



Comhairle Chontae na Gaillimhe Galway County Council

OPEN PROCEDURE

REQUEST FOR TENDER FOR A CONTRACT

RECOMMENDED FOR BELOW EU THRESHOLD

Scope of Contract	
Establishment of a Single Supplier Framework for the Design, Supply, Installation, Testing, Commissioning and Maintenance of Rooftop Solar PV Systems for Galway County Council	
Procedure	
Open Procedure – National Level	
Key Dates	
Issue Date	21 August 2026
Closing Date for Queries	04 September 2026 12:00
Closing Date for Tender Submissions	11 September 2026 12:00
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.	

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

Galway County Council has established ISO 50001 Energy Management. Galway County Council is committed ISO50001 Energy Management System, and this has been incorporated in all tendering on behalf of the organisation.

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

1.2 Small and Medium Enterprise Participation

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

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

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

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

If the tender is from a consortium / joint venture, Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, 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

Galway County Council (GCC) intends to establish a single supplier framework agreement for the design, supply, installation, testing, commissioning, monitoring, handover and maintenance of rooftop Solar PV systems across GCC buildings. Call-offs will be awarded during the framework term for projects of varying size and complexity, including grid connection support (NC6/NC7 and other applicable processes where relevant).

Galway County Council has approximately 65 buildings under its remit and has approx. 150kWp installed amongst some of its buildings. Energy usage varies widely between building from Leisure Centres, Depots, Offices, Library's and Fire Stations is of the most common types.

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Closing date for Receipt of Tenders	As specified on title page
Clarification meetings (if anticipated)	Contact Alan Gibbons Clarification through e tenders
Award decision	W/C TBC (est)
Contract Commencement	W/C TBC (est)

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.

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 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 proposes to engage in a competitive process for the award of a contract as specified hereunder.

3.1 Specification

The successful framework contractor shall, as required by GCC under individual contract, provide a complete the service for the **design, supply, installation, testing, commissioning, connection support, monitoring, handover and maintenance** of rooftop solar PV systems.

The purpose of this Framework is to streamline the procurement of Solar PV installations by appointing one contractor. However, the establishment of this Framework does not constitute a commitment by the Local Authority to commission any works or to expend any minimum or maximum value. All projects will be subject to internal budget approval, funding availability, and operational requirements, and the Framework may not be utilised in whole or in part.

The scope may include, but is not limited to, the following:

Surveys and Design

- site inspection and measured survey;
- roof suitability review;
- review of access, safety constraints and site conditions;
- indicative structural load review and identification of any need for specialist structural verification;
- PV layout design;
- inverter sizing and electrical design;
- generation estimates;
- export limitation design where required;
- monitoring system design.

SEAI's business solar PV guidance identifies site suitability, grid connection, metering and performance measurement, and operation/maintenance as essential project considerations.

Supply and Installation

- supply and installation of PV modules;
- supply and installation of inverters;
- mounting systems for metal roofs, tiled roofs, flat roofs or other permitted roof types;
- DC and AC cabling;
- isolators, protection devices and switchgear interfaces;
- penetrations, supports and normal making good;
- monitoring hardware and software access;

Compliance and Connection Support

- review of planning permission / exempted development position, subject to final legal/planning confirmation by GCC where required;
- completion and submission support for ESB Networks forms and connection processes, including **NC6**, **NC7** and the applicable connection process for larger systems;
- provision of type test certification and manufacturer data sheets for inverters;
- electrical certification and Safe Electric completion documentation where applicable.

ESB Networks states that the inverter must comply with **IS EN 50549-1 with current Irish settings**, and that the type test certificate for the micro-generator must accompany the application.

Commissioning and Handover

- system testing and commissioning;
- energisation;
- monitoring setup;
- as-built information;
- O&M manuals;
- training for GCC staff;
- defects response and warranty support.

SEAI highlights **commissioning and testing, metering and performance measurement**, and **operation and maintenance** as key project requirements.

