



Ollscoil
Teicneolaíochta
an Atlantaigh

Atlantic
Technological
University

REQUEST FOR TENDER CONTRACT

Title:	ATU 26/380 – Request for Tenders for the Provision of the Supply and Delivery of a HEREG - Passive Acoustic Monitoring Array to Atlantic Technological University
Contracting Authority:	Atlantic Technological University
Procedure:	Accelerated Open Procedure
eTenders/OJEU ref:	CFT 8761148
Issue Date:	31 st July 2026
Closing Date for Queries:	10 th August 2026 @ 12 pm
Closing Date for Tender Submission:	14 th August @ 12 pm
Submissions and Queries via:	eTenders only

Contents

Table of Contents

Disclaimer	5
Note	5
1 About the Contracting Authority	1
1.1 The Contracting Authority	1
1.2 Small and Medium Enterprise participation	1
2 Specification of Requirements	2
2.1 Scope of Requirements under the Contract	2
2.2 Mandatory Requirements	2
2.2.1. Quality and Technical Merit of the Proposed Solution (M)	2
2.2.2. Delivery, Warranty, Installation, Commissioning, Training, Maintenance, Spare Parts & After Sales Service (M)	2
2.3 Delivery Location	3
2.4 Duration of the Contract	3
2.5 Details of Options	3
2.6 Estimated Value for the Contract	5
3 Contract Management	5
3.1 Contract Manager	5
3.2 Compliance with the Terms and Conditions of the Contract	5
3.3 Award to Runner Up	6
4 Selection Criteria	7
4.1 Use of the European Single Procurement Document	7
4.2 Relying on the standing of other Entities	7
4.3 General Declarations and Financial Capacity Requirements	8
4.4 Technical Capacity Requirements	9
5. Award Criteria	10
4.2 Methodology for calculating the Cost Score	14
4.3 Methodology for scoring Qualitative Criteria	14
4.4 Post Tender Clarification	14
4.5 Verification	14
4.6 Clarification of Abnormally Low Tenders	15
4.7 Right to Confirm Suitability	15
5 Instructions for Tenderers	16
5.1 Closing Date for Tenders	16

5.2	Submission of Tenders.....	16
	Accessing documents	16
	Submitting your Response.....	17
5.3	Queries.....	17
5.4	Extension of the Tender Deadline.....	17
5.5	Tender Validity Period	18
5.6	Discrepancies between Documents.....	18
5.7	Formatting of Tenders / Amending Tender Documents.....	18
5.8	Collusive Tendering.....	18
5.9	Confidentiality.....	18
5.10	Clarification of Tenders.....	19
5.11	Correction of errors	19
5.12	Change in the composition of a Tender.....	19
5.13	Interference and Inducement to Purchase	19
5.14	Conflict of Interest	19
5.15	Publicity.....	20
5.16	Right Not to Award	20
5.17	Notification of Tender Evaluations	20
5.18	Award Notices.....	20
5.19	Policy on Personal Debriefings.....	21
5.20	Copyright.....	21
5.21	Brand Names, etc.....	21
5.22	Environmental Aspects	21
5.23	Knowledge and Skills Transfer	21
5.24	Currency and Payments.....	21
5.25	Irish Legislation and Law.....	21
5.26	Anti-Competitive Conduct	22
5.27	Accessibility / Dignity at Work	22
5.28	Withholding Tax.....	22
5.29	Freedom of Information.....	22
5.30	Late Payment	23
5.31	Data Protection.....	23
5.32	Responsibility of Successful Party.....	23
	Appendix 1: Tender Response Document Requirements and Specifications (Appendix 1A)	24
	Appendix 2: Pricing Schedule.....	24

Appendix 3: Goods Contract	24
Appendix 4: Confidentiality Agreement	24

Disclaimer

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

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

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

Note

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

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

Please note that tenderers are strongly advised to allocate sufficient time for the uploading of their tender submissions. Submissions should not be delayed until the final moments, as the Contracting Authority will NOT be able to accept tenders received after the deadline specified above. It is the responsibility of each tenderer to ensure that their submission is completed and received in full prior to the stated deadline.

1 About the Contracting Authority

1.1 The Contracting Authority

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

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

1.2 Small and Medium Enterprise participation

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

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

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

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

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Specification of Requirements

2.1 Scope of Requirements under the Contract

Atlantic Technological University (ATU) has received funding to replace a 20-year-old towed Passive Acoustic Monitoring (PAM) array, which no longer meets current international standards required for robust marine monitoring and impact assessment. ATU is now seeking tenders for a modern, multi-channel, high sensitivity towed PAM system capable of real time detection and localisation of marine mammals and anthropogenic noise, enabling statistically robust, policy relevant datasets.

