



INVITATION TO TENDER

Title	Supply, Delivery, and Installation of a Device Measuring Body Composition Via Air Displacement Plethysmography
Procedure	Open
DCU Reference	DCU-26029-G
Issue Date	Wednesday 12 August 2026
Closing Date for Queries	Friday 28 August at 17:00 (Irish Time)
Closing Date for Tender Submission	Wednesday 09 September 26 at 12:00 (Irish Time)
Submissions and Queries via	eTenders only
Submission Format	Responses must be uploaded as a ZIP file in order to protect the integrity of file names.



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1. General Information

1.1 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 DCU (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 DCU 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. DCU’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.

DCU reserves the right to discontinue the procurement process at any time.

1.2 Small and Medium Enterprise participation

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

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

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

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

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



1.3 Use of Tender Response Document

Please note that information relating to this Invitation to 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 DCU accepts no responsibility for information relayed (or not relayed) via third parties.

DCU 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.

2. About DCU

2.1 The Contracting Authority

Dublin City University (hereinafter referred to as “DCU,” “the University,” or the “Contracting Authority”) is the authority responsible for this procurement.

Dublin City University (DCU) is a leading innovative European University. It is proud to be one of the world's leading Young Universities and is among the world's top 2% globally. DCU is known as Ireland's University of Impact, with a mission to 'transform lives and societies' and focuses on addressing global challenges in collaboration with key national and international partners and stakeholders.

DCU has over 20,000 students in five faculties spread across three academic campuses in the Glasnevin-Drumcondra area of North Dublin. Thanks to its innovative approach to teaching and learning, the University offers a 'transformative student experience' that helps to develop highly sought-after graduates. DCU is currently No. 1 in Ireland for Graduate Employment Rate, and for graduate income (CSO).

DCU is a research-intensive University and is home to a number of SFI-funded Research Centres. The University participates in a range of European and international research partnerships. DCU is also the leading Irish university in the area of technology transfer as reflected by licensing of intellectual property.

As a 'People First' institution, DCU is committed to Equality, Diversity, and Inclusion - a university that helps staff and students to thrive. The University is a leader in terms of its work to increase access to education and is placed in the world's Top 10 for reducing inequalities in the Times Higher Education Impact Rankings.

DCU's mission is to transform lives and societies. The current DCU Strategic Plan can be found here:

www.dcu.ie/strategy

3. Scope of Contract

3.1 Scope of Requirements under the Contract

Tenders are sought for the Supply, Delivery, and Installation of a device measuring body composition via air displacement plethysmography for the Health and Human Performance Laboratories.

Please refer to Section 4 for the detailed specification of requirements.

3.2 Duration of the Contract

The contract will be for a period of five years to allow for the supply and delivery of the equipment as specified in Section 4, and for the additional service and warranty options set out below.

3.3 Details of Options

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

3.4 Estimated Value for the Contract

It is envisaged that maximum spend under this contract will not exceed €78,000 excluding VAT. DCU may be unable to accept tenders that exceed this figure.

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

3.5 Compliance with the Terms and Conditions of the Contract

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

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 7*) of this document.

3.6 Award to Runner Up

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

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

4. Specification of Requirements

4.1 Detailed Specification of Requirements

Tenders are sought for the Supply, Delivery, and Installation of a device measuring body composition via air displacement plethysmography for the Health and Human Performance Laboratories. The laboratories are located on the first floor of the Polaris Building, at DCU's Glasnevin campus. All costs must include delivery and installation to the first-floor laboratory of all materials required for the proposal. This equipment will be used to aid teaching and applied research in a bid to bring DCU to the fore in terms of Sport Science & Health in Ireland and Europe.

4.1.1 Core Technical Requirements

Ref	Requirement
T1	The proposed instrument MUST be suitable for both teaching and applied research setting in the field of Sport Science. Please confirm and detail
T2	The proposed instrument MUST use air displacement plethysmography to measure body composition. Please confirm and detail
T3	The proposed instrument MUST measure fast mass and free fat mass in a non-invasive and quick manner. Please confirm and detail
T4	The proposed instrument MUST have a high degree of accuracy and reliability. Please confirm and detail
T5	The proposed instrument MUST be compatible with standard PC and capable of presenting data analysis. Please confirm and detail
T6	The proposed instrument MUST include interpretation program and test screens. Please confirm and detail.
T7	All relevant software for operation must be included. Please confirm and detail
T8	All software updates MUST be included. All software/hardware upgrades to the system which become available during the life of the contract MUST be provided free of charge. Please confirm and detail and state any additional cost in Section 2 Cost Criterion – Form of Tender pricing table.
T9	Compliance with all relevant European health and safety standards, quality assurance and protocols is Mandatory. Please confirm and detail
T10	The proposed instrument MUST be CE compliant and marked, and power source standard plug fitting (three prong plug). Please confirm and detail