Optional Scope

GCC may, under a call-off where expressly required, include any of the following:

- battery readiness or battery integration;
- export limitation equipment;
- roof walkway / safety rail systems;
- reactive and planned maintenance;
- fault diagnostics and remote monitoring support.

SEAI Supports / Grant Schemes (if applicable)

- GCC may, at its sole discretion, seek to avail of supports or grant schemes that may be administered by SEAI or other bodies from time to time. Where GCC chooses to pursue such supports, the Contractor shall provide all reasonable cooperation and documentation reasonably required to support an application and/or drawdown, including (as applicable): technical datasheets, single-line diagrams, performance estimates, metering/monitoring information, commissioning and test certificates, photographs, and itemised quotations/invoices.

- The Contractor shall not represent that any support/grant will be approved. GCC remains responsible for determining eligibility, making any application submissions, and complying with scheme rules and requirements. The Contractor will upload all necessary documentation to SEAI portal for grant approval.

Battery Storage – Optional Pricing (where required or requested)

- Tenderers shall provide optional, separately identified rates for battery-related works, to be used only where expressly requested by GCC under an individual Call-Off. Battery pricing must be clearly separated from base Solar PV pricing and shall not be deemed included in base PV €/kWp rates unless explicitly stated.

At a minimum, tenderers shall provide:

- “Battery-ready” provision – allowance for making a site battery-ready (as applicable), including space/containment, protective devices, isolators, comms/monitoring integration, and pre-wiring/interface arrangements; and
- Battery energy storage systems (BESS) – supply, installation, testing and commissioning of BESS (DC-coupled and/or hybrid), priced on a €/kWh usable basis across capacity bands (e.g. 5–10 kWh, 10–20 kWh, 20–50 kWh, 50–100 kWh and >100 kWh), including inverter/PCS where applicable, BMS, enclosure, monitoring integration, warranties and O&M requirements.
- Where battery options are offered, tenderers shall clearly state key assumptions (e.g. coupling method, usable capacity basis, warranty terms, any fire safety/containment assumptions, and any exclusions).

Technical Requirements

General Design Standard

All systems shall be designed and installed in accordance with:

- all applicable Irish law;
- applicable electrical safety rules;
- applicable manufacturer requirements;
- ESB Networks requirements for microgeneration, NC7 or larger connection processes as relevant;
- GCC project-specific requirements.

ESB Networks requires that micro-generation installations be carried out by a registered electrical contractor to Safe Electric standards and that the inverter comply with **IS EN 50549-1**.

Microgeneration and Inverter Limits

For ESB Networks microgeneration:

- single-phase microgeneration applies up to **25 amperes (approximately 6 kVA)** at low voltage;
- three-phase microgeneration applies up to **16 amperes per phase (approximately 11 kVA)** at low voltage.

The NC6 notification form records **Total Installed Capacity (TIC) in kVA**, showing that the microgeneration process is based on inverter/export/MEC-related capacity rather than panel nameplate alone.

GCC Pricing Position on DC Array Oversizing

For the purpose of this framework, GCC wishes to obtain pricing for:

- a **single-phase inverter limited to 6 kVA with a PV array up to 10 kWp DC**; and
- a **three-phase inverter limited to 11 kVA with a PV array up to 20 kWp DC**.

ESB Networks states that **adding extra PV panels behind an inverter of less than 6 kVA single-phase or 11 kVA three-phase does not require ESB Networks permission**, provided the inverter limit itself is not exceeded and the installation remains compliant.

Tenderers must ensure that:

- the proposed inverter manufacturer permits the proposed DC oversizing ratio;
- string sizing, MPPT limits, DC current limits and protection settings are fully compliant;
- the proposed design remains within the applicable NC6 inverter/export threshold where tendered under the NC6 lot;
- any clipping or performance implications are reflected in the design submission.

Larger Systems

CRU states that NC7 applies where a system is greater than **6 kW single-phase** or greater than **11 kW three-phase**, but not more than **50 kW**.

ESB Networks describes **small scale generation** for inverter-connected installed capacity greater than approximately **50 kVA three-phase** and up to **200 kVA**, with separate application requirements.