The new PAM will support EU sustainability focused research on cumulative impact assessment, marine biodiversity protection, and science based marine governance. This acquisition is strategically important given Ireland's rapid offshore renewable energy expansion to meet 2050 decarbonisation targets. The system will strengthen capacity to generate high resolution acoustic data for environmental impact assessment, marine spatial planning, and compliance with EU environmental legislation.

Aligned with ATU's Strategic Plan priorities, the system will be hosted within the Marine and Freshwater Research Centre, Atlantic Technological University, Dublin Road, Galway. It will support collaboration with academic, regulatory, and industry partners while enhancing ATU's competitiveness in EU research programmes.

The Contracting Authority proposes engaging in a competitive process under the accelerated urgent procedure.

2.2 Mandatory Requirements

2.2.1. Quality and Technical Merit of the Proposed Solution (M)

The Supply of a Towed Hydrophone array

The system proposed **MUST** have cable of at least 300m, with strain relief and towing eye.

The system proposed **MUST** have a minimum of 2no.High Frequency and 2no. LF acoustic channels

The connectors **MUST** be waterproof

The Topside Instrumentation and Data System **MUST** come complete with a mounted instrumented case with power supply and soundcards to allow ultra and infrasonic monitoring, headphones.

The equipment offered must comply with all applicable EU and Irish legislative and regulatory requirements. Where the equipment is subject to legislation requiring CE marking or other conformity assessment obligations, the equipment must bear the required marking(s) and the tenderer must provide the relevant Declaration of Conformity and supporting evidence upon request.

2.2.2. Delivery, Warranty, Installation, Commissioning, Training, Maintenance, Spare Parts & After Sales Service (M)

Delivery **MUST** be within three (3) months of issue of Purchase order. All prices quoted must be all-inclusive (i.e. including but not limited to shipping, packaging, delivery, and all other costs/expenses), be expressed in Euro only and exclusive of VAT. Cost per unit ex.VAT incl. delivery and related charges.

The Tenderer **MUST** include a full warranty for a minimum of **one (1) years** – including hardware, labour, call outs, visits, preventative maintenance, travel, parts and labour costs

The tenderer **MUST** provide a description of the arrangements and lead times for the provision of technical support, annual service/maintenance, emergency call-out response, and spare parts.

The tenderer **MUST** have dedicated specialists at their disposal and fully qualified service personnel who can respond to service calls within reasonable response times.

The Tenderer **MUST** indicate the arrangements for and specify the names and level of experience of technicians who will be in charge of after sales service level support.

The Tenderer **MUST** provide details of guaranteed response times in event of equipment breakdown both in relation to phone support, online/remote support and arrival on site by a fully trained service engineer during the warranty period (s) and post-warranty.

The Tenderer **MUST** outline the company customer service plan and your escalation policy including what process is in place for escalating a call-out, if a breakdown cannot be resolved on the first visit.

Tenderers **MUST** provide details of the availability and lead-time for replacement parts (in weeks).

Warranty services **MUST** be free of invoicing charges for labour, parts and/or consumables

Tenderers **MUST** provide full details of the project completion plan with lead time (in weeks) for delivery, commissioning, sign-off and acceptance.

The Tenderer **MUST** be able to provide clear instructions (written or verbal) on installation set up

Without reducing the scope of any obligations imposed on the Tenderer by the terms of the Contract with regard to the standard of the Installation, the Tenderer **MUST** use good quality materials, techniques and standards to execute the Installation with the care, skill and diligence required in accordance with the best industry practice.

The tenderer **MUST** supply sufficient quantities of hard copy and electronic format of installation, training, operator manuals and troubleshooting guides. Guides supplied **MUST** be in English.

2.3 Delivery Location

Delivery shall be to Lecturer/Researcher, Marine and Freshwater Research Centre, Atlantic Technological University, Dublin Road, Galway, Ireland

2.4 Duration of the Contract

The contract will be for a period of one (1) years. ATU reserves the right to extend the term to cover the additional optional warranty periods with two (3) x 12-month extension periods, as agreed by both parties.