4.1.2 Desirable/Optional Technical Requirements

Ref	Requirement
T11	It is desired that the proposed instrument has the capabilities to measure both adults and children. Please confirm and detail
T12	It is desired that the proposed instrument has the capabilities to account for thoracic gas volume within measurements. Please confirm and detail

4.2 Product Service and Support

Ref	Requirement
P1	Delivery must include all Shipping Charges, insurance, customs duties, and all aspects as outlined in DDP (Delivery Duty Paid) incoterms.
P2	Tenderers MUST give details of lead time for delivery, installation, commissioning (if required), and training from the date the Purchase Order is received (in weeks). Please confirm and detail.
P3	Delivery and installation must be to the 1 st floor of the Polaris Building. It will be up to the winning tenderer to ensure the equipment is delivered to and installed on the 1 st floor. Please confirm and detail
P4	The equipment should be installed and commissioned in a location defined by the University by an appropriately qualified engineer on an agreed date with Factory Acceptance Tests at customer site.
P5	The installation of all electrical items must be in accordance with but not limited to European standards/ regulations and all relevant amendments.
P6	The warranty should be of an on-site nature including all direct costs connected with warranty actions, including all hardware, software, call outs, 1 preventative maintenance visit per year, travel, and parts. Detail specific inclusions and exclusions of warranty.
P7	Maintenance of and upgrades to software are to be included within the warranty period.
P8	Equipment should be installed, commissioned within three months of contract

P9	Provide details of facility requirements (if any) for delivery to DCU. This should include: · Number of containers and approximate weight of each · Any clearance requirements (if necessary). · Requirements for Health & Safety · Requirements for site access
P10	Training for at least 4 (four) University personnel, onsite (Dublin City University) should be included after commissioning to cover set up / system familiarisation, operation of the equipment, troubleshooting, maintenance, and associated software once the equipment is in place. Date and timing of training to be confirmed with DCU and winning tenderer. Please confirm and detail
P11	Provide fixed costs for each additional year commencing at the end of the initial warranty period to cover, at the option of the University, a comprehensive on-site maintenance contract covering all parts and labour, and guaranteed response times for up to 3 years. If different levels of service (such as response times) for maintenance cover are available show these with costs. The scope and exclusions for maintenance cover should be made clear.
P12	Provide details (location, accreditation, qualified numbers etc.) for: customer/technical support facilities, servicing facilities.
P13	Provide details of the following: • How long spare parts will be available, specify lead times for replacement spare parts. • Your response times for a qualified service engineer to be on site following the report of a breakdown.
P14	The tenderer MUST have a dedicated specialist at their disposal and fully qualified service personnel who can respond to service calls. Please confirm and detail
P15	Please outline the company customer service and your escalation policy including what process is in place for escalating a call-out, if a breakdown cannot be resolved over the phone or after the first visit.
P16	The Tenderer SHOULD provide details of guaranteed response times in the event of equipment breakdown both in relation to phone support, online/remote support, and arrival on site by a fully trained service engineer during the warranty period and post-warranty. Please detail.
P17	The Tenderer SHOULD state the details of any extended Warranty. Detail specific inclusions and exclusions of extended warranty of up to 4 years optional to purchase warranties on a yearly basis.

	Please include price per annum, details of coverage and maximum term of coverage. Please confirm and detail any additional costs in Section 2 Cost Criterion – Form of Tender pricing table.
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4.3 Sustainability

Ref	Requirement
S1	Provide power consumption data of running the equipment in various modes of operation.
S2	Provide details of approach to reducing environmental impact of service delivery. (for example, minimising packaging and waste).
S3	It is DESIRABLE that all Tenderers dispose of all packaging and waste, using environmentally friendly sources, after installation and commission has been completed. Please confirm and detail

4.4 Contract Management

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

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

4.5 Sustainability

DCU is committed to placing sustainability at the core of all the University's activities and to demonstrating leadership in our operational sustainability and is committed to understanding the impacts of all our activities and establishing science-based targets and action plans to reduce and mitigate these impacts. In our Sustainability Charter we have committed to identifying the carbon footprint of goods and services consumed by our university and to work with suppliers to reduce these.

More information is available from www.dcu.ie/sustainability

5. Evaluation

5.1 Selection Criteria

DCU is using the Open procedure for the award of this contact, 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.