Accordingly:

- systems above the NC6 threshold and up to 50 kW may fall within **NC7**;
- systems above 50 kW / kVA class shall be treated under the applicable **larger ESB Networks connection process** and shall **not** be described as NC7.

3.2 Details of Options

Items and Pricing Bands

Tenderers may submit for the following lots.

Item 1 – Single-Phase NC6-Range Systems

- inverter/export limit: **maximum 6 kVA single-phase**;
- PV array pricing band: **up to 10 kWp DC**;
- pricing basis: **€/kWp installed**.

Three-Phase NC6-Range Systems

- inverter/export limit: **maximum 11 kVA three-phase**;
- PV array pricing band: **up to 20 kWp DC**;
- pricing basis: **€/kWp installed**.

Item 2A – NC7 Systems

- above NC6 threshold and up to **30 kWp / kW class**, where eligible under NC7;
- pricing basis: **€/kWp installed**.

Item 2B – NC7 Systems

- above **30 kWp / kW class** and up to **50 kWp / kW class**, where eligible under NC7; including ESB NC 7 costs
- pricing basis: **€/kWp installed**.

Item 3 – Larger Rooftop PV Systems

- above **50 kWp** and up to **100 kWp**; Must include NC 8 Associated costs and G10 relay
- pricing basis: **€/kWp installed**.

Item 4 – Very Large Rooftop PV Systems

- above **100 kWp**;
- pricing basis: **€/kWp installed**.

Overall average cost will be deemed for Tender evaluation:

Example:

- Item 1 **€1,000 kWp**
- Item 2A **€920 kWp**
- Item 2B **€900 kWp**
- Item 3 **€880 kWp**
- Item 4 **€820 kWp**

Average cost = €904 kWp

Roof Type Pricing

For each relevant lot, tenderers shall provide a uplift percentage for below:

- base price for **typical metal roofs**, including common industrial/commercial roof forms such as those frequently found on depots and utility buildings;
- uplift cost for **tiled roofs**;
- uplift or separate rate for **flat roofs / membrane roofs / ballast systems**;
- separate rate or exclusion statement for fragile roofs, roofs requiring specialist access, roofs with abnormal loading restrictions or roofs requiring specialist removal/abatement works.
- Cost for additional Optimisers per Pannel if needed due to shading etc.

SEAI's guidance identifies mounting systems and site suitability as core solar PV design considerations.

Where exceptional and demonstrable movements occur in core PV equipment costs, the Contracting Authority may, at its discretion, permit an adjustment to the tendered rates, limited to the proportion of the works demonstrably attributable to materials, and indexed to a publicly available index (e.g. CSO Construction Wholesale Price Index or equivalent). Labour, preliminaries and overheads shall remain fixed

3.3 Duration

The contract will be for a period of 2 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 2 * 12 Months

In the event that the Contracting Authority exercises its right to extend the framework, rates may be reviewed once at the extension point, by agreement, having regard to prevailing market conditions. Any adjustment shall be capped and shall not exceed 10% of the original tendered rates

3.4 Indicative budget

The indicative costs are to a maximum of €500,000 over the life of the contract. If the contract amount is met before the timeline, then the Framework will cease.

3.5 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 works and services required. The duties of the contract manager will include the following:

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

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 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.	
Financial	
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.
Turnover	(a) Confirmation that the tendering party turnover exceeded [€250,000] during <u>one</u> 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: • Employer's Liability - €13 million • Public Liability - €6.5 million • Product Liability - €6.5 million • Professional Indemnity - €1m

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.

