



Ollscoil
Teicneolaíochta
an Atlantaigh

Atlantic
Technological
University

TENDER RESPONSE DOCUMENT	
PIF 338 - CFT ID. 8658604 Request for Tender for the Establishment of a Single Party Framework Agreement for	
Lot 1: Multi-Metal Laser Directed Energy Deposition (DED) Additive Manufacturing System	
Tender deadline 12:00 Noon Local Time on 17th August 2026	
Company Name	
Contact Name	
Contact Email Address	
Phone Number	
Postal Address	

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1 Instruction for Completion

All Responses in this Tender Response Document are subject to the rules, conditions and stipulations as set out in the RFT Document.

All responses submitted in this Tender Response Document (TRD) are subject to the rules, conditions, requirements and stipulations set out in the Request for Tender (RFT).

Tenderers must complete and submit their response using this TRD only. Responses submitted in any alternative format, including documents created, amended, recreated, retyped, reformatted, substituted or otherwise produced by the Tenderer, may be deemed non-compliant and rejected.

Tenderers are not permitted to alter, amend, delete, overwrite, recreate, reformat, or otherwise modify any wording, content, structure, forms, declarations, templates, schedules, headings, instructions or other material contained within this TRD or within any template documentation issued as part of this competition.

Tenderers shall not reproduce the questions, response fields, templates or evaluation criteria in a separate document and submit such document in place of, or as a substitute for, this Tender Response Document.

Responses must be provided only in the spaces designated within this TRD and in any attachments expressly requested or permitted by the Contracting Authority. Information contained in appendices, attachments, brochures, marketing materials, hyperlinks or other documents that have not been expressly requested or permitted will not be evaluated and will be disregarded for scoring purposes.

Any TRD that is found to have been altered, recreated, retyped, reformatted, substituted or otherwise modified, in whole or in part, may, at the sole discretion of the Contracting Authority, result in the Tenderer being excluded from further consideration.

Failure to use the prescribed template documentation, including pricing and costing schedules, or failure to comply with the formatting and submission requirements set out in the RFT and this TRD, may result in a tender being deemed non-compliant and excluded from the competition.

Tenderers should ensure that they have read and understood the RFT before completing and submitting their response. Where there is any discrepancy between this TRD and the RFT, the RFT shall take precedence.

This document **MUST** be used for the submission of tenders. Tenderers must follow the instructions contained in this document in relation to attachments, links, word limits, formatting requirements and any other submission requirements.

If a Tenderer considers that the TRD does not contain sufficient information or sections to facilitate a complete response, they should notify the Contracting Authority as soon as possible.

Where suppliers are co-operating to deliver the services, a separate TRD must be completed for each co-operating party together with a statement identifying the lead party and clearly defining the roles and responsibilities of each entity.

2 CONFORMITY WITH THE TECHNICAL AND FUNCTIONAL SPECIFICATION

Tenderers **MUST** complete **Appendix 2**

This must be completed with reference to section 2 and Appendix 1 of the Instructions To tender – ‘Specification of Requirements under the Framework’ where comprehensive details are provided on the specification required.

Where a supplier cannot meet the mandatory requirement(s) they shall be eliminated from the competition. **M** = Mandatory.

Pass/Fail Criterion will be used to evaluate this section

3 Tenderer Information

3.1 General Contact Information

A1. General information		
Weighting: Pass/Fail		
Pass requirement: Candidates must complete this Section. If the Candidate is a grouping, then a separate questionnaire must be completed for each group member.		
Organisation Name:		
Contact Name:		
Position:		
Address:		
Telephone (Office):		
Telephone (Mobile):		
Email:		
Website:		
Companies Registration Number (or equivalent based on country of establishment)		
Country of Establishment if outside Ireland		
Date of Establishment:		
Legal Status (Company, Sole Trader, etc.):		
Please answers the following questions with 'Yes' or 'No':	Yes	No
1) Is the Candidate a Small and Medium-size Enterprise (SME) as defined in the European Commission's Recommendation 2003/361/EC ¹ ?	☐	☐
2) Is the Candidate a consortium / group of Economic Operators?	☐	☐
3) Is the Candidate a Lead Candidate acting on behalf of a group of economic operators regardless of legal form of grouping?	☐	☐
4) Is the Candidate relying upon another entity including sub-contractors to meet some/or all of the qualification requirements under the selection criteria?	☐	☐
5) Is the Candidate only relying on the other entity(s) to deliver services under the framework(s)?	☐	☐
6) Does the Lead Candidate confirm that if successful those other parties are available to deliver the services when required and may be required to co-sign the formal Contract?	☐	☐
Details of other parties:		
If the answer to any of the above questions 4 and 5 is 'Yes', full details of the other parties relied upon must be provided below by the Lead Tenderer. Please note that where this entity is being relied upon, this must be clearly identified, where relevant, throughout the Tender Response.		
Please detail the contributions of other parties:		

¹ SMEs are enterprises which employ fewer than 250 persons, and which have an annual turnover not exceeding €50 million, and/or an annual balance sheet total not exceeding €43 million.

Name of Entity	Selection criterion where Candidate is relying on their resources to qualify: <i>and/or</i> Service to be delivered by third party:	Check the box to confirm the third-party is clearly identified throughout the response
		☐
		☐
		☐

4 Response to the Selection Criteria

4.1 Tenderer's Statement

Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer. Tenderers are asked to scan the signed document and return it with their tender submission via the electronic post-box.