5.1.1 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.

5.1.2 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 DCU that they will have these resources at their disposal when necessary.

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

5.1.3 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 €190,000 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.	
Insurance	Confirmation of the following insurances being in place:	
Insurance Type		Required Level
Employer's Liability (see notes below)		€13 million
Public Liability (see note below)		€6.5 million
Product Liability		€6.5 million
Notes re Employer's Liability • an indemnity to Principals clause must be included. • Sole traders with no employees are not required to have this insurance. • In the case of certain jurisdictions, alternative insurance arrangements exist (such as Government schemes) • The nearest currency equivalents may be accepted depending on the level of cover. Note re Public Liability • an indemnity to Principals clause must be included		
Declarations		
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.		

Complete the Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

5.1.4 Technical 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.

Previous Experience
Tenderers must provide information clearly demonstrating successful delivery of two previous comparable experience/projects, involving the features as defined in the TRD.
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 TRD. Evidence of compliance will be required as condition of contract award.

5.2 Award Criteria

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

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

Award Criteria	Weighting	Marks Available	Minimum Marks
Criterion A - Cost Tenderers must complete the Form of Tender in the Tender Response Document	30%	3,000	Not applicable
Criterion B – Fitness for Purpose of the Proposed Solution Refer to Tender Response Document 3.2	40%	4,000	2,000
Criterion C – Product Service and Support Refer to Tender Response Document 3.2	25%	2,500	1,250
Criterion D – Sustainability Refer to Tender Response Document 3.2	5%	500	Not applicable
Total	100%	10,000	

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

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

5.2.2 Methodology for scoring Qualitative Criteria

Qualitative criteria will be scored using the following system applied to each individual qualitative weighting:

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.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible from further consideration		

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

5.2.3 Post Tender Clarification

At the discretion of DCU, 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.

5.2.4 Verification

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

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

5.2.5 Clarification of Abnormally Low Tenders

If DCU 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 DCU in respect of all elements of the tender submission that DCU deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address DCU's concerns, may, at the discretion of DCU, result in the elimination of the tender in question based on it being considered abnormally low.

5.2.6 Right to Confirm Suitability

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

5.2.7 Post-Tender Negotiation

DCU reserves the right to enter negotiations with some or all Tenderers in order to refine and improve the tender(s) received in order to ensure that prices, delivery, or associated terms are competitive.

Negotiations may be held on all aspects of the service under each of the published Award Criteria.

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 post-box facility on eTenders, and tender responses must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only tenders submitted to the electronic post-box 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

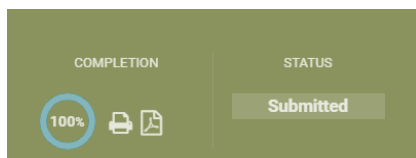
6.2.1 Accessing Documents

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

6.2.2 Submitting your Response

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



If you do not receive a message similar to above, 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 the file names.

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

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

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting

Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

A pdf version of the Invitation to 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 Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

6.8 Formatting of Tenders / Amending Tender Documents

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

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

6.9 Modifications to Tenders prior to the Closing Date of Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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.

6.18 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 Invitation to 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.

6.19 Notification of Tender Evaluations

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

Potential outcomes can be:

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

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderers 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').

6.20 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.

6.21 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.

6.22 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).

6.23 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."

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

6.25 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.

6.26 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.

6.27 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.

6.28 Compliance with all Relevant Employment Law Obligations

Tenderers shall ensure that all rates quoted for the provision of services allow for statutory deductions such as PRSI, PAYE, Annual leave/Holiday pay.

It is the obligation of the successful tenderer/s to ensure that any foreign personnel have provided them with the necessary documentation to prove that they can legally work in this country.

Prior to expiry of the agreement, if requested, the successful tenderer shall, upon the termination of this agreement for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the services as may be required by the Contracting Authority. The successful tenderer agrees to the Contracting Authority releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the services upon expiry of the Term or earlier termination of this contract for whatever cause.

Where applicable, tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

6.29 Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships, they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

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

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this ITT the Contracting

Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged, or responded to.

6.30 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.

6.31 Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of Contracting Authority. Replacement personnel must be of equal or better standing than those of the personnel originally proposed in terms of qualifications and experience.

6.32 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 invitation to 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.

6.33 Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers of tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement / contract. This requirement must continue to be maintained throughout the duration of the operation of this framework agreement.

6.34 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).

6.35 Freedom of Information

All responses to this Invitation to 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 Invitation to 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.

6.36 Late Payment

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

6.37 Data Protection

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

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

6.38 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.

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