

OPEN PROCEDURE
REQUEST FOR TENDER FOR A CONTRACT
RECOMMENDED FOR BELOW EU THRESHOLD ONLY
(OGP TEMPLATE TO BE USED FOR ABOVE THRESHOLD)

Scope of Contract	Purchase of 1 No. Diesel Medium Panel Van
Procedure	Open Procedure – National Level
Key Dates	
Issue Date	As per E-Tenders
Closing Date for Queries	As per E-Tenders
Closing Date for Tender Submissions	As per E-Tenders
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.	
Please note that the Contracting Authority has supplied a Tender Response Document (and where relevant a separate pricing document) which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.	

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Tipperary County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website www.tipperarycoco.ie and below:

Tipperary County Council is the local authority for County Tipperary, responsible for providing a wide range of services and representing the interests of its citizens. The council has 40 elected members representing five Municipal Districts, and its administrative centres are in Nenagh and Clonmel.

1.2 Disclaimer

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

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

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

1.3 Use of eTenders

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents.

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

1.4 Use of a Tender Response Document

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

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

- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.
- It is recommended to upload your response as a Zip file in order to protect the integrity of file names.

1.5 Small and Medium Enterprise Participation

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

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

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

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

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

2 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

Purchase of 1 No. Diesel Medium Panel Van

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As per E-Tenders
Closing date for Queries	As per E-Tenders
Dates for Site Visit (if applicable)	N/A
Closing date for Receipt of Tenders	As per E-Tenders
Queries via eTenders during standstill period (if applicable)	To be advised
Award decision	To be advised
Contract Commencement	To be advised

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

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive. Termination of any Contract will be carried out in accordance with the Terms and Conditions of the relevant contract.

2.4 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as appended at the relevant Appendix.

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

2.5 Award to Runner Up

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall

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

3 DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority invites tenders for the award of a contract as specified hereunder.

3.1 Specification

- 1.1. The scope of this specification is to set the minimum requirement for the vehicle to enable it to perform the tasks required. The specification should be read in conjunction with any national regulations in force for vehicles using the public highway and with any EU Directive and Standards in force relevant to Telescopic Handlers and their equipment. The latest edition of the publication referred to applies.
- 1.2. Tipperary County Council (TCC) Machinery Section is currently seeking to Purchase of 1 No. Diesel Medium Panel Van. The scope of this document is to outline the minimum requirements of the Telescopic Handler.
- 1.3. The minimum required life span of the Diesel Medium Panel Van is 10 years and due to the nature of the usage, minimum downtime is a prime consideration. It is imperative that parts are available for maintenance of the machine throughout the 10-year life.
- 1.4. The vehicle offered shall be new and unused, supplied directly by the manufacturer or authorized dealer.
- 1.5. The vehicle must comply with the statutory provisions laid down in current Road Traffic Regulations. The life expectancy of the machine to be at least 10 years.
- 1.6. The Acceptance of any tender will be subject to compliance with Tipperary County Council's tax clearance procedures.

3.2 VEHICLE GENERAL

Chassis Suitability

- i. The Diesel Medium Panel Van shall be a model commonly sold in Ireland. It must be a standard production model for which spares and mechanical servicing facilities are available within 3 working days. Citroen Dispatch, Ford Transit Custom, Peugeot Expert or similar

Vehicle Type

- i. New medium-sized panel van
- ii. Engine to be HVO validated (according to EN 15940 standard)
- iii. Loading Capacity of 5-8m³
- iv. Long wheelbase (LWB) configuration
- v. Right-hand drive
- vi. 3 front seats minimum
- vii. N1 commercial vehicle classification
- viii. Colour: White
- ix. Tenderers are to include for the supply of a tow bar and hitch.
- x. Top mounted LED bars with front and rear strobe lights
- xi. A colour Infra-red reversing camera is also to be included

- xii. The vehicle shall have an audible warning alarm which shall be activated automatically when reverse gear is selected.
- xiii. Airconditioning
- xiv. Radio
- xv. Double-sliding doors on the vehicle sides for payload access
- xvi. Sliding side doors unglazed
- xvii. Two back doors unglazed
- xviii. Fitted steel bulkhead
- xix. Tie down brackets or hooks
- xx. Interior light storage area
- xxi. First Aid kit to be supplied
- xxii. Warning triangle to be supplied
- xxiii. Fire extinguishers to be supplied
- xxiv. Set of extra keys (outside of the standard number of keys supplied)

3.3. VEHICLE REGISTRATION

The vehicle to be supplied registered to Tipperary County Council with all VRT and relevant taxes paid.

3.4 OTHER REQUIREMENTS

- 6.1 A Tenderer may offer equivalent equipment as an alternative to named items in the specification. The successful tender shall ensure that no alterations or additions are made until confirmation has been received in writing from the Machinery Engineer.
- 6.2 A Driver's handbook must be supplied
- 6.3 Price shall include delivery (with a full tank of fuel) to Tipperary County Council, Machinery Yard, Carrigeen Business Park, Clonmel Co. Tipperary
- 6.4 Training and induction for Operators and Workshop staff to be included in cost.

Note:-

any deviation from the manufacturer's literature must be clearly stated i.e. level of trim in cab, paintwork, accessories.

Unstated deviation will have to be rectified or compensated for by the tenderer at their own expense.

4. PRICING

All prices to be quoted in euros ex VAT.

3.2 Details of Options

N/A

3.3 Site Visits

Not Used

3.4 Duration

The contract will be for a period of 1 years

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and duration of extensions will be 0.