TENDERERS' STATEMENT

TO: Atlantic Technological University (the "Contracting Authority")

RE: 26/238- Request for Tender for the Establishment of a Single Party Framework Agreement for the supply, installation, and commissioning for a Multi-Metal, Laser Directed Energy Deposition (DED) Additive Manufacturing System

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1.	We understand the nature and extent of the Services to be delivered as described at Section 3 of the RFT Document.
2.	We accept all of the Terms and Conditions of the RFT, the Framework Agreement, ICT Services Contract and the Confidentiality Agreement and agree if awarded a Contract to execute the Framework Agreement at Appendix 6 , the Services Contract at Appendix 6 and the Confidentiality Agreement at Appendix 6 and the Data Processing Agreement at Appendix 6 to the RFT.
3.	We accept all the Selection and Award Criteria as set out in Sections 3 and 4 of the RFT.
4.	We agree to provide the Contracting Authority with the services in accordance with the RFT and our Tender.
5.	We agree that, if awarded any Contract, we shall, in the performance of such Contract, comply with all applicable obligations in the field of environmental, social and labour law.
6.	We confirm that we have complied with all requirements as set out in the RFT.
7.	The costs submitted by the tenderer shall be the maximum price chargeable by the Framework Member during the initial two (2) years of the Framework Agreement. Price changes thereafter, if applicable, any price adjustments for subsequent years (e.g., Years 3 and 4) shall be strictly limited to increases linked to the Consumer Price Index (CPI), as published by the Central Statistics Office of Ireland.
8.	We shall, if awarded any Contract under the RFT, have in place on the Effective Date of the Contract all insurances (if any) as required by section 4.3 of the RFT.
9.	We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes

	of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.	
SIGNED		Company
(Authorised Signatory)		
Print name		Address
Date		

4.2 Declaration of Bona Fides – Pass/Fail Criterion

Declaration of Bona Fides & Statutory Obligations (Under Public Sector Directive 2014/24/EU - Article 57)			
Weighting: Pass/Fail Pass requirement: Tenderers must complete, sign and date this Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading. This must be completed by each group member.			
Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).			
		Yes	No
1.1	Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box	
1.1a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1b	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1e	the subject of a conviction for money laundering or terrorist financing;		
1.1f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
1.2	Non-payment of taxes or social security obligations Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions? If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved.		

An Economic Operator who answers 'Yes' in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.

2.1	Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation. The Economic Operator:	Yes	No
		Please indicate your answer by marking 'X' in the relevant box	
2.1a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1d	has entered into agreements with other Economic Operators aimed at distorting competition;		
2.1e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1g	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		
2.1h	- is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or - has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or		
2.1i	has undertaken to: unduly influence the decision-making process of the contracting entity, or		

	• obtain confidential information that may confer upon the tenderer undue advantages in the procurement procedure; or • negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.		
Name of Economic Operator:			
Authorised Signatory:			
Name in Block Capitals:			
Position:			

4.3 Declaration re Statutory Obligations – Pass/Fail Criterion

Declaration on Statutory Obligations			
Weighting: Pass/Fail Pass requirement: Tenderers must complete, sign and date this Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant tenderer under each heading. This must be completed by each group member.			
We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment / operation:		Yes	No
(i)	Employment Equality Acts 1998-2011		
(ii)	Equal Status Acts 2000-2011		
(iii)	National Minimum Wage Act 2000 as amended		
(iv)	Organisation of Working Time Act 1997 as amended		
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(vi)	Disability Act 2005		
(vii)	General Data Protection Regulation 2016/679		
(viii)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
This Declaration is made for the benefit of the Contracting Authority I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Economic Operator:			
Authorised Signatory:			
Name in Block Capitals:			
Position:			

4.4 General Data Protection Regulation Requirements – Pass/Fail Criterion

General Data Protection Regulation			
Weighting: Pass/Fail Pass requirement: Tenderers must demonstrate compliance with the General Data Protection Regulation Requirements.			
Requirement		Yes	No
(i)	If we are identified as the successful tenderer, I confirm that we shall sign a Data Processing Agreement which will govern the processing of personal data as part of this contract. The Data Processing Agreement agreed between the Parties shall be governed by, and construed in accordance with, the laws of Ireland and the Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.		
(ii)	If we are identified as the successful tenderer, and are engaging sub-processors, I confirm we shall contractually impose data protection obligations on sub-processors no less protective than set out in the Data Processing Agreement and remain fully liable to ATU for the sub-processor's compliance with our own obligations under the Agreement.		
(iii)	It is the intention of the Contracting Authority that personal data processed shall reside solely in the European Economic Area (EEA) and not be transferred to / accessed from a country outside the EEA. However, if data is stored/processed outside the EEA, for example for hosting, back-up, 24-hour support purposes – including remote access – tenderers will be asked to specify whether an adequacy decision exists in relation to the third country where the processing will take place. I confirm that if we are identified as the successful tenderer and no adequacy decision exists, we will sign the 2021 EU Standard Contractual Clauses AND verify, where appropriate, in collaboration with the Contracting Authority, whether the laws and practices of the third country ensures adequate protection, under EU law, of personal data transferred pursuant to standard data protection clauses, by providing, where necessary, additional safeguards to those offered by those clauses.		
(iv)	If we are identified as the successful tenderer, we shall provide cooperation and assistance to the Contracting Authority in preparing a Data Protection Impact Assessment (DPIA), where necessary, and make necessary documentation available to the Contracting Authority which outlines the technical and organisational measures employed to protect personal data.		

(v)	I can confirm that the solution proposed will allow for the Contracting Authority's data to be completely erased from the cloud system (or exported to a system of the Contracting Authority's choice) after the contract term.		
(vi)	As the successful tenderer, I confirm that we accept that the Contracting Authority shall not accept any liability clauses where Data Processors are indemnified against fines or claims under the GDPR.		
Please provide a narrative on your approach to GDPR:			
This Declaration is made for the benefit of the Contracting Authority I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Economic Operator:			
Authorised Signatory:			
Name in Block Capitals:			
Position:			

4.5 Financial Information – Pass/Fail Criterion – Tenderers MUST Complete All Sections

4.5.1 Tax Compliance		
Option 1: I confirm and declare being tax compliant. The Contracting Authority can verify your tax clearance status through Revenue's online facility at http://www.revenue.ie/en/online/tax-clearance.html To this end, please confirm:	Yes	
	No	
Tenderer Name:		
Tax Reference Number (PPSN):		
Access Number:		
Option 2: I confirm that I hold a current valid Tax Clearance Certificate (generally relates to Non-Residents) To this end, please confirm:	Yes	
	No	
Registration Number:		
Certificate Number:		
Option 3: I confirm that I have applied for Tax Clearance status or a Tax Clearance Certificate which will be made available on request	Yes	
	No	

