Request for Tenders

Open Procedure for the Establishment of a Single-Supplier Framework Agreement for the Supply of Electricity to Digital Manufacturing Ireland

Competition Reference: DMI-ELEC-2026-01

CPV: 09310000 (Electricity)

Document A of the Procurement Document Suite

Tender Deadline: 07 October 2026 at 12:00 noon (Irish time), via eTenders (www.etenders.gov.ie)

1. INTRODUCTION AND BACKGROUND

1.1 Digital Manufacturing Ireland ("**DMI**") invites tenders for the establishment of a single-supplier framework agreement (the "**Framework Agreement**") for the supply of electricity and associated account management, billing, data and reporting services to DMI premises. DMI is the sole contracting authority for this competition (the "**Competition**").

1.2 DMI currently operates the Advanced Manufacturing Centre at the National Technology Park, Plassey Park Road, Castletroy, Limerick, V94 237R (the "**Initial Site**"). DMI expects its operations, facilities and electricity requirements to grow during the framework term. The Framework Agreement is therefore designed so that DMI can add further premises, connections, meters and MPRNs administratively during the term, within the advertised scope and maximum value, without further procurement.

1.3 The procurement documents comprise:

- **Document A**: this Request for Tenders ("**RFT**") and its Appendices 1 to 5;
- **Document B**: the Framework Agreement (with Schedules 1 to 7, including the Specification, the Initial Site and MPRN Schedule and the Site Addition / MPRN Order Form); and
- **Document C**: the Pricing Schedule and Evaluation Model workbook.

Together, the "**Procurement Documents**". Capitalised terms not defined in this RFT have the meanings in the Framework Agreement.

1.4 In the event of conflict among the Procurement Documents before contract award, this RFT prevails, then Document B, then Document C. After award, the contractual order of precedence in clause 16 of the Framework Agreement applies.

2. THE REQUIREMENT, SCOPE AND FRAMEWORK VALUE

2.1 **Structure and Duration.** A framework agreement with a single economic operator under Regulation 33 of the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016) and Article 33 of Directive 2014/24/EU, for a term of four years from execution, with no extension. Supply Points are activated by Order Form on the terms laid down in the Framework Agreement; there are no mini-competitions.

2.2 **Scope.** The supply of electricity, and the services in the Specification (Schedule 1 to Document B), to (a) the Initial Site and (b) any other premises, buildings, connections, meters or MPRNs in the State owned, occupied or controlled by DMI during the term, including premises acquired, leased, constructed or brought into operation after commencement, temporary and builder's supplies, and any standard retail tariff category (including LV, LV MD, MV, QH/NQH and unmetered connections). Tenderers must be able to supply all such categories.

2.3 **No Minimum Commitment.** DMI does not guarantee any minimum volume, consumption, expenditure, number of sites or number of MPRNs. All consumption information in the Procurement Documents is indicative only. DMI may add, remove, close, transfer or modify Supply Points during the term as set out in the Framework Agreement.

2.4 **Current Requirement.** The Initial Site is a Low Voltage Maximum Demand connection (MPRN 10308307970; MIC 330 kVA; MCC06; DUoS group DG6; TUoS category DTS-D2; Profile 8; day/night metering). Indicative annualised consumption is approximately 253,500 kWh (day) and 137,100 kWh (night), derived as explained in Schedule 2 to Document B.

2.5 **Estimated and Maximum Framework Value.** For the purposes of Articles 5 and 33 of Directive 2014/24/EU DMI states:

a. the **estimated value** of the Framework Agreement over four years, based on the Initial Site's indicative consumption at current market pricing, is €540,000.00 and

b. the **maximum value** of the Framework Agreement, being the ceiling beyond which the framework is exhausted, is €1,880,000.00 exclusive of VAT. The margin between estimated and maximum value provides transparently-advertised headroom for additional sites and MPRNs, consumption growth, tariff-category changes and electricity price movements during the term. The same figures appear in the contract notice. When the maximum value is reached the Framework Agreement is exhausted and no further orders may be placed.

