance, and the Contracting Authority will require successful tenderers to provide a maximum resolution time of no more than 48 hours from the time call has been logged across its seven-day operation. The successful tenderers will be required to set out how this will be managed in the tender response.

2.6 Removal and Disposal

Successful tenderers will be required to provide the removal and environmentally responsible disposal of existing equipment as part of this contract.

Any residual value or allowance for trade out in relation to this equipment should be included in Appendix 3 – UCC Gym Equipment Price Schedule.

2.7 Digital Integration & Connected Training Ecosystem

Mardyke Arena UCC is committed to the development of a connected and integrated digital fitness ecosystem that complements the physical environment.

The objective is to enable:

- Access to personalised training programmes and performance data
- Enhanced member engagement, communications and retention
- Improved operational oversight and equipment management
- A scalable and future-focused digital experience

Tenderers are required to outline how their proposed solutions support:

- Capability for campaign messaging & diagnostics equipment usage management
- Open API for integration with Leisure Management System
- Integration with wearable technologies and third-party platforms
- Interoperability across existing & new systems and equipment
- Data accessibility and user engagement
- Flexibility to avoid vendor lock-in and support future innovation

The digital ecosystem should enhance—not complicate—the overall member experience, contributing to a seamless interaction between physical and digital environments.

2.8 Contract Manager

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

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance
- Deal with disputes, complaints or concerns that cannot be adequately resolved

- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

2.9 Sustainability and Environmental Issues

University College Cork (UCC) is Ireland's leading university committed to building a sustainable future. Our Sustainability and Climate Action Plan 2023–2028 Sustainability and Climate Action Plan 2023 - 2028 | University College Cork, places UCC as a globally recognised leader in sustainability. UCC has a long-standing track record in environmental leadership. In March 2020, the university marked ten years since becoming the first university in the world to be awarded a Green Flag for environmental friendliness by the Foundation for Environmental Education. Today, UCC continues to gain international recognition for its environmental initiatives and efforts to combat climate change. In December 2025, UCC was ranked 2nd in the world in the UI GreenMetric World University Rankings, further reinforcing its position as a global leader in sustainability.

Tenderers are required to provide details of their approach to reducing environmental impact during the term of the contract.

2.10 Site Visits

A single collective site visit of the Contracting Authority premises is available to Candidates that wish to attend on week commencing the **10th of August 2026** at Mardyke Arena, University College Cork, Mardyke Walk, Western Road, Cork. The purpose of the site visit will be to inspect the Contracting Authorities premises. Candidates interested in attending must email procurement@ucc.ie by no later than Monday 3rd of August 2026, providing the name and contact details of the person attending. A single representative may attend. While attendance at the site visit is advisable, it is not a mandatory requirement. Please note, attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.11 Duration of the Contract

The contract will be for a maximum period of three (3) years with provision for a further two (2) more extensions of one (1) year each, subject to satisfactory performance, budget availability and ongoing business needs.

It is intended that the contract will commence in early November 2026.

2.12 Details of options

The Contracting Authority **reserves the right to purchase additional equipment, and/or similar equipment, consumables and spare parts from the successful Tenderer(s) during the term of any contract.**

In addition, the Contracting Authority reserves the right to purchase additional warranty and service contract options from the successful Tenderer(s) throughout the effective lifetime of the equipment under the scope of this procurement competition. Tenderers are required to provide fixed costs for additional warranty and service options as part of their tender submissions.

2.13 Estimated Value of the Contract

It is envisaged that maximum spend under this contract will not exceed two million Euro €1,994,050 excluding VAT.

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

2.14 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Site Visits	Week commencing 10 th of August 2026
Clarification/verification meetings (if anticipated)	September 2026
Award decision	Early November
Contract Commencement	Mid to late November

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

2.15 Compliance with the Terms and Conditions of the Contract

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

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

2.16 Award to Runner Up

If, following the award of a contract, the successful tenderer cannot, for whatever reason, deliver the required goods and services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

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

3 Selection criteria

The Contracting Authority is using the **open** procedure for the award of this contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's compliance with the selection and exclusion grounds, 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.

3.1 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 3.3 (Declarations and Financial Capacity)* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

3.2 Relying on the standing of other Entities

Where a grouping (of economic operators¹ comes together, (regardless of the legal relationship between the various entities of that grouping) to submit a tender, the Contracting Authority will deal with all matters relating to this Competition through the entity (the "Prime Entity" or "Lead Entity") who will carry overall responsibility for the performance of the contract if successful, irrespective of whether or not tasks are to be performed by another entity within the grouping e.g., a subcontractor.. The Tenderer must clearly set out the name, title, telephone number, postal address, and email address of nominated contact personnel of the Prime 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 (including from any Subcontractors) **will not** be accepted or responded to.