4.5.2 Financial Capacity			
I confirm that our turnover with regard to provision of Lot 1: Multi-Metal, Laser Directed Energy Deposition (DED) Additive Manufacturing System exceeded €400,000.00 in at least one of the last three completed financial years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months prior to the Tender Submission Deadline.			
Evidence of the foregoing will be required within 7 days of request prior to the award of any contract. If Figures for 2025 are not available please use 2024,2023, and 2022			
Financial Year Tenderers MUST Complete turnover for the years identified.	2025	2024	2023
Turnover	€	€	€
Month of financial year end			
I confirm that I will provide the following promptly on request at any time prior to the tender list being finalised: (evidence of turnover for the past three financial years by way of auditor's letter or audited accounts)	Yes		
	No		
I confirm that I will supply evidence of financial standing, by way of auditor's letter ensuring the tenderer 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.	Yes		
	No		
4.5.3 Insurances Tenderers MUST confirm current levels in place.			
I confirm that we have the following insurances in place:			
Insurance Type	Level in place	Details of Excess	Expiry Date
Employer Liability	€		
Public Liability	€		
Product Liability	€		
Professional Indemnity	€		
I confirm that the insurance cover includes an 'Indemnity to Principal' clause	Yes		
	No		
I confirm that the Republic of Ireland is included in the territorial and jurisdictional limits of the insurance cover	Yes		
	No		
I confirm that I will provide the following promptly on request at any time prior to the award decision being made: Evidence of insurances in place or Letter from Insurance Broker confirming that the required levels could be put in place if successful	Yes		
	No		
I confirm that if successful, where the levels required under the contract or framework are higher than those currently in our possession, I will	Yes		
	No		

be in a position to put the required forms and levels of insurances required in place promptly.		
Please note that the Contracting Authority will seek to verify self-declarations regarding financial capacity prior to next stage of the competition.		
Signed:		
Position:		
Date:		

4.6 Previous Experience - Pass/Fail Criterion

Previous Experience
Weighting: Pass/Fail Minimum requirement to remain eligible in the competition: Applicants must refer to instances within the last three (3) years which demonstrate that they have successfully delivered services of a comparable nature and scale on two (2) occasions. The contracts / client engagements listed should be chosen to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise. In completing the table for each reference, Applicants must provide sufficient information to enable the Contracting Authority to assess whether the services have been successfully delivered, and their comparability to the requirements of this contract. The contracts listed should be chosen to demonstrate your firm's skills, efficiency, experience and reliability in the relevant areas of expertise. 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 services required. Note #1: All required 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, Applicants must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required. Note #2: Where the Applicant is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects must be from the third party identified above under Section A1. Note #3: Applicants must note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Applicant. It is the responsibility of Applicants to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Applicants should also note that the Contracting Authority may at its discretion contact all referees or referees for the Applicants that will be invited to tender only. Note #4: The Contracting Authority may require supporting documentation to verify the details provided by the Applicant and Applicants must provide such supporting information without delay when requested by the Contracting Authority. However, where the Applicant is unable, for a valid reason, to provide the requested documentation, the Applicant must inform the Contracting Authority of the reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, that they have the required capacity to deliver the services.

Note #5: Applicants must note the Contracting Authority may deem an Applicant inadmissible based on the feedback received from the referees indicated in the application, where applicable			
PLEASE REPLICATE TO ENSURE YOU PROVIDE 2 REFERENCES FOR EACH LOT APPLIED FOR			
REFERENCE #1			
This reference contract relates to Lot:	Lot 1	☐	
Client Name:			
Sector the client operates in:			
Public or Private sector client:	☐ Public sector client ☐ Private sector client		
Contact Name:			
Contact email:			
Period of delivery (from/to):			
Contract Value (or range if precise contract value is confidential):			
The contract value above refers to the following period:			
Information in relation to % of contract the Lead Applicant was responsible for:			
If third parties were involved, are they party to this application?	☐ Yes ☐ No		
Insert name(s) of third party/parties (if applicable):			
Outline the role of third parties on the contract:			
Provide details of the contractual arrangement between the two parties:			
Taking account of the features of the contract / scope of the framework agreement, please provide information in relation to the following, demonstrating comparability with the contract being awarded under this procurement. Note: a) Mere affirmation as a response is not sufficient. b) Where a particular statement is not relevant to the reference contract in question, a response of 'Not Relevant' is appropriate. c) Responses should reflect what the Applicant actually did for the reference contract not what the Applicant might have done or could do.			
1. Outline how this contract is comparable with the subject matter of the Lot 1 being tendered.			
Applicant's response:			
2. Details of the type of Laser DED or equivalent equipment supplied including maintenance and after-sales support services provided.(Required for Lots 1)			

Applicant's response:
3. Details of the on-site training provided on delivery to the client.
Applicant's response:
4. Any other relevant information:
Applicant's response:

REFERENCE #2			
This reference contract relates to Lot:	Lot 1	☐	
Client Name:			
Sector the client operates in:			
Public or Private sector client:	☐ Public sector client ☐ Private sector client		
Contact Name:			
Contact email:			
Period of delivery (from/to):			
Contract Value (or range if precise contract value is confidential):			
The contract value above refers to the following period:			
Information in relation to % of contract the Lead Applicant was responsible for:			
If third parties were involved, are they party to this application?	☐ Yes ☐ No		
Insert name(s) of third party/parties (if applicable):			
Outline the role of third parties on the contract:			
Provide details of the contractual arrangement between the two parties:			
Taking account of the features of the contract / scope of the framework agreement, please provide information in relation to the following, demonstrating comparability with the contract being awarded under this procurement. Note: a) Mere affirmation as a response is not sufficient.			

b) Where a particular statement is not relevant to the reference contract in question, a response of 'Not Relevant' is appropriate. c) Responses should reflect what the Applicant actually did for the reference contract not what the Applicant might have done or could do.
1. Outline how this contract is comparable with the subject matter of the Lot 1 being tendered.
Applicant's response:
2. Details of the type of Laser DED or equivalent equipment supplied including maintenance and after-sales support services provided. (Required for Lot 1)
Applicant's response:
3. Details of the on-site training provided on delivery to the client.
Applicant's response:
4. Any other relevant information:
Applicant's response:

4.7 Personnel & Skills– Pass/Fail Criteria

Personnel & Skills			
Weighting: Pass/Fail Minimum requirement to remain eligible in the competition: Tenderers must demonstrate access to at least the minimum numbers of skilled personnel stated. Please note that the skills outlined may reside in the same person.			
Skillset	Number of Full Time Equivalents (FTE)	Number of FTEs provided by 3rd Parties	Minimum Number Required
Account Manager with at least 5 Years Experience			1
Maintenance Technical Support Engineer/Technician			1
Trainer			1
Total			3

Tenderers are reminded that they may rely on the resources of other entities on condition that they are fully described, and that tenderers can prove that they will have these resources at their disposal when required.

