



Ollscoil
Teicneolaíochta
an Atlantaigh

Atlantic
Technological
University

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Title:	Request for tender for maintenance and repair services for Fume Cupboards and associated equipment at Atlantic Technological University
Contracting Authority:	Atlantic Tecnological University
Procedure:	Open
eTenders/OJEU ref:	8230843
Issue Date:	15 th June 2026
Closing Date for Queries:	Wednesday 29 th July @ 16:00
Closing Date for Tender Submission:	Wednesday 12 th August @ 16:00
Submissions and Queries via:	eTenders only

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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.

1 About the Contracting Authority

1.1 The Contracting Authority

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

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

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

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

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

1.2 Small and Medium Enterprise participation

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

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the 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, 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 framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Scope of the Framework Agreement

2.1 Type of Framework

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

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

2.2 Scope of Requirements under the Framework.

2.2.1 The Scope of the Framework

The successful tenderer will be required to carry out maintenance on the list of Fume Cupboards assets at Appendix 1.

The Services required are:

1. Planned preventative maintenance and servicing of Fume Cupboards/Biosafety cabinets and associated equipment.
2. Reactive maintenance and repairs to Fume Cupboards;
3. Emergency Call-Outs

2.2.2 The Initial Contract

As per 2.2.1 above.

2.3 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
Clarification/verification meetings (if anticipated)	July 2026
Award decision	July 2026
Framework Agreement Commencement	September 2026

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.

2.4 Numbers admitted to the Framework

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

2.5 Duration of the Framework Agreement

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

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €400,000 excluding VAT.

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

2.7 Awarding Contracts under the Framework Agreement

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

2.8 Right to tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member(s). Admission to a framework does not guarantee the award of any contract to any Economic Operator, nor does it give the member(s) the right to be consulted in respect of, or tender for, any contract.

2.9 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework 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.

2.10 Award to Runner Up

If, following the award of any contract under this framework agreement, the Framework Member 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.

3 Specification of Requirements

3.1 Scope of Requirements under the Framework Agreement

The framework agreement will be established on foot of this tender competition

The successful tenderer will be required to carry out maintenance and repairs on the **Fume Cupboard and Biosafety cabinets Inventory List at Appendix 1**. At a minimum ATU will require the successful tenderer to carry out the tests listed in **Appendix 2, Sample Annual Inspection Requirements**. The tenderer must ensure when pricing the tender they include for the resources to carry out all the tests listed in **Appendix 2**.

The Services required are:

1. Planned preventative maintenance and servicing of Fume Cupboards, Biosafety cabinets Type II and associated equipment.
2. Reactive maintenance and repairs to Fume Cupboards and Biosafety Cabinets Type II
3. Emergency Call-Outs
4. The successful tenderer must include a cost for all of the equipment and materials necessary, plus the skilled labour and specialist tools required to provide the service.
5. The successful tenderer will also be required to supply and install spare parts, accessories and consumables when required with prior approval from ATU.
6. All items of equipment must be installed strictly in accordance with the manufacturer's recommendations and installation instructions and relevant compliance requirements for the equipment in question.
7. The successful tenderer must provide craneage if required to carry out works and provide method statements for same.

General Conditions

1. The successful tenderer will be required to carry out the maintenance schedule of the Fume Cupboards and Biosafety cabinets in the months of June, July and August each year as the equipment must be certified for the start of the academic year. The tenderer must ensure the following conditions are addressed in the tender response.
2. The planned preventative maintenance programme shall consist of 1 No maintenance visit a year plus any follow up work to check thoroughly all the items scheduled in Appendix 1, the successful Contractor will be required to submit a detailed maintenance programme for the year. This programme will be approved by ATU prior to any work being carried out.
3. Provide labour and materials as necessary for Maintenance and servicing of fume cupboard plant and equipment listed in Appendix 1 and maintenance requirements in Appendix 2.
4. Provide the service in accordance with DD CEN/TS 14175-5:2006 - Part 5 Rec. for Installation & Maintenance and the maintenance requirements as listed in Appendix 2.
5. It will be responsibility of the Contractor to:
 - (a) supply and install all consumables and parts as required such as filters, belts, gaskets, cleaning agents, smoke testing gas / aerosol etc. as required.
 - (b) Accept delivery and supervise distribution of materials to location of equipment.
 - (c) Remove packing, waste material, spent consumables and dispose of appropriately in contractor's waste management system.

