

Port of Galway

Calafort na Gaillimhe



Single Operator Framework Agreement

Request for Tender for Civil Engineering Services to Galway Harbour Company

Request for Tender	For Civil Engineering Services to Galway Harbour Company*
Procedure	Open Procedure [Non OJEU]
eTenders RFT ID	TBC
Issue Date	8 th September 2026
Closing Date for Queries	Thursday 24 th September 2026 at 3pm
Closing Date / Time For receipt of Completed Tenders	Thursday 8 th October 2026 at 3pm
*This Request for Tender relates solely to routine civil engineering maintenance, repair, minor works and emergency response requirements of Galway Harbour Company in the normal operation of the harbour estate. For the avoidance of doubt, this competition is not related to, and does not form part of, any Port expansion, redevelopment or capital expansion project. Please note that information relating to this Request for Tender Document, 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 Entity cannot accept responsibility for information relayed (or not relayed) via third parties.	

DISCLAIMER

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

Applicants 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 Entity (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 this document or for any omission is or will be accepted by the Contracting Entity 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. GHC officers, employees, agents, and professional advisers expressly disclaim all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

Contents

Section 1	Introduction	4
Section 2	Instructions to Tenderers	5
Section 3	Selection and Award Criteria	15
Appendix 1	Requirements and Specification	19
Appendix 2	Form of Tender	20
Appendix 3	Tenderers' Statement	22
Appendix 4	Declaration of Bona Fides	24
Appendix 5	Draft Service Contract	27

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- 1.1 **Galway Harbour Company wish to invite responses (“Tenders”) to this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT, “Requirements and Specifications”, (“the Services”). Galway Harbour Company is the Contracting Authority for this procurement competition (“the Contracting Authority”).**
- 1.2 **The title of this RFT is the provision of Civil Engineering Services to Galway Harbour Company (GHC)**
- 1.3 Any contract that may result from this procurement competition will be issued for a term of 4 years (“the Term”) from the date of notification to the Tenderer of acceptance of his Tender.
- 1.4 The Contracting Authority reserves the right to extend the Term for up to two periods of up 12 months (2 years) with such extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.5 Tenders must be received not later than Friday 2nd October 2026 at 3pm. Tenders that are received late WILL NOT be considered in this public procurement competition.

1.6 Scope of Tender

This is an Open Invitation to Tender and any suitably qualified service provider may submit a Tender. Galway Harbour Company cannot guarantee specific volumes of Civil Engineering Services work and reserves the right, where necessary and in accordance with law, to procure requirements outside the scope of this tender.

The Services required under this contract are the provision of Civil Engineering Services to carry out the tasks outlined in the Requirements and Specification at Appendix 1 in connection with the routine operation, protection, maintenance, repair and safe functioning of Galway Harbour Company’s existing harbour estate, infrastructure, occupants and visitors.

For the avoidance of doubt, this procurement relates to routine maintenance works, minor civil engineering works and emergency response works only. It is not related to the Port expansion project and does not form part of any port expansion, redevelopment or other major capital expansion programme.

The contract will be subject to satisfactory performance against agreed service levels, key performance indicators and periodic contract reviews

Section 2 Instructions to Tenderers

2.1 Introduction to this RFT

- 2.1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenderers and recipients of this RFT may wish to consult their own legal advisers in relation to this RFT or the subject matter thereof.
- 2.1.2 All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Contracting Authority.
- 2.1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a written contract has been established by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this procurement competition at any time prior to a written contract being established by or on behalf of the Contracting Authority. While the Contracting Authority is seeking best value for money, the Contracting Authority does not bind itself to accept the lowest priced or any tender.
- 2.1.4 This RFT supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. Tenderers to this RFT should study the contents of this RFT carefully, including the information and **documents contained in the Appendices**.
- 2.1.5 Proposals received in response to this RFT will form a primary input to the selection process. Proposals should be self-contained, that is, they should not reference manuals, brochures, or other external documentation, except where specifically requested in this RFT.
- 2.1.6 Proposals will be received on the understanding that the Tenderer accepts full responsibility for all statements made therein, in particular for the capability to undertake the Contract as specified in this RFT. In the event of the proposal failing to meet any specified requirement, the successful Tenderer will be responsible for making good any deficiency without cost to the Contracting Authority.
- 2.1.7 Any Contract resulting from a Tenderers proposal will incorporate this RFT, the proposal itself, any variation of them and any formal interchange of correspondence or information as the basis of the chosen Tenderer's obligations.
- 2.1.8 The Contracting Authority reserves the right to carry out a process of verification wherever practicable using the Contracting Authority's personnel, servants or agents and may seek the co-operation of Tenderers in doing so.