2.6 **Commercial Model.** The pricing structure is a hybrid fixed-rate model: firm all-in unit rates for the first Supply Period; a fixed Renewal Margin and open-book wholesale-cost re-fix for each later Supply Period; a fixed Management Fee for the term; and pass-through at cost of all regulated, network, market and statutory charges. The model, and the exhaustive division between supplier-controlled Tendered Charges and Pass-Through Charges, is set out in clauses 8 to 11 of Document B and in Document C. Tenderers should note in particular that no charge of any kind is recoverable unless it is a Tendered Charge stated in the Pricing Schedule, a Pass-Through Charge passed through at cost, or a statutory tax.

3. PROCUREMENT PROCEDURE AND TIMETABLE

3.1 This Competition is conducted as an open procedure under S.I. No. 284 of 2016 and Directive 2014/24/EU. A contract notice has been published on eTenders and dispatched to the Official Journal of the European Union. All communications, clarifications and submissions must be made exclusively through the eTenders messaging and submission facility. DMI will not accept tenders by email, post or hand.

3.2 Indicative timetable (DMI may amend by notice on eTenders):

Stage	Date
Contract notice published/RFT available	02 September 2026
Deadline for clarification questions	12:00 (noon) on 25 September 2026
DMI responses to clarifications published	01 October 2026
Tender Deadline	12:00 (noon) on 07 October 2026
Evaluation and clarification of tenders	From 07 October 2026
Notification of outcome; standstill period (14 days, electronic notification)	14 October 2026
Framework Agreement execution; supplier standard terms scheduled	28 October 2026
Registration / switching of Initial Site; first Supply Start Date	NLT 01 December 2026

3.3 Clarification questions must be submitted via eTenders by the deadline above. Answers of general application will be published anonymously to all tenderers and form part of the Procurement Documents. Tenderers must not rely on oral statements.

3.4 Tenders must remain open for acceptance for 180 days from the Tender Deadline. DMI reserves the right, without liability, to amend the timetable or the Procurement Documents by notice, to seek clarification of any tender, to exclude non-compliant tenders, to cancel or not proceed with the Competition, and not to accept any tender. Tenderers bear their own costs of participation.

3.5 The award notice, standstill letters and debriefing will comply with the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (as amended).

4. EXCLUSION AND SELECTION (SUITABILITY)

4.1 Suitability is assessed on a pass/fail basis using the European Single Procurement Document ("**ESPD**"). Tenderers must complete the ESPD via the eTenders facility as preliminary evidence; only the tenderer to whom DMI proposes to award will be required to submit the supporting documentary evidence listed in Appendix 2, which DMI may request at any stage where necessary to the proper conduct of the Competition.

4.2 **Exclusion grounds.** The mandatory and discretionary exclusion grounds in Regulation 57 of S.I. No. 284 of 2016 apply as set out in the ESPD. Tenderers must declare any relevant circumstances and may present self-cleaning evidence in accordance with Regulation 57(15)–(17).

4.3 **Suitability to pursue the professional activity.** The tenderer must hold, at the Tender Deadline, a licence to supply electricity granted by the Commission for Regulation of Utilities under section 14(1)(h) of the Electricity Regulation Act 1999 (or demonstrate equivalent entitlement to supply in the Irish retail electricity market), and must be a registered market participant able to register MPRNs of all categories within scope.

4.4 **Economic and Financial Standing.** The tenderer must have: (a) minimum general annual turnover of €940,000 in each of the last two financial years; and (b) either a positive net asset position in its most recent audited accounts or other evidence (parent guarantee commitment, credit rating or equivalent) demonstrating financial capacity to perform a four-year supply arrangement. Reliance on group support is permitted subject to Regulation 63.

4.5 **Technical and Professional Ability.** The tenderer must provide: (a) two reference accounts from the previous three years for the supply of electricity to business customers of broadly comparable or greater scale (multi-tariff or LV MD supply), including customer name (which may be anonymised for confidentiality with category disclosed), duration, tariff categories and services provided; and (b) confirmation of its operational capability to perform registrations, billing, data provision and account management as specified. Prior public-sector experience is not required.