6. The Contractor shall place a service label on the fume cupboard/Biosafety cabinet unit upon the first visit and shall initial and date the label upon each visit.
7. The Contractor must provide the service in accordance with:
 - a) SFG 20, Technical Guidance Documents (TGD) 2009 Buildings Regulation Part F,
 - b) BS EN 14175-3 Fume cupboards, Part 3: Type test methods,
 - c) BS EN 14175-7:2012. Fume cupboards for high heat and acidic load,
 - d) BS EN 14175-6:2006 Fume cupboards: Variable air volume fume cupboards,
 - e) BS EN 14175-4:2004 Fume cupboards: On-site test methods,
 - f) DD CEN/TS 14175-5:2006 Fume cupboards: Recommendations for installation and
 - g) maintenance,
 - h) BS 7989:2001 Specification for re-circulatory filtration fume cupboards and the maintenance instructions in this document.
 - i) Any other relevant regulations
 - j) the maintenance instructions as listed in this document at Appendix 2

Contractor Responsibilities

1. Annual Work Schedule
Annual service and maintenance of fume cupboards and bio safety cabinets as per Appendix 1. The contractor will be required to produce a proposed work schedule annually which must be agreed with ATU representative and adhered to.
2. Working Arrangements
University buildings can be occupied at all times with lectures and research undertaken both by students and academic staff. All work will be carried out during normal working hours, i.e., 9.00am to 5.00pm Monday to Friday, pre-arranged times for work to be agreed with Building & Estates and/or the relevant Departments. In the event that there is a requirement for out of hours working this will be agreed in advance with ATU's nominated representative.
3. Supply of materials, equipment, quality of service
A high-quality service is required, and the Contractor's staff will be expected to re-attend any areas of work that are found to be not satisfactory. The contractor's staff should wear PPE clothing, footwear, goggles, masks and any other type of safety apparel required specifically for conducting the maintenance work. All tools and equipment used must be fit for purpose.
4. Response times to non-urgent calls will be agreed in advance between ATU and the contractor.
4. Security
The contractor must ensure that security of the premises and equipment is maintained at all times. The contractor must ensure that at the end of each day the site is left in a clean and orderly manner and it is the contractor's responsibility to ensure that any equipment left on

site is suitably stored. All storage locations must be locked at all times to prevent anyone gaining access to equipment.

5. Disposal of Waste

The contractor is not permitted to dispose of waste on site. All waste must be removed from site and disposed of in accordance with required regulations.

6. Health and Safety

The contractor must submit to Buildings & Estates before the commencement of the contract the following: (non exhaustive list)

- Copy of the company's signed Safety Policy.
- Risk Assessment Method Statements
- Insurance details
- ATU permit to work e.g. Roof access permit, Working at heights permit and other permits as required.

The contractor must comply with the Safety, Health and Welfare at Work Act 2005, The Safety, Health and Welfare (General Application) Regulations 2007 to 2016, The Safety, Health and Welfare at Work (Construction) Regulations 2013, Code of Practice relating to the safety at work and shall also comply with any directions made by the National Authority for Occupational Safety and Health and all relevant ATU Health and Safety policies and procedures and any updates thereto.

The Contractor must take into account the cost of complying with the aforesaid Acts. The contractor must provide a method statement for the proposed work as per Health and Safety requirements and also the Confined space technical procedure BSE 009. It will be a requirement to sign in at the Estates Office for work in confined spaces, if required. The contractor must undertake the work using solutions and agents that do not present any health risks or damage to themselves, persons in the vicinity, equipment, or surfaces.

7. Scaffolding and Access Equipment

The contractor must provide all safe access equipment needed for the work. ATU will not provide any equipment for access requirements. All access equipment must be fully compliant with all relevant health and safety legislation.

8. Safe Pass

The contractor's staff must provide a copy of the latest up-to-date Safe Pass card. No card will mean no access to the site; these cards must be carried at all times by the contractor's employees.

9. Work Certification

On completion of the work, and following each visit, the contractor must produce a certificate of completion. The certificate shall then be forwarded to the designated ATU Representative without delay. ATU may provide, at stages, independent audits to check the

workmanship of the contractor and where faults are found the contractor will be required to return and fix.

10. Labelling of equipment following service

The contractor shall issue a copy of the label proposed to highlight when the equipment has been serviced and proposed next visit, the labels shall clearly identify quality and equipment reference, Buildings & Estates will sign off on label prior to installation on site, all previous labels to be removed.

11. Damage to property

The contractor will take due care of the University's property. It will be the responsibility of the contractor to repair any damage caused to the University's property by the contractor during repair work.

3.2 Contract Management

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 framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the 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

4 Selection Criteria

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

4.1 Use of the European Single Procurement Document

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

4.2 Relying on the standing of other Entities

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

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

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

4.3 General Declarations and Financial Capacity Requirements

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

General Information	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Financial and Economic Standing	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	(a) Confirmation that the tendering party turnover exceeded €500,000 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. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place:
Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Declaration	
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.	