- 2.1.9 Any restraints, covenants, writs, claims or other action current or pending in respect of any item or the Tenderer itself proposed must be declared by the Tenderer. Failure to do so will result in the proposal being disqualified or the Tenderer being held accountable for all losses incurred. Included in this heading are restrictions imposed by foreign governments, government agencies and intergovernmental agencies on the supply, use and subsequent disposal of items of equipment or software.
- 2.1.10 The Contracting Authority may exclude from its evaluation any Tenderer/s who fail to satisfy as to their ability to meet the requirements as stated in this RFT.
- 2.1.11 It will be the responsibility of the Tenderer/s to take account of any deficiencies with regard to the information provided and to stipulate any assumptions that impact on this policy when replying to this RFT.
- 2.1.12 Tenders shall not take advantage of any apparent errors or omissions in this RFT. In the event that a Tenderer discovers an apparent error or omission, the Tenderer shall immediately notify the Contracting Authority's representative.
- 2.1.13 In issuing this RFT, there are no implied obligations for the Contracting Authority to procure any of the services described in the RFT.
- 2.1.14 The Contracting Authority reserves the right to proceed with the whole or part of the Contract and to amend quantities or descriptions as deemed appropriate to meet their requirements. The Contracting Authority also reserves the right to award sections of the services to different Tenderers depending on final selection.

2.2 Compliant Tenders

- 2.2.1 Failure to comply with the requirements of this paragraph 2.2.1 may render the Tender non-compliant and the Tender may be rejected. Tenderers must:
- a) Include all documentation specified in this RFT;
 - a) Follow the format of this RFT and respond to each element in the order as set out in this RFT; and
- Comply with all requirements as set out within this RFT.
- 2.2.2 If the RFT is altered or edited in any way, the subsequent Tender may be deemed non-compliant and may be rejected.

2.2.3 Failure to comply with the requirements of this paragraph 2.2.3 will render the Tender non-compliant and it will be rejected. Tenders must:

- a) Be received by the Contracting Authority in accordance with paragraphs 2.6.1 and 2.6.2 below;
- a) Include a statement confirming whether any of the excluding circumstances listed in Article 57 of EU Council Directive 2014/24/EU as implemented into Irish law by the European Communities (Award of Contracts by Public Sector Undertakings) Regulations 2016 (Statutory Instrument 284 of 2016), apply to the Tenderer.

2.2.4 The Contracting Authority shall consider all compliant tenders against the award criteria in Section 3 of this RFT.

2.3 Services Contract

2.3.1 The Contracting Authority will, subject to the right of cancellation of this procurement competition (as set out at paragraph 2.1.3 above and at paragraph 3.2 below), select the successful Tenderer(s) to provide the Services sought under this RFT.

2.3.2 The successful Tenderer(s) shall provide the Services in accordance with and on the terms and conditions of the contract ("the Services Contract") as in Appendix 5. The successful Tenderer(s) shall be required to enter into the Services Contract with the Contracting Authority. Tenderers should take account of the provisions of the Services Contract in the preparation of their Tenders. Tenderers are required to confirm their acceptance of the Services Contract in the Tenderers' Statement at Appendix 3/Form of Tender at Appendix 2. Tenderers may not amend the Services Contract.

2.4 Acceptance of RFT Requirements

2.4.1 Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, the signed Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. Tenderers may not amend the Tenderer's Statement at Appendix 3.

2.5 Consortia and Prime/Subcontractors

2.5.1 Where a group of undertakings submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this procurement competition through the entity who will carry overall responsibility for the performance of the Services Contract only ("Prime Service provider"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out:

- a) The full legal name of the Prime Service provider together with its registered business address (where applicable), registered business

- name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
- a) The names of all subcontractors and/or consortium members who will be involved in the provision of the Services;
- A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- The name, title, telephone number, postal address and e-mail address of the nominated contact personnel authorised to represent the Prime Service provider, within the organisation of the Prime Service provider, to whom all communications shall be directed and accepted until this procurement competition has been completed or terminated. Correspondence from any other person (including from any subcontractor and/or consortium member) will NOT be accepted, acknowledged or responded to.