4.6 **Insurance.** Confirmation (in the ESPD/Appendix 2) that the tenderer holds or will hold, from commencement, the insurances in clause 22 of Document B.

4.7 Selection requirements are deliberately confined to those necessary for an electricity supply contract; DMI relies primarily on the CRU licensing and market-registration regime as evidence of professional capability.

5. AWARD CRITERIA

5.1 The Framework Agreement will be awarded to the most economically advantageous tender determined on the basis of best price-quality ratio, applying the criteria, weightings, scoring methodology and Evaluated Tender Price formula in Appendix 3: **Price 80%; Quality 20%.**

5.2 Quality criteria assess the tendered solution and commitments for this contract (mobilisation; billing, reporting and data; account management and issue resolution; site addition/MPRN management and operation of the re-fix mechanism). Tenderer experience is assessed only at selection stage and is not re-scored at award.

6. TENDER SUBMISSION REQUIREMENTS

6.1 Tenders must be submitted via eTenders before the Tender Deadline and must comprise: (a) completed ESPD; (b) Appendix 2 declarations; (c) quality responses in the structure of Appendix 4, observing page limits; (d) the completed Pricing Schedule workbook (Document C), completing every yellow input cell in Tab A and the declaration in Tab B, without altering protected formulas, structure or Reference Consumption; (e) the signed Form of Tender (Appendix 5); and (f) the identification of the version of the tenderer's standard electricity supply terms and conditions that will be scheduled at Schedule 6 of the Framework Agreement, with a copy attached for information.

6.2 **Pricing Rules:** all rates and fees in euro, exclusive of VAT; unit rates exclusive of Pass-Through Charges and inclusive of all supplier costs and margin as defined in clause 8.4 of Document B;

no alternative pricing structures, qualifications, assumptions or conditions. A tender which qualifies its pricing, makes its rates conditional on volume, sites, consumption profile or credit terms, or fails to complete any required pricing field, may be rejected as non-compliant. Zero and negative values are permitted only where they genuinely reflect the tenderer's offer; abnormally low tenders will be examined under Regulation 69.

6.3 Tenders must be unconditional. The tenderer's standard terms and conditions do not apply to the Competition and will apply after award only as provided in clause 16 of Document B. Any attempt to make the tender subject to supplier terms inconsistent with the Procurement Documents may render the tender non-compliant.

6.4 Consortium and subcontracting arrangements must be disclosed in the ESPD. Reliance on other entities' capacity is subject to Regulation 63.

7. GENERAL CONDITIONS OF THE COMPETITION

7.1 **Canvassing and Collusion.** Any attempt to canvass or improperly influence DMI personnel or evaluators, and any anti-competitive conduct, will result in exclusion, without prejudice to other remedies.

7.2 **Conflicts of interest.** Tenderers must disclose any conflict of interest with DMI personnel or advisers. DMI will act in accordance with Regulation 24.

7.3 **Confidentiality, FOI and Transparency.** Tender information will be treated as confidential subject to DMI's legal obligations, including under the Freedom of Information Act 2014 (where applicable to DMI) and procurement transparency requirements. Tenderers should identify commercially sensitive information and give reasons; blanket confidentiality claims will not be accepted. Award details may be published as required by law and government policy on contract award publication.

7.4 **Data Protection.** Personal data submitted will be processed for the conduct of the Competition and contract management in accordance with the GDPR and the Data Protection Acts 1988 to 2018; DMI's privacy notice is available on request.

7.5 **Tax Clearance.** The successful tenderer must hold current tax clearance in accordance with the requirements applicable to Irish public sector contracts (including production of a Tax Clearance Access Number for verification) before execution and maintain it during the term.

7.6 **Registration.** Suppliers must be registered on eTenders to access the Procurement Documents, ask questions and submit a tender.