****Please attach an organisation chart, clearly identifying all relevant departments, divisions, and 3rd parties, if applicable.**

4.8 Quality Assurance – Pass/Fail Criteria

Quality Assurance				
Weighting: Pass/Fail				
Minimum requirement to remain eligible in the competition: Tenderers should provide information on the measures in place to ensure the delivery of a quality service, for example by way of an externally certified system, or an equivalent in-house quality control process or system.				
Do you operate a Quality Management System?	Yes		No	
Manager responsible for Quality:				
Quality management	Externally Certified		In-house	
If externally certified, please provide the following information:				
Name of Certification Body:				
Date of most recent certification:				
Scope of Certification:				
I confirm that evidence of compliance will be provided promptly on request.	Yes		No	

4.9 Cyber Assurance – Pass/Fail Criteria

Cyber Assurance				
Weighting: Pass/Fail Minimum requirement to remain eligible in the competition: Tenderers must demonstrate that appropriate measures are in place to ensure robust cyber assurance. This may include certification to an external standard (e.g., ISO 27001) or an equivalent internally managed Information Security Management System (ISMS).				
Do you operate an Information Security Management System (ISMS)?	Yes		No	
Information Security Management System	Externally Certified		In-house	
If externally certified, please provide the following information:				
Name of Certification Body:				
Date of most recent certification:				
Scope of Certification:				
If your ISMS is managed internally, please provide the following information				
(i) Outline of Information Security Management Practices: <i>(Tenderers MUST describe the governance structure, risk management processes, controls framework, and key policies.)</i>				
(ii) Evidence of Independent Audits: <i>(Tenderers MUST provide details of recent third-party or internal audit activity demonstrating system effectiveness.)</i>				
I confirm that evidence of compliance will be provided promptly on request.	Yes		No	

4.10 Data Protection – Pass/Fail

Data Protection
Weighting: Pass/Fail Pass requirement: All questions in this section are mandatory and must be completed. Tenderers must indicate either Yes or No for each requirement and provide the narrative response requested. Failure to complete any mandatory question or to provide the required narrative response will result in the Tenderer being excluded from further participation in the competition. Tenderers must demonstrate compliance with all mandatory requirements in order to achieve a pass. Minimum requirement to remain eligible in the competition: Applicants must demonstrate compliance with the General Data Protection Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018, applicable Irish and EU data protection legislation and ATU's GDPR requirements. The

Contracting Authority reserves the right to seek further information to verify compliance. A mere affirmation will not suffice. Tenderers must indicate Yes or No and provide a narrative/response.

Note: Responses should reflect the Tenderer's current approach and capability to comply with GDPR.

The Contracting Authority reserves the right to seek clarification and/or request additional information or supporting evidence to demonstrate compliance.

Data Protection Requirement		Yes	No
DP 1	We confirm that we comply with the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, and all applicable Irish and EU data protection legislation.	☐	☐
DP 2	We confirm that we have appropriate governance, policies, and procedures in place to ensure personal data is processed lawfully, fairly, and transparently in accordance with GDPR principles.	☐	☐
DP 3	We confirm that we will process personal data only on documented instructions from the Contracting Authority and in accordance with applicable law.	☐	☐
DP 4	We confirm that we have implemented, and will maintain, appropriate technical and organisational measures (TOMs) in accordance with Article 32 GDPR to ensure a level of security appropriate to the risk.	☐	☐
DP 5	We confirm that we have processes in place to support data subject rights, including access, rectification, erasure, restriction, portability, and objection.	☐	☐
DP 6	We confirm that we have procedures for detecting, reporting, and managing personal data breaches in accordance with EU and Irish GDPR requirements.	☐	☐
DP 7	We confirm that we have controls in place for the appointment and management of sub-processors, including appropriate contractual safeguards and due diligence.	☐	☐
DP 8	We confirm that we have the capability to implement compliant data hosting, access, and transfer arrangements, including lawful mechanisms for any international data transfers where applicable.	☐	☐
DP 9	We confirm that we will assist the Contracting Authority, where required, in fulfilling its obligations under GDPR, including Data Protection Impact Assessments (DPIAs), audits, and regulatory engagement.	☐	☐
DP 10	We confirm that the solution will enable the Contracting Authority (ATU) to securely export its data in a usable format and/or ensure the complete and irreversible deletion of all ATU data upon expiry or termination of the contract.	☐	☐
DP 11	We confirm that we accept that the Contracting Authority shall not accept any liability clauses where Data Processors are indemnified against fines or claims under the GDPR.	☐	☐

AI Governance and Compliance (Where Applicable)

Note: The AI Governance and Compliance requirements apply only where the proposed solution includes Artificial Intelligence (AI) or automated decision-making functionality.