2.5 Details of Options

Only one proposal will be accepted per tender submission. Tenderers must include costs for additional warranty for years 2, 3, & 4, Please note that this pricing will not be included in cost evaluation. ATU may extend the contract per 2.3 above to facilitate adoption of these optional

additional warranties.

2.6 Estimated Value for the Contract

It is envisaged that maximum spend under this contract will be in the range of €83,000 to €85,000 excluding VAT.

Costs submitted by the bidder will be the maximum price chargeable during the initial **two (2) years** from award, irrespective of any inflation, cost increases, or market fluctuations during this period. The successful tenderer may seek an increase in the charges only after the expiry of the initial two (2) year period from the award date only once every year thereafter during the Term based on the movement over the prior twelve (12) months of the annual overall rate of inflation as set out by the Consumer Price Index (CPI) as published by the CSO, or by any method agreed between the various parties. In the event that the CPI rate is zero or negative, there will be no CPI adjustment.

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

3 Contract Management

3.1 Contract Manager

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

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

3.2 Compliance with the Terms and Conditions of the Contract

Award of contract will be conditional upon acceptance of the Contracting Authority's 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.

3.3 Award to Runner Up

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

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

4 Selection Criteria

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

4.1 Use of the European Single Procurement Document

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

Relying on the standing of other Entities

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

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

4.2. Relying on the standing of other Entities

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

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

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

4.3 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in Appendix 1. Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information	
Tenderers must fully complete Section 2 of the Tender Response Document at Appendix 1. Tenderers are asked to 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	
Tenderers must satisfactorily complete the following declarations located in Section 3 of the TRD at Appendix 1: • Section 2.1 - Tenderer's Statement • Section 2.2 – Declaration of Bona Fides • Section 2.3 - Declaration on Statutory Obligations Tenderers will either pass OR be excluded from further consideration under this criterion.	
Financial and Economic Standing	
Tax Compliance	Tenderers are required to complete section 2.4 of the TRD at Appendix 1 providing: • Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	Tenderers are required to complete section 2.4 of the TRD at Appendix 1 providing: • Confirmation that the tendering party turnover exceeded €160,000.00 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. Evidence of the foregoing will be required promptly and prior to the award of any contract.
Insurance	Tenderers are required to complete section 2.4 of the TRD at Appendix 1 providing: • Confirmation that insurances include an 'indemnity to principal' clause, includes Ireland is included in the jurisdictional and territorial limits of the policies and that the following insurances are in place:

Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million

Tenderers are required to provide information on the following in the Tender Response Document at **Appendix 1**. 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.

4.4 Technical Capacity Requirements

Previous Experience Tenderers should refer to instances within the last five (5) years which demonstrate that they have successfully delivered supplies and services of a comparable nature and scale on three (3) occasions involving the features as defined in section 2.5 of the TRD at Appendix 1. The contracts listed should be chosen to demonstrate your firm's skills, experience, reliability and track record in delivery of contracts for similar equipment. All fields 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 supply required.
Quality Assurance Management System Describe your quality assurance processes for equipment, from initial set-up to the completion of the project. Please complete section 2.5 of the TRD at Appendix 1.
Environmental Management Requirement Tenderers must demonstrate commitment to compliance with all environmental laws and potential social impact assessments. Please complete section 2.7 of the TRD at Appendix 1.

5. Award Criteria

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

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

Criterion A	Weighting	Maximum Marks	Minimum Marks 60%
	40%	4000	2400
Title	Quality and Technical Merit of the Proposed Solution		
Description	Tenderers are required to complete section 4.1 of the TRD at <u>Appendix 1</u> providing: - Detail on the totality of general technical and functionality features and characteristics and the durability of the proposed solution. Tenderers are required to complete all columns of the table provided to indicate compliance with the requirement. - The tenderer MUST complete the column entitled 'Response' to include confirmation of compliance and detail on the technical and functional requirements of the proposed solutions. Brochures and/or literature may be provided in support of your response but will not be evaluated. This criterion will be evaluated as a whole		

Criterion B	Weighting	Maximum Marks	Minimum Marks 60%
	20%	2000	1200
Title	Delivery, Warranty, Installation, Commissioning, Training, Maintenance, Spare Parts & After Sales Service		
Description	Tenderers are required to complete section 4.1 Response to Qualitative Award Criteria of the TRD at <u>Appendix 1</u> providing: • Detail on delivery, warranty, Installation, Commissioning, Training, Maintenance, Spare Parts and after sales service in the provision of the proposed solution. The response must include confirmation of compliance and details on the delivery, warranty, spare parts and after sales service offered as part of the proposed solutions. • The tenderer MUST complete the column entitled 'Response' to include confirmation of compliance and detail on the delivery, warranty, spare parts and after sales service elements of the proposed solution. Brochures and/or literature may be provided in support of your response but will not be evaluated. This criterion will be evaluated as a whole.		