Personnel and Skills Pass/Fail											
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.											
Skillset Required: <table border="1"> <tr> <td>Lead Electrical Contractor</td> <td>1 no. Safe Electric-registered electrical contractor with experience in grid-connected PV systems</td> </tr> <tr> <td>PV System Designer</td> <td>1 no. competent PV designer with demonstrable experience in systems >100 kWp, including array design, inverter selection, string configuration, and loss analysis</td> </tr> <tr> <td>Site Supervisor</td> <td>1 no. designated site supervisor with responsibility for H&S, RAMS implementation, and contractor coordination</td> </tr> <tr> <td>Installation Operatives</td> <td>Minimum of 4 no. trained PV installation operatives, including electrical and roofing competencies</td> </tr> <tr> <td>Commissioning & Testing Personnel</td> <td>Access to competent personnel for testing, commissioning, and handover in accordance with ETCI / NSAI requirements</td> </tr> </table>	Lead Electrical Contractor	1 no. Safe Electric-registered electrical contractor with experience in grid-connected PV systems	PV System Designer	1 no. competent PV designer with demonstrable experience in systems >100 kWp, including array design, inverter selection, string configuration, and loss analysis	Site Supervisor	1 no. designated site supervisor with responsibility for H&S, RAMS implementation, and contractor coordination	Installation Operatives	Minimum of 4 no. trained PV installation operatives, including electrical and roofing competencies	Commissioning & Testing Personnel	Access to competent personnel for testing, commissioning, and handover in accordance with ETCI / NSAI requirements	
Lead Electrical Contractor	1 no. Safe Electric-registered electrical contractor with experience in grid-connected PV systems										
PV System Designer	1 no. competent PV designer with demonstrable experience in systems >100 kWp, including array design, inverter selection, string configuration, and loss analysis										
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Installation Operatives	Minimum of 4 no. trained PV installation operatives, including electrical and roofing competencies										
Commissioning & Testing Personnel	Access to competent personnel for testing, commissioning, and handover in accordance with ETCI / NSAI requirements										
Technical Equipment and Resources - Pass/Fail											
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.											
Technical Equipment & Resource Required											

Access Equipment	Safe access systems appropriate to roof type (e.g. scaffold, MEWP, fall-arrest systems)	
Electrical Test Equipment	Calibrated insulation resistance testers, continuity testers, IV curve tracer (or equivalent), and earth fault testing equipment	
Roofing Capability	Demonstrated access to trained roofers or equivalent competence for roof-mounted PV works	
Design & Modelling Software	PV design and yield assessment software suitable for large-scale systems	
Previous Contracts / Experience - Pass/Fail		
Number of Contracts	3 previous comparable PV contracts	
Large-Scale Experience	At least 2 PV projects ≥ 100 kWp	
Scope of Works	Projects must include design, installation, grid-connection, testing, commissioning, and handover	
Client References	Client contact details to be provided	
Health & Safety Management System - Pass/Fail		
Tenderers shall demonstrate: • A documented Health & Safety Management System • Compliance with: ○ Safety, Health & Welfare at Work Acts and Regulations ○ Construction Regulations (PSCS / PSDP responsibilities as applicable) ○ Contractor act as PSDP and PSCS if requested by Galway County Council • Site-specific Risk Assessments and Method Statements (RAMS) • Training records relevant to: ○ Working at height ○ Electrical safety ○ PV installation activities Note: Evidence of compliance will be required as a condition of contract award.		
Quality Assurance 30% (3000 marks)		
1. Technical Solution & Methodology (900 marks)		

This criterion assesses how the tenderer proposes to deliver PV systems across a varied building stock.

May Include:

- System design approach for different building types (schools, offices, depots, libraries, etc.)
- Ability to deal with:
 1. Roof variation (pitched/flat, asbestos awareness, ageing roofs)
 2. Grid constraints and export considerations
 3. Battery readiness / future expansion
- Proposed standardisation of components across sites while allowing site-specific optimisation
- Inverter, mounting system, panel selection rationale
- Approach to sequencing installations across multiple locations

Please respond in the TRD. Response limit 2 x A4 pages

2. Relevant Experience & Track Record (600 marks)

Focuses on proven delivery of comparable projects, not general construction experience.

May include:

- Experience delivering multisite or programme based PV installations
- Experience working with:
 - Local Authorities / public bodies
 - Live operational buildings

Please respond in the TRD. Response limit 2 x A4 pages

3. Project Management & Resourcing (600 marks)

Assesses the contractor's capacity to deliver multiple projects concurrently.