Item	Requirement	Yes	No
AI 1	We confirm that we have governance measures in place to assess and manage risks associated with AI systems, including transparency, accountability, and human oversight where appropriate.	☐	☐
AI 2	We confirm that any use of AI will comply with GDPR principles, including data minimisation, purpose limitation, and fairness.	☐	☐
AI 3	We confirm that the data of ATU data subjects will not be used to train an AI model (if applicable).	☐	☐
AI 4	We confirm that we can provide information on AI system functionality, decision logic (where applicable), and risk classification.	☐	☐
AI 5	We confirm that appropriate safeguards are in place to mitigate risks of bias, discrimination, or unintended outcomes in AI-enabled processing.	☐	☐
AI 6	We confirm that AI systems (if applicable) will be subject to appropriate security, monitoring, and human oversight controls.	☐	☐
AI 7	We confirm that, where our solution includes Artificial Intelligence (AI) or automated decision-making capabilities, we will comply with the applicable requirements of the EU Artificial Intelligence Act.	☐	☐

Please provide a narrative on your approach to GDPR:

Please provide a concise narrative describing your approach to GDPR compliance. This should include, at a minimum:

- Governance and accountability structures (e.g. DPO, policies, training)
- Data hosting, access controls, and security arrangements
- Data residency and storage locations
- Sub-processor selection, due diligence, and oversight
- International data transfer mechanisms and safeguards
- Technical and organisational security measures
- Data retention and secure deletion policies
- Procedures for supporting the Contracting Authority in fulfilling its obligations under Irish and EU data protection law (e.g. data subject rights, breach notification, DPIAs)

[Insert Response Here]

I confirm that evidence of compliance will be provided promptly on request.	Yes		No	
This Declaration is made for the benefit of the Contracting Authority I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:				
Name of Economic Operator:				
Authorised Signatory:				
Name in Block Capitals:				
Position:				

4.11 Environmental Management Systems – Pass/Fail Criteria

Environmental Management Systems				
Weighting: Pass/Fail Minimum requirement to remain eligible in the competition: Tenderers must demonstrate compliance with all the relevant Environmental legislation and guidelines. The Contracting Authority reserves the right to seek further information to verify compliance.				
Do you comply with all relevant Environmental legislation?	Yes		No	
Manager responsible for Environmental Systems:				
Environmental management	Externally Certified		In-house	
If externally certified, please provide the following information:				
Name of Certification Body:				
Date of most recent certification:				
Scope of Certification:				
I confirm that evidence of compliance will be provided promptly on request.	Yes		No	

4.12 Health & Safety Pass/Fail Criteria

Health & Safety				
Weighting: Pass/Fail Minimum requirement to remain eligible in the competition: Tenderers must demonstrate compliance with all the relevant Health & Safety legislation. The Contracting Authority reserves the right to seek further information to verify compliance.				
Do you comply with the Safety Health & Welfare at Work Act 2005?	Yes		No	
Manager responsible for Health & Safety:				
Health & Safety management	Externally Certified		In-house	
If externally certified, please provide the following information:				
Name of Certification Body:				
Date of most recent certification:				
Scope of Certification:				
I confirm that evidence of compliance will be provided promptly on request.	Yes		No	

5 Sub-Contracting

ATU understands that there may be elements of the contract or framework which may need to be subcontracted or outsourced by suppliers. Please indicate if you propose to use any sub-contractors for the delivery of any element of this contract. **[In this instance, sub-contractors will be an organisation/institution(s) which you may propose to subcontract for elements of the system or service delivery.]**

Do you propose to use any sub-contractors?	
Envisaged Scope of the services to be carried out by the sub-contractor	
Name(s) and contact details of other members of grouping.	Company Name: Company Address: Contact Name: Contact Telephone: Contact Email:
Role of lead member of the grouping	
Role of other members of grouping	

In the event that suppliers are co-operating to deliver the service, a separate Tender Response Document with sections **3.1, 4.2, 4.3, 4.4, 4.5 (if appropriate), 4.6, 4.7, 4.8, 4.9 and 4.10** completed will be required for **each** co-operating party and returned with their tender submission. Failure to provide the foregoing may result in your tender being deemed inadmissible and being eliminated from further evaluation.