Criterion C	Weighting	Maximum Marks	Minimum Marks 60%
	5%	500	300
Title	Sustainability and Environmental considerations		
Description	Tenderers are required to complete section 4.1 Response to Qualitative Award Criteria of the TRD at <u>Appendix 1</u> providing: - Detail on the totality of the sustainability features of the proposed solution. The response must include confirmation of compliance and detail on the sustainability features offered as part of the proposed solutions. - The tenderer MUST complete the column entitled 'Response' to include confirmation of compliance and detail on the sustainability and environmental considerations of the proposed solution. Brochures and/or literature may be provided in support of your response but will not be evaluated. This criterion will be evaluated as a whole		

Criterion D	Weighting	Maximum Marks	Minimum Marks 60%
	5%	500	300
Title	Value Add Ons		
Description	Tenderers are required to complete section 4.1 Response to Qualitative Award Criteria of the TRD at <u>Appendix 1</u> providing: - Details on the Value Add Ons that the Tenderer will provide and which are included in the price. - The tenderer MUST complete the column entitled 'Response' to include confirmation of compliance and detail on the Value-Add elements of the proposed solution. Brochures and/or literature may be provided in support of your response but will not be evaluated. This criterion will be evaluated as a whole.		

Criterion E	Weighting	Maximum Marks	Minimum Marks
	30%	3000	N/A
Title	Ultimate Cost		
Description	Tenderers are required to complete the Pricing Schedule provided at <u>Appendix 2</u> and Section 4.2 of the TRD at <u>Appendix 1</u>		

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.

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

4.3 Methodology for scoring Qualitative Criteria

Score	Category	Description
96 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations
90 – 95%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
80 – 89%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
70 – 79%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
60 – 69%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 60% is unacceptable and considered ineligible for further consideration		

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

4.4 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.

4.5 Verification

Award of contract may be subject to attendance at a verification meeting. It is 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.

4.6 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.

4.7 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

5.1 Closing Date for Tenders

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

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

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

5.2 Submission of Tenders

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

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

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

Accessing documents

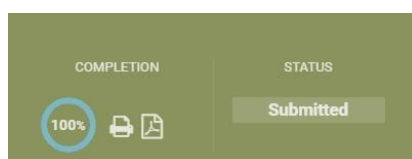
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

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

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

Submitting your Response

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



If you do not receive a message similar to above, you have not submitted your response.

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

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

5.3 Queries

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

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

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

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 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 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.

5.6 Discrepancies between Documents

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

5.7 Formatting of Tenders / Amending Tender Documents

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

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

5.8 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.

5.9 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.

5.10 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.

5.11 Correction of errors

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

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

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

5.12 Change in the composition of a Tender

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

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

5.13 Interference and Inducement to Purchase

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

5.14 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.

5.15 Publicity

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

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

5.16 Right Not to Award

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

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

5.17 Notification of Tender Evaluations

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

Potential outcomes can be:

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

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

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

5.18 Award Notices

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

5.19 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.

5.20 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).

5.21 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".

5.22 Environmental Aspects

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

5.23 Knowledge and Skills Transfer

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

5.24 Currency and Payments

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

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

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

5.25 Irish Legislation and Law

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

5.26 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.

5.27 Accessibility / Dignity at Work

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

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

5.28 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).

5.29 Freedom of Information

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

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

5.30 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.

5.31 Data Protection

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

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

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

5.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer’s sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.

Appendix 1: Tender Response Document Requirements and Specifications (Appendix 1A)

[Appendix 1 attached as a separate document]

Appendix 2: Pricing Schedule

[Appendix 2 attached as a separate document]

The Pricing Schedule provided in the Excel file attached MUST be completed for the Goods which you are tendering. The file is entitled: **Appendix 2 Pricing Schedule.**

It is a mandatory requirement to return a fully completed copy of this document with the tender submission. Failure to do so will result in disqualification from the evaluation process.

Appendix 3: Goods Contract

[Appendix 3 Goods Contract attached as a separate document]

Appendix 4: Confidentiality Agreement

[Appendix 4 Confidentiality Agreement attached as a separate document]