APPENDIX 1

PROCUREMENT DOCUMENT SUITE AND KEY DEFINITIONS

Document	Content
Document A – RFT	This document; Appendices: 1 Suite and definitions; 2 Selection and Exclusion Response Schedule; 3 Award Criteria and Scoring Methodology; 4 Tender Response Schedule; 5 Form of Tender
Document B – Framework Agreement	Clauses 1–30 and Schedules: 1 Specification; 2 Initial Site and MPRN Schedule; 3 Pricing Schedule; 4 Site Addition / MPRN Order Form; 5 Contract Management and KPI Schedule; 6 Supplier Standard Terms Schedule; 7 Data and Consumption Information Schedule
Document C – Pricing workbook	Pricing Schedule and Evaluation Model (Tabs: Instructions; A Tendered Charges; B Pass-Through Declaration; C Reference Consumption; D Evaluated Tender Price)

Key defined terms used throughout the suite (full definitions in clause 1 of Document B): Charges; Tendered Charges; Pass-Through Charges; Management Fee; Renewal Margin; Supply Period; Supply Point; MPRN; Order Form; Re-Fix Mechanism; Framework Maximum Value; Supplier Terms; Initial Site.

APPENDIX 2

SELECTION AND EXCLUSION RESPONSE SCHEDULE

Complete the ESPD on eTenders. This Appendix lists the declarations to be made with the tender and the evidence which the proposed awardee (only) must produce on request within ten Working Days.

Ref	Requirement / declaration with tender	Evidence from proposed awardee
A2.1	ESPD Part III: no mandatory exclusion ground (Reg 57(1)); disclosure of any discretionary ground (Reg 57(8)) with self-cleaning evidence if applicable	Where available: certificates/extracts per Reg 57; otherwise sworn or witnessed declaration before a person authorised to take declarations
A2.2	Declaration of CRU electricity supply licence (licence number and date) and market participant status covering all in-scope MPRN categories	Copy of licence / CRU register extract; confirmation of market registration
A2.3	ESPD Part IV.B: general annual turnover ≥ €940,000 in each of last 2 financial years; net asset / financial capacity confirmation	Audited financial statements or equivalent for last 2 years; where relying on group support, Reg 63 commitment (e.g. parent company letter of support / guarantee undertaking)
A2.4	ESPD Part IV.C: two reference accounts (last 3 years) – business customers of comparable or greater scale; brief description of registration, billing, data and account-management capability	Reference contact confirmation or customer attestations (anonymised categories acceptable where confidentiality requires)
A2.5	Insurance confirmation per RFT 4.6	Broker's or insurer's confirmation of cover at clause 22 levels
A2.6	Tax compliance declaration	Tax Clearance Access Number (TCAN) and Tax Reference Number for online verification of current tax clearance
A2.7	Identification of the version (reference and date) of standard electricity supply terms to be scheduled at Schedule 6, copy attached, and undertaking to complete the Schedule 6 conformance table before execution	Final confirmed version and completed conformance table

APPENDIX 3

AWARD CRITERIA AND SCORING METHODOLOGY

1. Criteria and Weightings

Ref	Criterion	Weighting	Response / limit
P	Price – Evaluated Tender Price (ETP)	80%	Document C workbook
Q1	Mobilisation, switching and transition Site addition, MPRN management and price re-fix operation	10%	Appendix 4, max 3 pages
Q2	Billing, reporting and consumption data Account management, query resolution and service delivery	10%	Appendix 4, max 3 pages
Total		**100%**	

2. Rationale for Weighting

Electricity is a homogeneous commodity whose principal differentiator is cost, so price carries decisive weight (80%). The retained 20% quality weighting addresses the aspects of an electricity supply relationship that genuinely differ between suppliers and materially affect DMI – clean switching, billing and data quality, service responsiveness, and disciplined administration of site growth and annual re-fixes – without inventing artificial quality criteria.