Tenderers are reminded that they may rely on the resources of other entities in order to establish the suitability 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.

All Prime Tenderers relying on the capacity of other entities must:

- Identify in Section 2.1 of the TRD the Prime Tenderer for the grouping, with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made, if successful.
- Identify in Section 2.1 of the TRD, the relevant entities upon whose capacity the Prime Tenderer is relying upon to meet criteria and/or deliver elements of the contract.

¹ 'Economic operator' means any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

- Ensure Section 2.1 of the TRD (including all subsections) are completed and submitted for all relevant entities upon whom the Prime Tenderer is relying on to meet criteria and/or deliver elements of the contract, if awarded.
- In all applications, the Prime Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the relevant section of the TRD of the Prime Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified by the contracting authority (e.g. 3 reference contracts) will be considered. Where relying on the experience of other entities, at least one of the references provided should include reference to the relevant experience.
- Where a third party will indirectly provide particular resources /capacity such as licencing, hosting, etc. in the fulfilment of any future contract arising from the procurement process and these resources/capacities are generally available to all Tenderers on more or less the same terms, a completed Section 2.1 of the TRD will not be required.
- The Contracting Authority reserves the right to seek additional information to verify the capacity of any party involved in the execution of the contract or being relied upon.

Subject to the above:

- The Contracting Authority may request proof that a Tenderer who is relying on the capacities of other entities will have at its disposal the resources of the other entity, when necessary, this could include for example, a request for a written commitment of those entities.
- Where the Tenderer is successful, the Contracting Authority may require the members of the Tenderer grouping to enter a formal legal arrangement for the contract as a single entity having joint and several liability and provide evidence of same.

3.3 General Information, Declarations and Financial Capacity Requirements

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

General Information

Tenderers must provide contact and general information on the tendering organisation - organisation official 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. Please complete this section in the TRD.

Financial and Economic Standing

Tax Compliance	Tenderers must confirm that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.										
Financial capacity	Tenderers must provide: (a) A confirmation that the tendering party's turnover exceeded the following amounts during one 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. <table> <tr> <td>Lot 1 – Cardiovascular Equipment</td><td>€1,500,000</td></tr> <tr> <td>Lot 2 – Plate Loaded & Strength</td><td>€650,000</td></tr> <tr> <td>Lot 3 - Functional Zone</td><td>€600,000</td></tr> <tr> <td>Lot 4 - Recovery & Rehab</td><td>€400,000</td></tr> <tr> <td>Lot 5 – Selectorised Strengths</td><td>€700,000</td></tr> </table> Firms that are applying for more than one Lot must have exceeded the cumulative total for all Lots they are applying for. (b) A confirmation from an independent third party of the tendering party's 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 contracts. In the case of a Tenderer being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead tenderer. Where group members are relying on the lead Tenderer's financial capacity, self-declaration / evidence will only be required of the lead. In the case of firms more recently established evidence of pro-rata turnover will suffice.	Lot 1 – Cardiovascular Equipment	€1,500,000	Lot 2 – Plate Loaded & Strength	€650,000	Lot 3 - Functional Zone	€600,000	Lot 4 - Recovery & Rehab	€400,000	Lot 5 – Selectorised Strengths	€700,000
Lot 1 – Cardiovascular Equipment	€1,500,000										
Lot 2 – Plate Loaded & Strength	€650,000										
Lot 3 - Functional Zone	€600,000										
Lot 4 - Recovery & Rehab	€400,000										
Lot 5 – Selectorised Strengths	€700,000										

Insurance	Tenderers must confirm, that if awarded a Contract under this Competition, they will, from the Effective Date of the Contract (as defined in the Contract), hold the types and levels of insurance as specified in table below. The territorial limits and jurisdiction of the insurance policies will include the Republic of Ireland and confirm 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 below. A formal confirmation from the Tenderer’s insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any Contract. The successful Tenderer will, during the term of the 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	
	Insurance type	Required Level
	Employer’s Liability	€13 million (on an each and every occurrence basis) - Euro or foreign currency equivalent
	Public Liability	€6.5 million (on an each and every occurrence basis) - Euro or foreign currency equivalent
	Product Liability	€6.5 million (on an aggregate basis) – Euro or foreign currency equivalent
	Professional Indemnity	€1 million (each and every claim or in the annual aggregate) - Euro or foreign currency equivalent [Note- For claims made basis- Tenderers must confirm; i) the retroactive date; ii) that the min level of cover will be maintained for at least 6 years following completion of the contract]
	Cyber Security	<u>Lot 1, Lot 4 and Lot 5 only</u> €1 million (on each and every occurrence basis) – Euro or foreign currency equivalent
	Insurance Note: UCC reserves the right to determine whether the insurance evidence provided is sufficient to demonstrate compliance. Where certificates or broker letters do not clearly set out all required information – including limits, basis of cover, excesses, business description or indemnity to principal wording – the tender may be deemed non-compliant. UCC also reserves the right to request copies of relevant policy endorsements (e.g., indemnity to principal, additional insured wording) to verify compliance.	
Declarations		
a) Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. b) Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and		

operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

- c) Complete the Article 5K Declaration regarding Regulation 2022/576/EU on restrictive measures in the Context of Russian Actions in the Ukraine.
- d) Complete the Declaration regarding compliance with the European General Data Protection Regulation No. 2016/679 (“GDPR”).

Tenderers must complete, sign and date these Declarations. The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading. This must be completed by each group member.

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

3.4 Technical Capacity Requirements

Previous Experience

Tenderers must provide information clearly demonstrating successful delivery of previous comparable experience/projects, involving the features as defined in the TRD.

For **Lots 1,2,3 and 5** Tenderers should refer to instances within the last **three (3) years** which demonstrate that they have successfully delivered services of a comparable nature and scale on **three (3) occasions**.

For **Lot 4** Tenderers should refer to instances within the last **two (2) years** which demonstrate that they have successfully delivered services of a comparable nature and scale on **one (1) occasion**.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

The contracts listed should be chosen to demonstrate the firm’s skills, experience and reliability in the relevant areas of expertise. In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

Note #1: All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.

Note #2: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, at least one of the projects must have involved the 3rd party identified in Section 2.5 of the TRD.

Note #3: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only.

Note #4: Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Note #5: Any reference contracts presented must have been substantially delivered by the Tendering party.

Note #6: The same reference clients may be used for all lots, however the contract specifics must be relevant to the equipment required under the relevant lot. Mere cut and paste across the lots, will not be sufficient.

Personnel and Skills

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD. Please note that multiple skills may reside in the same person.

Please attach an organisation chart, clearly identifying all relevant departments, divisions, and third parties, if applicable.

Skillset Required	Minimum Number
Gym Equipment Installers	2
Gym equipment maintenance technicians	1
Technology Support Personnel	1
Dedicated Account Manager (Named)	1
Design Specialist	1

4 Award Criteria

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

The Contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

Please note that Award Criteria and weights set out below will apply to all five (5) Lots.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	20%	2000	60% 1200
Title	Technical Fit		
Description	Ability to meet technical & quality requirements for the equipment. • Durability and performance of equipment • Overall Aesthetics of the proposed equipment • Equipment specifications and technical datasheets		
Criterion B	Weighting	Maximum Marks	Minimum Marks
	15%	1500	60% 900
Title	Technical Support, Warranty & Training		
Description	Tenderers must provide details of their technical support, warranty and training to include the following: - • Technical support including guaranteed response times regarding phone calls/email/site visits for repairs & breakdown, escalation procedures. • Warranty Duration, inclusions/exclusions, extended warranty options, warranty management • Provision of Spare Parts Inventory • Dedicated technician team • Proposed Training schedule		
Criterion C	Weighting	Maximum Marks	Minimum Marks
	20%	2000	60% 1200
Title	Project Delivery Program		
Description	Tenderers must provide a detailed project plan outlining the plan for Installation, Commissioning & Validation for the equipment including resourcing and sample risk assessment. Details provided must include lead time from order date, installation and commissioning timelines. Tenderers must provide details of their proposed communication plan for ensuring successful coordination with all key stakeholders on the project.		

Criterion D	Weighting	Maximum Marks	Minimum Marks
	5%	500	300
Title	Design		
Description	Tenderers must provide clear design visions for each of the three gym areas. These must include the following: - • Concept design proposals and mood boards • Detailed layout drawings (CAD) • Design delivery timeline • Full cost breakdown (design, supply, installation – to be included in Appendix 3 • Project management approach including lessons learned from previous projects which can be applied in this contract		
Criterion E	Weighting	Maximum Marks	Minimum Marks
	5%	500	300
Title	Sustainable Considerations		
Description	Tenderers must address the following in your response: - • Provide power consumption data of running the equipment in various modes of operation • Expected lifetime of the equipment • Management of packaging/spare parts/equipment at end of life		
Criterion F	Weighting	Maximum Marks	Minimum Marks
	35%	3500	n/a
Title	Ultimate Cost		
Description	Tenderers must complete and include Appendix 3 – Price Schedule as part of your response. Full cost breakdown for design, supply, installation (to be included in Appendix 3 – UCC Gym Equipment Price Schedule Ultimate Cost will include all costs: • Capital price • Delivery Costs (Incoterm DAP) • Installation • Consumable • Commissioning • Validation • Training costs • Disposal costs • After-sales including warranties for all elements outlined in Appendix 1.		