3.5 Indicative budget

The indicative budget for the contract is €40,000 ex VAT

3.6 Contract Management

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

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review and examine performance in adherence to an agreed Service Level Agreement and Key Performance Indicators (KPIs);
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

NOTE: Tenderers will note that contract management activities will be non-billable.

4 SELECTION CRITERIA

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

4.1 Use of the European Single Procurement Document

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

4.2 Relying on the Standing of Other Entities

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

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

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

4.3 General, Legal and Financial 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 your 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/or consortium members if applicable.	
Declarations	
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 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 Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.	
Tax compliance, Financial Capacity and Insurances	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners and in their country of establishment.
Financial Standing	(a) Confirmation that the tendering party turnover exceeded €100,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract. Non-Applicable for this tender
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Product Liability - €6.5 million • Environmental Liability Impairment - €6.5 million Non-Applicable for this tender

4.4 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 your tender being considered inadmissible.

4.5 Technical Specifications Pass/Fail

Title TECHNICAL SPECIFICATION			
	Pass/Fail		
Instructions	Respond to all items in the table below with Yes/NO. If requested give specifics in the space indicated. Insert clarification if requested or you need to.		
Do not respond on this document. To be completed on the TRD document			
	Complies	Specify if requested	Comments and clarifications if required
	Yes/No		
New medium-sized panel van			
Engine to be HVO validated (according to EN 15940 standard)			
Loading Capacity of 5-8m ³			
Long wheelbase (LWB) configuration			
Right-hand drive			
3 front seats minimum			
N1 commercial vehicle classification			
Colour: White			
Tenderers are to include for the supply of a tow bar and hitch			

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Top mounted LED bars with front and rear strobe lights			
A colour Infra-red reversing camera is also to be included			
The vehicle shall have an audible warning alarm which shall be activated automatically when reverse gear is selected.			
Airconditioning			
Radio Installed			
Double-sliding doors on the vehicle sides for payload access			
Sliding side doors unglazed			
Two back doors unglazed			
Fitted steel bulkhead			
Tie down brackets or hooks			
Interior light storage area			
First Aid kit to be supplied			
Warning triangle to be supplied			
Fire extinguishers to be supplied			
Set of extra keys (outside of the standard number of keys supplied			

4.6 Minimum Warranty Pass/Fail

Title WARRANTY / AFTER SALES SERVICE				
Minimum 3 years /100,000kms warranty		Pass/Fail		
Instructions	Do not respond on this document. To be completed on the TRD document			
Tenderer's Response				
Warranty. Attach warranty to tender.				
Specify: Length of warranty				
The tenderer must confirm that they have the ability to provide maintenance services, if so required				
The Tenderer must be in a position to provide technical support for the lifetime of the unit if so required				

5 AWARD CRITERIA

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

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

Please note that the maximum marks available is 1,000.

Criterion A Cost		Weighting	Maximum Marks	Minimum Marks Required
		90%	900	N/A
Title	Cost (1 No. Diesel Medium Panel Van)			
Description	Fixed Price			
Criterion B Delivery Time		Weighting	Maximum Marks	Minimum Marks
		10%	100	N/A
Title	Delivery Time			
Description	Please provide information for the following: Number of weeks from order to delivery			

NOTE 1: Tenderers should ensure in their tender submission that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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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
Maximum Marks available for Cost	B
Cost for the tender being evaluated	C
Formula employed	$\frac{A \times B}{C}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Scoring Band	Description
1 (81% - 100%)	An excellent response that fully meets requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
2 (61% - 80%)	A good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
3 (41% - 60%)	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
4 (21% - 40%)	An average response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a significant risk that the delivery of the Contracting Authority's requirements will not be successful.
5 (1% - 20%)	A poor response where limited information was provided and serious reservations exist. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws, is seriously inadequate or seriously lacks credibility with a high risk of non-delivery of the Contracting Authority's requirements.
6 (0%)	No response or response completely fails to address the criterion under consideration.

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

Note: where there is a tie-break, the economic operator with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the economic operator with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the quotation process.

5.3 Post Tender Clarification

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

5.4 Verification Meetings

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.

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, 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 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 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

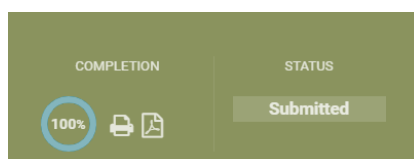
6.1.1 Accessing Documents

It is important to note that you must **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

6.1.2 Submitting your Response

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



If you do not receive a message similar to above and a confirmation email, 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.

6.2 Closing date for Tenders

The closing date for tender submission	As per E-Tenders
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

The closing date for submitting queries	As per E-Tenders
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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 and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

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 Tender Period

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.

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 6 months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a

pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenderers / Amendment of Tender Documentation

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

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.

6.11 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender 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.

Once the tender submission deadline has expired, no new information can be introduced. This includes cost elements.

6.12 Change in the Composition of a Tenderer

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them. Where the original party to the tender was critical to the tenderer meeting some or all selection criteria, any replacement party must meet or exceed the same selection criteria standard.

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

6.13 Interference and Inducement to Purchase

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

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

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

6.17 Notification of Tender Evaluations

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

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

Potential outcomes can be:

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

6.18 Award Notices

Following the award of the contract, an award notice will be dispatched to eTenders announcing the results of the competition.

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in materials used.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of contracts awarded.

6.24 Currency and Payment

The currency 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 exclusive of VAT, with the applicable rate of VAT clearly indicated.

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

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

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

6.30 Late Payment

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

6.31 Data Protection

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

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

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

6.32 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract.

6.33 International Procurement Instrument-IPI

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union’s public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6.34 Responsibility of Successful Party

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