6 Response to the Award Criteria

6.1 Response to Qualitative Award Criteria

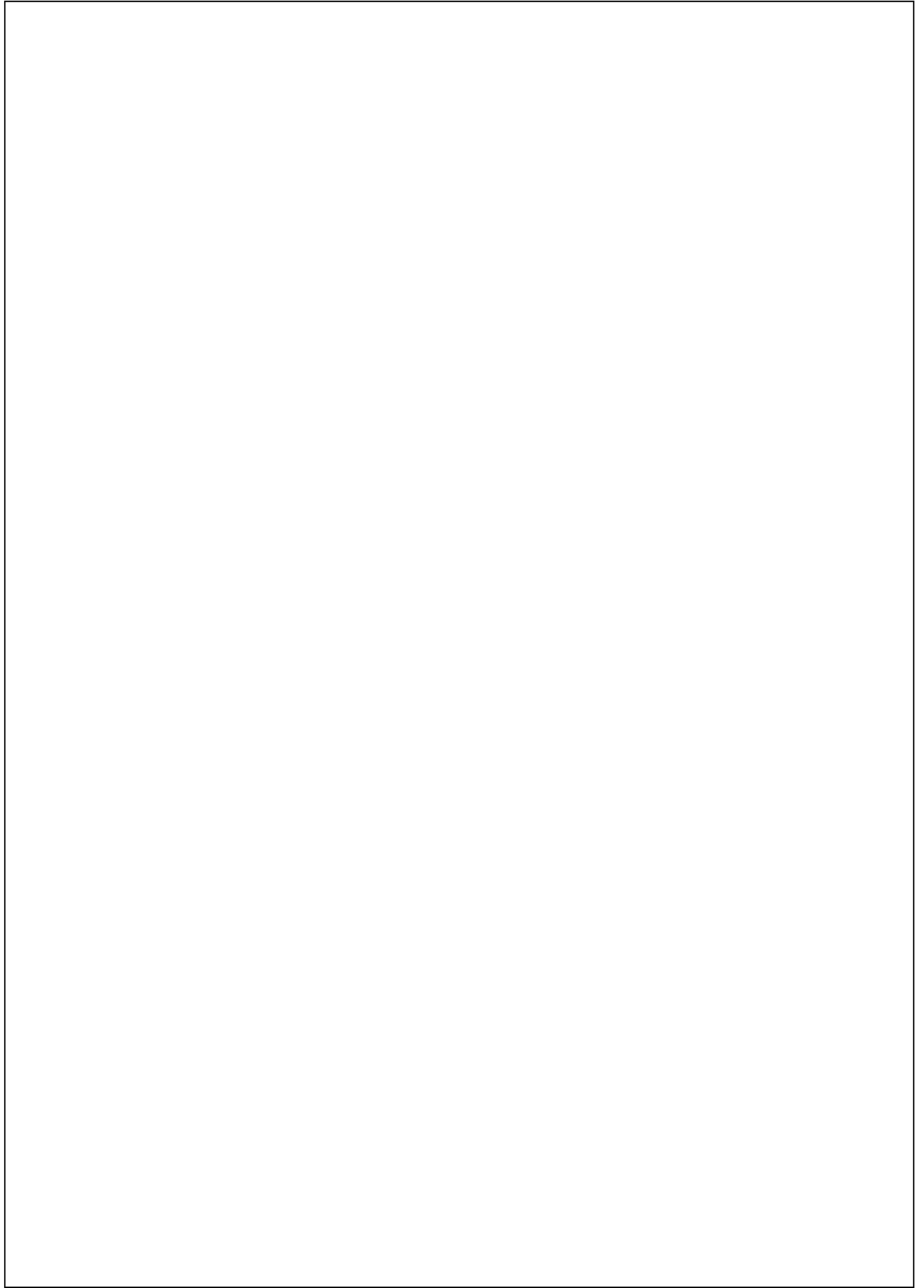
Criterion A	Weighting	Maximum Marks	Minimum Marks 50%
	50%	5,000	2,500
Title	The quality, technical merit, and suitability of the proposed solution for its intended research applications		
Description	Tenderers MUST demonstrate the quality, technical merit and suitability of the proposed Multi-Metal Laser Directed Energy Deposition (DED) Additive Manufacturing System for the intended research applications and clearly show how the proposed solution meets or exceeds the requirements set out in Appendix 1. Tenderers must provide sufficient technical information to enable the Contracting Authority to assess the proposed system's technical capabilities, functionality, performance characteristics and suitability for the research applications envisaged by ATU. This response is supplementary to, and does not replace, the requirement to complete Appendix 2 (Conformity with Technical and Functional Specification). The response MUST include: • A full, bespoke technical specification of the proposed solution, including details of how the proposed solution addresses the requirements set out in Appendix 1 and Appendix 2. • Tenderers MUST clearly demonstrate how the proposed system supports multi-material deposition, in-situ alloying, process monitoring, and open research functionality, as outlined in Appendix 1. • Tenderers SHOULD clearly indicate any areas in which the proposed solution exceeds the minimum technical and functional requirements. • Images or diagrams of the proposed equipment. • Information on the safe operation of the system. • Details of care and maintenance, including routine and specialist servicing. • Model information, including when the system was introduced and any expected upgrade or replacement timeline. • Information on environmental considerations, including energy consumption, emissions (including noise), and any other relevant factors • Details of the system's safety features. • Software, device interaction, and data processing capabilities. • Ancillary equipment, accessories, and available options. • Tenderers MUST confirm that the proposed system is CE marked, where applicable, and fully complies with all relevant EU directives, regulations, and harmonised standards. Evidence of conformity, including certification and declaration of conformity, must be provided. Tenderers may include any other technical information relevant to the proposed equipment. This criterion will be evaluated as a whole. Responses must be limited to ten (10) A4 pages.		

Tenderers must provide their response to this criterion solely within the Tender Response Document provided. Information contained in separate appendices, attachments, hyperlinks, brochures, marketing materials, or other documents will not be evaluated and will be disregarded for scoring purposes, unless expressly requested or explicitly permitted within the RFT.

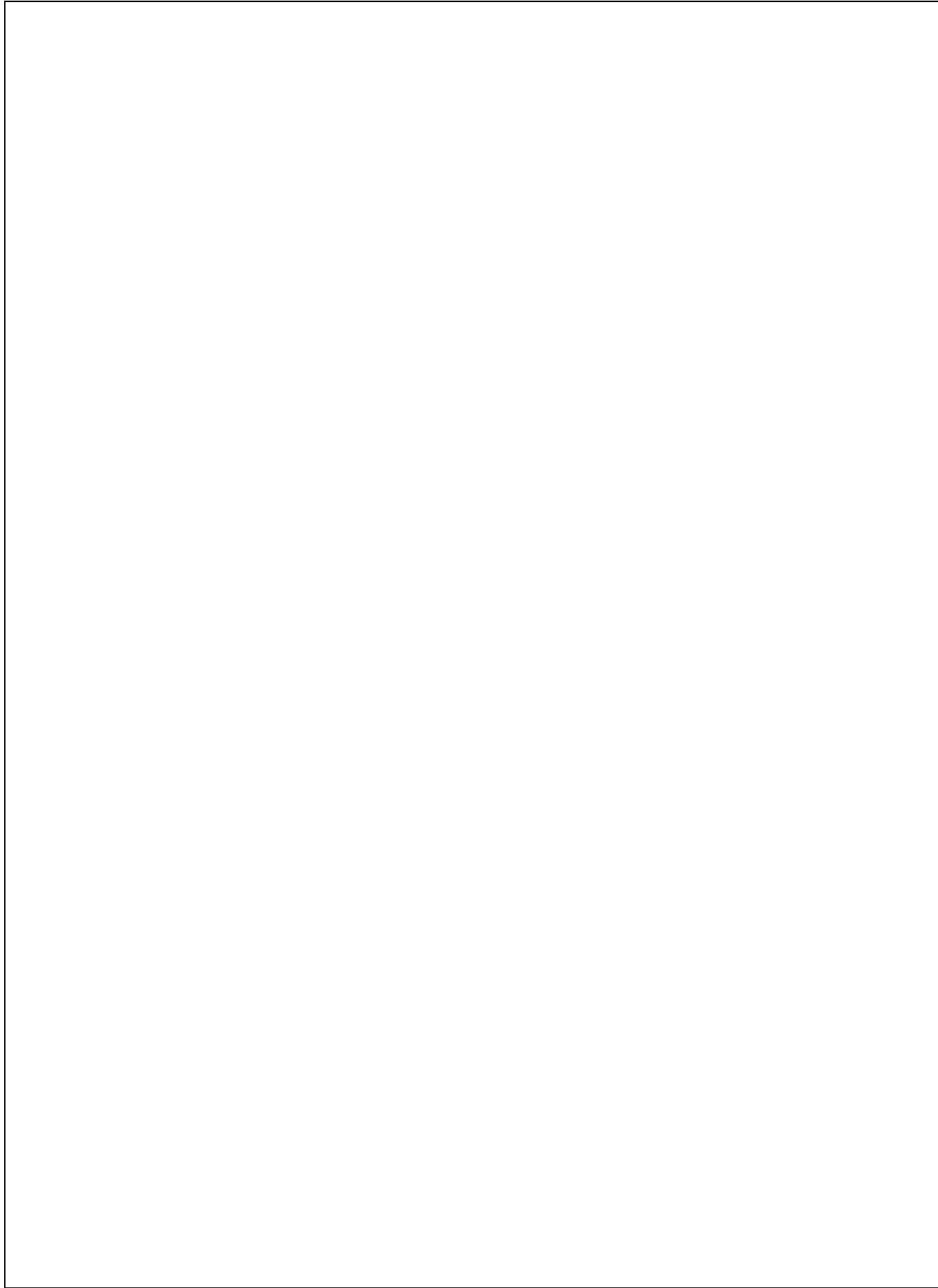
Tenderers must also complete and submit Appendix 2 (Conformity with Technical and Functional Specification). Appendix 2 will be assessed separately on a Pass/Fail basis and does not form part of the scored evaluation under Criterion A.