3. Price - Evaluated Tender Price

3.1 The ETP is calculated automatically in Tab D of Document C from the tenderer's Tab A entries and DMI's fixed Reference Consumption (Tab C), as: **ETP = E1 + E2 + E3**, where:

- **E1 (first Supply Period energy cost):** (Day rate c/kWh × 253,500 kWh + Night rate c/kWh × 137,100 kWh) ÷ 100;
- **E2 (Renewal Margin exposure, Supply Periods 2–4):** Renewal Margin c/kWh × 390,600 kWh × 3 ÷ 100;
- **E3 (Management Fee over the term):** Management Fee €/MPRN/month × 1 MPRN × 48 months.

3.2 Rationale and validity: the wholesale cost component of Supply Periods 2–4 is determined by the open-book Re-Fix Mechanism from verifiable market prices common to all suppliers, so it is excluded from comparison; the elements that genuinely differ between tenderers – first-period all-in rates, the fixed Renewal Margin and the fixed Management Fee – are all captured. Because tendered rates, the Renewal Margin and the Management Fee apply equally to Supply Points added later (clauses 5.2 and 10.6 of Document B), the comparison remains valid as DMI adds sites and MPRNs. Pass-Through Charges are excluded from the ETP entirely, and are contractually payable only at cost, so no tenderer can gain advantage through assumptions about regulated charges.

3.3 Price score = 80 × (lowest compliant ETP ÷ tenderer's ETP), rounded to two decimal places.

4. Quality Scoring

4.1 Each quality criterion is scored against the prompts in Appendix 4 on the following scale, then weighted: score ÷ 10 × criterion weighting

Score	Standard	Meaning
10	Excellent	Fully addresses all prompts; specific, credible commitments for this contract; adds demonstrable value; no weaknesses

8	Very good	Addresses all prompts with specific commitments; minor weaknesses only
6	Good	Addresses the prompts adequately; some detail or commitments generic; limited weaknesses
4	Fair	Partially addresses the prompts; material gaps, generality or weaknesses creating some delivery risk
2	Poor	Substantially fails to address the prompts; significant weaknesses or delivery risk
0	Unacceptable	Not addressed, or response demonstrates inability to meet the requirement

4.2 **Minimum threshold:** a tender scoring 0 on any quality criterion will be excluded from further evaluation. No other minimum quality threshold applies; this single threshold is justified because a wholly unaddressed service area presents unacceptable delivery risk for a sole-supplier arrangement.

4.3 Responses must describe what the tenderer commits to deliver under this Framework Agreement. Generic corporate material and past experience narratives will not attract marks at award stage. Commitments made in the successful tender are contractually binding via clause 16.1(d) of Document B.

4.4 Evaluation will be carried out by an evaluation panel appointed by DMI, applying the published criteria only, with moderated consensus scoring recorded in an evaluation report.

APPENDIX 4

TENDER RESPONSE SCHEDULE (QUALITY RESPONSES)

Provide one response per criterion, in the order below, each within its page limit (A4, minimum 11pt font, normal margins; diagrams count within limits; pages beyond the limit will not be evaluated).

Address every prompt.

Commitments should be specific: named or role-identified resources, timescales in Working Days, formats, and processes as they will operate for DMI.

External hyperlinks as a source of information, or as part of a tender response, are not permitted and will not be evaluated

Q1 – Mobilisation, Supply Point Management, Switching and Price Re-Fix

Weighting: 10% | Maximum response: 4 pages

Tenderers must describe their proposed approach to mobilising and operating the Contract, including:

- **Mobilisation and switching:** the mobilisation plan and timeline from Contract award to the first Supply Start Date for the Initial Site, including registration activities, dependencies on DMI and the outgoing supplier, and the measures to ensure continuity of supply and billing with no gaps or overlaps. This should include the approach and timescales for identifying and resolving objections, erroneous transfers and meter-read disputes.
- **Supply Point and MPRN management:** the process and timescales, following receipt of an Order Form, for adding Supply Points, including existing MPRNs and new connections, and for managing removals, tenancy changes, vacancies, de-energisation/re-energisation and MIC or metering changes.
- **Pricing and Re-Fix:** the methodology for constructing rates for a new tariff category arising during a Supply Period in accordance with clause 10.6 of Document B, supported by a worked illustrative example. Tenderers should also describe how they will operate the annual open-book Re-Fix Mechanism under clause 10, including the forward products, quotation sources and profile methodology to be used, the supporting evidence pack to be provided, and the process for delivering compliant proposals at least 40 Working Days before each Supply Period.
- **Exit and transition:** the approach to meeting the requirements of clause 26 of Document B at expiry or termination, including data handover, cooperation with DMI and any incoming supplier, non-obstruction of transfer, final billing and measures to minimise transition risk.