May include:

- Proposed governance structure for framework delivery
- Named roles: Project Manager, Site Supervisors, Electrical Lead
- Capacity to respond to short lead in.
- Approach to scheduling and coordination with Council stakeholders
- Supply chain resilience (panels, inverters, scaffolding)

Please respond in the TRD. Response limit 2 x A4 pages

4. Quality Assurance, Commissioning & Handover (600 marks)

Ensures systems will be installed consistently and perform as intended.

May Include:

- Installation QA procedures
- Testing and commissioning methodology
- Handover packs (drawings, O&M manuals, warranties)
- Training for Council staff
- Approach to standard documentation across all sites

Please respond in the TRD. Response limit 2 x A4 pages

5. Aftercare, Monitoring & Maintenance Support (300 marks)

long-term performance across a portfolio of assets.

May include:

- Defect response times
- Remote monitoring platforms
- Fault diagnostics and reporting
- Performance guarantees or availability commitments
- Optional maintenance offerings during the framework term

Please respond in the TRD. Response limit 2 x A4 pages

5 AWARD CRITERIA

The contract will be awarded on the basis of a quality and cost evaluation as assessed by the Contracting Authority, who is not obliged to accept the lowest or indeed any quotation. The following criteria will be applied:

For Services -

- Cost – based on form of tender to be completed in the TRD
- Quality of the response to selection criteria
- Pass Fail on other items listed

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

Criterion A	Weighting	Maximum Marks	Minimum Marks
Quality	30%	3000	1500
Description	1. Technical Solution & Methodology (900 marks) This criterion assesses how the tenderer proposes to deliver PV systems across a varied building stock. May Include: • System design approach for different building types (offices, depots, libraries, etc.) • Ability to deal with: 4. Roof variation (pitched/flat, asbestos awareness, ageing roofs) 5. Grid constraints and export considerations 6. Battery readiness / future expansion • Proposed standardisation of components across sites while allowing site-specific optimisation • Inverter, mounting system, panel selection rationale		

	• Approach to sequencing installations across multiple locations 2. Relevant Experience & Track Record (600 marks) Focuses on proven delivery of comparable projects, not general construction experience. May include: • Experience delivering multi-site or programme-based PV installations • Experience working with: ○ Local Authorities / public bodies ○ Live operational buildings 3. Project Management & Resourcing (600 marks) Assesses the contractor's capacity to deliver multiple projects concurrently. May include: • Proposed governance structure for framework delivery • Named roles: Project Manager, Site Supervisors, Electrical Lead • Capacity to respond to short lead in. • Approach to scheduling and coordination with Council stakeholders • Supply chain resilience (panels, inverters, scaffolding) 4. Quality Assurance, Commissioning & Handover (600 marks) Ensures systems will be installed consistently and perform as intended. May Include: • Installation QA procedures • Testing and commissioning methodology • Handover packs (drawings, O&M manuals, warranties) • Training for Council staff • Approach to standard documentation across all sites 5. Aftercare, Monitoring & Maintenance Support (300 marks) long-term performance across a portfolio of assets. May include: • Defect response times • Remote monitoring platforms • Fault diagnostics and reporting • Performance guarantees or availability commitments • Optional maintenance offerings during the framework term
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Criterion B	Weighting	Maximum Marks	Minimum Marks
Cost Criterion	70%	7000	N/A
Description	Please complete the pricing schedule appended to the tender documents. Please ensure that all costs are catered for including customs duties, tariffs, etc.		

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.

NOTE 1: Tenderers should ensure in their tenders 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:

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

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

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive 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 – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully 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		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and classified as inadmissible.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and classified as inadmissible.

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 sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

To submit a document to the electronic postbox, please note that tenderers must click “Submit Response”. After submitting tenderers can still modify and re-send their response up until the response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

6.2 Closing date for Tenders

The closing date for tender submission	as specified on the title page
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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 specified on the title page
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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 [180 days] 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 under the framework agreement.

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, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.