Tenderer's Response [Start your response here]

Criterion B	Weighting	Maximum Marks	Minimum Marks 50%
	15%	1,500	750
Title	Support, After Sales Service & Warranty		
Description	Tenderers MUST provide clear and detailed information on the support, after-sales service, maintenance and warranty arrangements available throughout the operational lifecycle of the proposed system. The response MUST include: • Customer support arrangements, including helpdesk access, hours and days of availability in Irish time (GMT/GMT+1), response times, and contact methods. Arrangements for support outside standard Irish working hours SHOULD also be clearly outlined. • Procedures for repair, maintenance, and breakdown support, including fault reporting processes, response times, resolution times, and availability of spare parts. • Details of preventative and corrective maintenance, including service schedules and any service level agreements (SLAs) where applicable. • Details of any ongoing, refresher, advanced or specialist training available following installation, and commissioning of the system. • Full details of the warranty, including duration, scope of coverage, exclusions, limitations, service arrangements during the warranty period, and any applicable conditions. • Information on after-sales service arrangements, including technical support, remote diagnostics (where available), and escalation procedures, software updates (where applicable), and technical advisory services. • Details of the availability of spare parts, consumables and technical support form for the proposed system, including the anticipated period the support will remain available. Responses should be specific to the proposed solution and clearly demonstrate how the Tenderer will support ATU throughout the operational life of the system. Responses must be limited to six (6) A4 pages. This criterion will be evaluated as a whole. Tenderers must provide their response to this criterion solely within the Tender Response Document provided. Information contained in separate appendices, attachments, hyperlinks, brochures, marketing materials, or other documents will not be evaluated and will be disregarded for scoring purposes, unless expressly requested or explicitly permitted within the RFT.		
	Tenderer’s Response [Insert your Response Here]		



Criterion C	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1,000	500
Title	Proposed Methodology, Programme for Delivery, Installation & Staff Training		
Description	Tenderers must demonstrate a clear, practical and achievable methodology and programme for the delivery, installation, commissioning and staff training associated with the proposed solution. Tenderers must carefully review the requirements and specification set out in Appendix 1 and Section 2 of the RFT and ensure that their approach aligns with these requirements. • The proposed delivery lead time, from placement of order through to installation, commissioning and operational handover. • An outline of the proposed project team and resources, demonstrating the Tenderer's capacity to deliver the project within the required timeframe. • The proposed approach to supply, delivery, installation and commissioning, including project management arrangements, progress reporting, communication protocols, and the management of risks and contingencies. • The proposed installation and commissioning arrangements, including any site , infrastructure and service requirements, and the respective responsibilities of the Tenderer and ATU. • The calibration, testing and validation processes to be applied, including any associated documentation, certification and records to be provided to ATU. • The arrangements for acceptance, validation and operational handover, including how compliance with ATU's requirements will be demonstrated. • The training to be provided to ATU staff, including training objectives, delivery method, duration, on-site training arrangements, training materials, user documentation and any post-training support arrangements. Tenderers should ensure that the information provided is clear, structured, and specific to the proposed solution, and demonstrates a practical and achievable approach to delivery and implementation. Responses must be limited to six (6) A4 pages. This criterion will be evaluated as a whole. Tenderers must provide their response to this criterion solely within the Tender Response Document provided. Information contained in separate appendices, attachments, hyperlinks, brochures, marketing materials, or other documents will not be evaluated and will be disregarded for scoring purposes, unless expressly requested or explicitly permitted within the RFT.		
	Tenderer’s Response [Insert your response here]		



Criterion D	Weighting	Maximum Marks	Minimum Marks 50%
	10%	1,000	500
Sustainability and Value Add Services			
Title	Tenderers MUST describe their approach to sustainability, innovation and value-add services in the delivery of the contract and framework agreement. Tenderers should address the following in their response: • How sustainable practices will be applied specifically to the delivery, installation, operation, maintenance and end-of-life management (where applicable) support of the proposed solution. • Any innovative approaches, technologies, methodologies or processes that will improve the delivery, performance, efficiency, effectiveness or user experience associated with the proposed solution. • Details of any additional services, benefits or enhancements offered at no additional cost to the Contracting Authority, including: • The nature of the service • The benefit to ATU • The proposed timing for delivery Responses should focus on practical, measurable and deliverable actions relevant to the delivery of the Contract and Framework Agreement, rather than general organisational policies, corporate statements or aspirations. Higher scores will be awarded to responses that demonstrate a clear, credible, and achievable approach to sustainability, innovation, and added value in the delivery of the contract. Responses must be limited to two (2) A4 pages. This criterion will be evaluated as a whole. Tenderers must provide their response to this criterion solely within the Tender Response Document provided. Information contained in separate appendices, attachments, hyperlinks, brochures, marketing materials, or other documents will not be evaluated and will be disregarded for scoring purposes, unless expressly requested or explicitly permitted within the RFT.		