Q2 – Billing, Reporting, Account Management and Service Delivery

Weighting: 10% | Maximum response: 4 pages

Tenderers must describe their proposed approach to billing, consumption reporting, account management and ongoing service delivery under the Contract, including:

- **Billing and account administration:** the proposed approach to invoicing and consolidated statements for DMI as a multi-site business account, including clear itemisation of Tendered Charges, each Pass-Through Charge and applicable Taxes in accordance with clause 12.1 of Document B. Tenderers should describe the controls used to ensure billing accuracy, including the management of actual and estimated meter reads, identification and correction of billing errors and credit-note turnaround times.
- **Consumption data and reporting:** how the monthly and annual data packs required by Schedule 7 will be provided, including formats, data fields, delivery timescales, portal or other access arrangements and the provision of interval consumption data where supported by the relevant metering arrangements.
- **Account management and service delivery:** the proposed account-management structure for DMI, including key roles and responsibilities, appropriate senior oversight, cover

arrangements, support channels and operating hours, together with the escalation arrangements that will apply in accordance with Schedule 5.

- **Query, complaint and dispute management:** the process and target timescales for receiving, tracking, escalating and resolving billing queries, service requests and complaints. Tenderers should explain how disputed amounts will be identified and managed in accordance with clause 12.3, including ensuring that genuinely disputed sums do not result in inappropriate suspension of supply or demands for security.
- **Performance management:** the controls and governance arrangements that will be used to monitor and achieve the service levels and KPIs in Schedule 5. Tenderers should identify the KPIs they consider most operationally challenging and explain the specific measures they will implement to achieve and maintain the required performance.

APPENDIX 5

FORM OF TENDER

To: Digital Manufacturing Ireland

Competition: DMI-ELEC-2026-01

1. We, **tenderer name, registered office, company number,** having examined the Procurement Documents, offer to supply electricity and perform the Specification in accordance with the Framework Agreement (Document B) at the Tendered Charges set out in our completed Pricing Schedule (Document C).

2. We confirm that:

   a. our tender is unconditional, remains open for acceptance for 180 days from the Tender Deadline, and is a bona fide tender made without collusion, price-fixing or communication of tender details to any other tenderer or third party (other than professional advisers under confidentiality);

   b. we have not canvassed and will not canvass any DMI officer, employee, evaluator or adviser;

   c. no exclusion ground under Regulation 57 applies to us except as disclosed in our ESPD;

   d. the information in our ESPD and tender is accurate and complete; and

   e. we hold, and will maintain, the CRU electricity supply licence and market registrations required to perform the Framework Agreement.

3. We confirm that our Tendered Charges are our entire remuneration: we will not seek to recover any charge, fee, uplift, deposit or other amount not expressly stated in our Pricing Schedule or properly comprised in Pass-Through Charges at cost or statutory Taxes, and we accept clauses 8 to 11 and 16 of the Framework Agreement without amendment.

4. We acknowledge if we are successful, that we will apply only the terms and conditions as scheduled at Schedule 6 and subordinated under clause 16 of the Framework Agreement. The version we put forward for Schedule 6 is **reference/date**. We undertake to complete the Schedule 6 conformance table and to execute the Framework Agreement in the form issued (subject only to completion of particulars) if selected.

5. We undertake to hold current tax clearance before execution and throughout the term, and to effect the clause 22 insurances from commencement.

Signed for and on behalf of the tenderer (person duly authorised):

Signature: ....

Print Name ....

Title ....

Date ....