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

4.4 Technical Capacity Requirements PASS/FAIL

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	Minimum Number
Certified Fume Cupboard technicians/engineers	3
Contract Manager	1
Previous Experience	
Tenderers must provide information clearly demonstrating successful delivery of three previous comparable experience/projects, within the last 5 years, involving the features as defined in the Tender Response Document.	
Health & Safety Management System	
Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the Tender Response Document at Section 3.7 and Section 6 and submit the required documentation with your tender response.	
Quality Assurance Management System	
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the Tender Response Document.	
Environmental Management System	
Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the Tender Response Document	

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 framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini-tenders under the framework agreement.

Criterion A	Weighting	Maximum Marks	Minimum Marks 60%
	30%	3000	1800
Title	Proposed Methodology for Scheduled Maintenance		
Description	Tenderers are required to outline their proposed methodology for meeting the ATU's requirements, in line with the specifications outlined in Section 3 above and in Appendix 2 Sample Annual Inspection Requirements. 1. Your response must provide a detailed site specific proposal describing how the service will be delivered, the annual maintenance schedule, including detailed descriptions of the appropriate processes, methodologies, and technologies that will be applied by your company to ensure successful delivery of the service. 2. The response must provide a description of your organisation's proposed procedures for call out services in respect of equipment faults and / or critical faults which have a safety impact. Your description should take account of your organisation's proposed procedures to ensure that maximum response times will be achieved including in the event of simultaneous call outs occurring at different sites. 3. Tenderers must provide a typical method statement suitable for working in Teaching and Research laboratories.		
Criterion B	Weighting	Maximum Marks	Minimum Marks 60%
	20%	2000	1200
Title	Experience of Proposed team and Quality Control		
Description	1. The response must include a Curriculum Vitae for your proposed contract manager and each member of your maintenance team, using the template provided in the Tender Response document. 2. Describe the measures your organisation proposes to put in place in order to ensure only maintenance technician personnel		

	who are fully trained and qualified are permitted to undertake Fume Cupboard maintenance services. Please provide information on ongoing training and continuous improvement measures your organisation has in place for maintenance personnel. 3. Please include an organisation chart with your response.		
Criterion C	Weighting	Maximum Marks	Minimum Marks 60%
	5%	500	300
Title	Contract Management		
Description	Tenderers must provide details of the proposed Contract Manager including any deputy; the proposals for effective contract management addressing the responsibilities outlined in the RFT above, in addition to proposals for management of complaints including details of escalation procedures and protocols.		
Criterion D	Weighting	Maximum Marks	Minimum Marks 60%
	5%	500	300
Title	Environmental Considerations and Sustainability		
Description	Tenderers must demonstrate how they support and implement environmental and sustainable work practices. Tenderers must dispose of all packaging, waste and replaced parts in compliance with environmental regulations. Please confirm. Tenderers must provide information on how your organisation implements measures such as: (i) prevention or minimisation of waste (ii) use of recycled products and recycling facilities (iii) Energy conservation in your business operations.		
Criterion E	Weighting	Maximum Marks	Minimum Marks n/a
	40%	4000	
Title	Ultimate Cost		
Description	Appendix 4 Pricing Schedule must be completed.		

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

5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

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

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

5.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
65 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
60 – 65%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 60% is unacceptable and considered ineligible from further consideration		

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

5.3 Post Tender Clarification

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

5.4 Verification

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 Instructions for Tenderers

6.1 Closing Date for Tenders

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

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

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

6.2 Submission of Tenders

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

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

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

Accessing documents

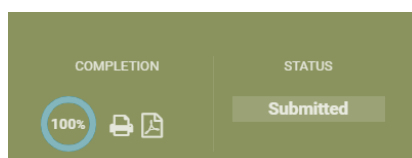
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- (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.

6.3 Queries

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

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

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

6.4 Extension of the Tender Deadline

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

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

6.5 Tender Validity Period

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

6.6 Discrepancies between Documents

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

6.7 Formatting of Tenders / Amending Tender Documents

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

6.11 Correction of errors

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

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

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

6.12 Change in the composition of a Tender

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

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

6.13 Interference and Inducement to Purchase

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

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

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

Potential outcomes can be:

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

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

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

6.18 Award Notices

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

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

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

6.23 Knowledge and Skills Transfer

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

6.24 Currency and Payments

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

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

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

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

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

6.30 Late Payment

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

6.31 Data Protection

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

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

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

6.32 Responsibility of Successful Party

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