Tenderer's Response [Insert your response here]

6.2 Response to Ultimate Cost Criterion E - Form of Tender

Criterion E	Weighting	Maximum Marks	Minimum Marks
	15%	1500	n/a
Title	Ultimate Cost		
Description	Tenderers must complete the Pricing Schedule at Appendix 3 in full. Tenderers must then insert the TOTAL EVALUATION COST from Tab 1 of Appendix 3 into the Form of Tender below. The amount entered in the Form of Tender must exactly match the TOTAL EVALUATION COST calculated in Tab 1 of Appendix 3. The Tenderer's pricing submission must include all costs, charges, expenses, fees, duties and other amounts associated with the delivery, installation, commissioning, training, warranty and support requirements specified in the RFT. Where a discrepancy exists between the amount stated in the Form of Tender and the Pricing Schedule, the Contracting Authority reserves the right to seek clarification and/or determine the value to be used for evaluation in accordance with the provisions of the RFT. Failure to complete Appendix 3 in full or failure to insert the TOTAL EVALUATION COST in the Form of Tender may result in a tender being deemed non-compliant.		

[The Form of Tender must be completed in full and signed and dated by an authorised representative of the Tenderer on the following pages. Failure to complete, sign and date the Form of Tender may result in the tender being deemed non-compliant.]

FORM OF TENDER

To:	Atlantic Technological University
From:	
Subject:	Lot 1 Multi-Metal, Laser Directed Energy Deposition (DED) Additive Manufacturing system

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Request for Tender (RFT) document.

Ultimate Cost	Total Cost (excl. VAT)	Total Cost (incl. VAT)
Total Evaluation Cost” (as calculated in Tab 1 of Appendix 3) - Initial Contract under Lot 1 Multi-Metal Laser Directed Energy Deposition (DED) Additive Manufacturing System	€	€
I/We confirm that Appendix 3 Pricing Schedule has been completed in full and that the “Total Evaluation Cost” entered above is identical to the Total Evaluation Cost” calculated in Tab 1 of Appendix 3. I/We acknowledge that Appendix 3 shall be used to establish the rates applicable to the initial contract and the framework agreement. Please tick yes or no.	Yes	No
I/We further confirm that pricing has been submitted using Appendix 3 Pricing Schedule and that Appendix 3 has not been amended, recreated, substituted, reformatted or replaced with an alternative pricing template or document. Please tick yes or no.	Yes	No
Note 1: The figures above are notional volumes and provide no guarantee of work to be awarded under this framework agreement. It is being used purely to enable assessment of the notional cost for the framework agreement and ensure certainty of rates for work under the framework.		
Note 2: Note to Tenderers where resources are required for a day(s) or part of a day within this timeframe the amount payable will be a pro-rata proportion of the hourly rate; The daily rate will be based on an eight (8) hour day (for example, the daily rate will be eight times the relevant hourly rate).		
Note 3: Tenderers must complete all elements of this Pricing Schedule by completing ALL the cost tables above. Amounts must be given in figures to two decimal places. Spaces must not be left blank. The terms “included”, dashes, “NA”, or similar terms, must not be used – figures must be used at all times. If Tenderers do not include a rate for any element, the Contracting Authority will insert a rate of €0 and mark on that basis. This will be the rate applicable to that element if the Tenderer is successful.		
Note 4: Pricing under this Framework Agreement shall remain fixed for the initial two (2) years from the Framework commencement date, irrespective of any inflation, cost increases, or market fluctuations during this period. Any price adjustments for subsequent years (e.g., Years 3 and 4) shall be strictly limited to increases linked to the Consumer Price Index (CPI), as published by the Central Statistics Office of Ireland.		
Note 5: Tenderers must provide full pricing transparency in the Pricing Schedule, with no separate charges for account management or ancillary services.		
Note 6: Initial contract term is 1 (one) year, aligned with current funding; subsequent years 2–4 are available only under the framework.		

Note 7: The Contracting Authority reserves the right to increase or decrease quantities and requirements during the term of the Contract and Framework Agreement.

I/We confirm that I/we:

- Have priced our tender on the basis of all rates being inclusive of all out of pocket expenses (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs,
- Will keep this offer for the contract / framework open for acceptance by you for a period of 12 months from the date of deadline for submission of tenders,
- Agree that you are not bound to accept the most economically advantageous or any tender you may receive,
- Agree that the rates stated constitute the maximum prices applicable for the first two (2) years of the Framework Agreement. Any price adjustment in Years 3 and 4 shall be limited to increases in line with the Consumer Price Index (CPI), as published by the Central Statistics Office of Ireland.
- Have read and thoroughly examined the RFT,
- Fully understand the RFT and the Client's requirements,
- Undertake to treat the details of the RFT, its tender and any subsequent agreements as private and confidential,
- Acknowledge that acceptance by the Contracting Authority of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract is awarded / framework agreement has been established between the Contracting Authority and the tenderer,
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the contract,
- Have included all elements necessary for the performance of the specified requirements, which are either expressly stated in the RFT or contained in any supplementary information or which could reasonably be inferred therefrom,
- Have found no errors, omissions, conflicts or ambiguities in the RFT except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries,
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of tenders,
- Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, civil/family status, sexual orientation, religion, age, disability, race, or membership of the traveller community.
- Agree that as a condition of award, it shall be our sole responsibility to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation,

duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

Signed:	
Name (in Capital Letters):	
On behalf of:	
Address:	
Telephone (Office):	
Telephone (Mobile):	
Email:	
Date:	

7 Checklist

Section	Element	Section Complete/ Evidence Supplied
3.1	Tenderer Information	
4.1	Tenderer's Statement <i>Note: this is to be provided on Tenderers headed notepaper.</i>	
4.2	Declaration of Bona Fides	
4.3	Declaration re Statutory Obligations	
4.4	General Data Protection Requirements Declaration	
4.5	Financial Information	
4.5.1	Tax Compliance	
4.5.2	Turnover	
4.5.3	Insurance Cover	
4.6	Previous Experience	
4.7	Personnel and Skills	
4.8	Quality Assurance	
4.9	Cyber Assurance	
4.10	Data Protection	
4.11	Environmental Management Systems	
4.12	Health and Safety	
5	Sub-Contracting	
6.1	Response to Qualitative Award Criteria	
6.2	Response to Ultimate Cost Criterion	
Appendix 2	Mandatory Requirements Pass/Fail	