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

4.1 Methodology for scoring Qualitative Criteria

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

Score	Category	Description
90 – 100%	Excellent	Excellent response that fully meets and exceeds the requirements, and provides very comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80 – 89%	Very good	A very good response that meets the requirements and exceeds them in some respects. Response provides detailed assurance that the Tenderer will deliver to a very good or high standard.
70 – 79%	Good	A good response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of service delivery to a good standard but does not provide sufficiently convincing assurance to award a higher mark.
60 – 69%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client and where some reservations exist.
59% or below	Poor	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	No response	No response or partial response only and poor evidence provided in support of it: failure to meet the requirements.

4.2 Methodology for calculating the Cost Score

The following formula will be applied to the cost score only in the case of valid tenders which are deemed admissible having met the qualitative criteria for selection, compliance with minimum specification requirements and where applicable the minimum score under each qualitative award criterion.

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:

Maximum Points available for Cost	A
Lowest Cost from a Bona Fide tender	B
Cost for the tender being evaluated	C

Formula employed	$\frac{A \times B}{C}$
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4.3 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.

4.4 Verification

Award of contract may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

4.5 Clarification of Abnormally Low Tenders

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

4.6 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.

5 Instructions for Tenderers

Every effort has been made to ensure that this Document contains all the necessary information for the completion of tenders. The Contracting Authority does not warrant or represent that this Document, or any other information given to Tenderers, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this Document, or in any other information given to Tenderers.

5.1 Multiple Participation

All Tenderers should note that if any individual member of a grouping is included in more than one tender for this competition, each individual or lead in a group must have provided a

statement declaring that they are aware of this ‘multiple participation’ and this has been brought to the attention of all the groupings they belong to.

5.2 Queries

The closing date for the queries are specified on the title page.

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

In circulating responses, queries will be anonymised and will be published in the CfT Documents section. A message will be circulated to all parties who have expressed an interest in the procurement on the eTenders website to alert them of the posting of Clarifications. It is incumbent on Tenderers to review these Documents as they will contain information relevant to the competition.

5.3 Closing Date for Tenders

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

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250MB. It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

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

5.4 Extension of the Tender Deadline

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

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

5.5 Submission of Tenders

The Contracting Authority is using the dedicated submission facility on eTenders, and applications must be submitted electronically via www.etenders.gov.ie only. Only applications submitted in this manner will be accepted. Applications submitted by any other means (including but not limited to by the messaging facility on eTenders, email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time, noting that upload speeds may vary. Tenderers must ensure they have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

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

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support: <https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

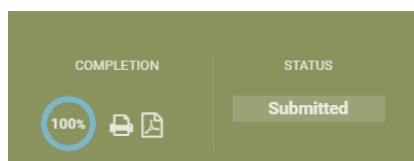
5.5.1 Accessing Documents / Association with the competition

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

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu
- (e) Complete the “Association with the CfT” tab.
- (f) This will then provide you with a link to the “Tender” tab under the Show CfT Menu to enable you to upload your response.

5.5.2 Submitting your Response

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



If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, **you have not formally submitted your tender.**

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

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

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

5.6 Tender Validity Period

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

5.7 Discrepancies between Documents

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

5.8 Formatting of Tenders / Amending Tender Documents

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

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

5.9 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.

5.10 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.

5.11 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.

5.12 Correction of errors

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

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

5.13 Change in the composition of a Tender

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

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

5.14 Interference and Inducement to Purchase

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

5.15 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.

5.16 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/framework 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.

5.17 Right Not to Award

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

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

5.18 Notification of Tender Evaluations

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

Potential outcomes can be:

- Establishment of Framework Agreement/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework Agreement

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) calendar days from the date of notification of unsuccessful tenderers (‘standstill period’).

5.19 Award Notices

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

5.20 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.

5.21 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).

5.22 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".

5.23 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

5.24 Knowledge and Skills Transfer

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

5.25 Currency and Payments

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

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

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

5.26 Irish Legislation and Law

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

5.27 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.

5.28 Accessibility / Dignity at Work

The successful tenderers 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.

5.29 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).

5.30 Freedom of Information

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders and any subsequent clarifications 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.

5.31 International Procurement Instrument

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 goods to the Union’s

public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, services and goods to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, Tenderers 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.

5.32 Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, Tenderers should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

5.33 Late Payment

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

5.34 Data Protection

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

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

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

5.35 Responsibility of Successful Party

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