2.6 Tender Submission Requirements

- 2.6.1 The Tender shall be completed with the fully completed documentation. Tenders must be uploaded to the e-tenders portal before the closing date of 8 October 2026 **at 3pm** at the latest. Hard copy submissions are not required. Tenders submitted by fax or email will NOT be accepted, unless otherwise specified in writing by the Contracting Authority.
- 2.6.2 It is the responsibility of the Tenderer to ensure that their response is uploaded to the etenders portal on time. Late Tenders received after the time set out above and after the opening of Tenders shall not be accepted. Late Tenders received after the time set out above, but before the opening of Tenders may be accepted at the sole discretion of the Contracting Authority.
- 2.6.3 In responding to this RFT all Tenders must follow the format of the RFT and respond to each element of the RFT in the order as set out in this RFT.
- 2.6.4 The Contracting Authority reserves the right to seek revised offers from Tenderers through either negotiation or submission of a further bid(s).

2.7 Queries and Clarifications

- 2.7.1 The Tender documentation shall be read together. All queries or requests for clarification relating to any aspect of this procurement competition or of this RFT must be directed through the eTenders portal. Queries or requests for clarifications will be accepted no later than **24 September 2026 at 3pm.**
Note: **No queries shall be accepted by email nor telephone.**
- 2.7.2 All clarifications and responses to queries/requests for clarification will be uploaded to eTenders. Where appropriate, questions may be amalgamated. Tenderers should

note that the Contracting Authority will not make responses or clarifications to individual Tenderers privately. The Tenderer raising the query will not be identified.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right to update the information contained in this document at any time up to 7 days before the final date for receipt of tenders. Participating Tenderers will be so informed in writing. In the event of such updates or alterations the Contracting Authority reserves the right to postpone the deadline for the receipt of Tenders so as to allow Tenderers sufficient time to respond.

2.8 Tendering Costs

2.8.1 The Contracting Authority shall have no liability for any costs, expenses or loss that may be incurred as a direct or indirect consequence of the Tenderers taking part in this procurement competition. All costs and expenses incurred by Tenderers relating to their participation in this procurement competition including, but not being limited to, site visits, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers unless otherwise agreed in advance.

2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for the purposes of tendering and their return following evaluation or participation in field trials (if any) will be borne by the Tenderers.

2.9 Confidentiality

All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this procurement competition:

- a) are furnished for the sole purpose of replying to this RFT only;
- a) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
shall be treated as confidential by the Tenderer and by any third parties (including sub-contract providers) engaged or consulted by the Tenderer; and
must be returned immediately to the Contracting Authority upon cancellation or completion of this procurement competition if so, requested by the Contracting Authority.

2.9.2 Pursuant to Section 36 of the Air Navigation and Transport (Amendment) Act 1998, it may be necessary for the preferred bidder to return the original signed confidentiality agreement, as set out in Appendix 6 ("Confidentiality Agreement"), to the Contracting Authority within three (3) working days of being requested to do so after which should they have failed to do so they may be deemed to have withdrawn their Tender and this may result in their Tender being passed over in favour of the next most suitable Tender.

The Confidentiality Agreement must be in the form as set out at Appendix 6 and Tenderers may not amend the Confidentiality Agreement.

- 2.9.3 This RFT and all information relating to the Contracting Authority and its business disclosed in the course of elucidation, evaluation and negotiation are provided to Tenderers in strictest confidence. Tenderers shall not disclose the fact that they have been invited to tender nor release any of the Tender documentation to third parties other than on a confidential basis to those with whom they need to consult in preparation of the Tender.

2.10 Pricing

- 2.10.1 All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately. Please note that a fixed hourly rate for 4 years inclusive of Sundays and Bank Holidays is to be provided. The estimated budget for this contract is €50,000 per annum.
- 2.10.2 Tenderers must confirm that all prices quoted in the Tender will remain valid for 4 years commencing from the closing date for the receipt of Tenders.
- 2.10.3 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.4 Payments for Services provided pursuant to this RFT shall be subject to and be made in accordance with the Services Contract.
- 2.10.5 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

2.11 Employment Law

- 2.11.1 During the performance of the contract, Tenderers will have obligations in relation to taxation, environmental protection, employment protection and working conditions. Tenderers may obtain information regarding their obligations in relation to:

- a) Taxation from the Irish Revenue Commissioners (www.revenue.ie);
- b) Environmental Protection from the Environmental Protection Agency (www.epa.ie); Employment Protection and Working Conditions from the Department of Business, Enterprise and Innovation (www.dbi.ie).

Tenderers must provide a statement confirming that they have taken account of their obligations relating to employment protection and working conditions that are in force in the place where the works or the services sought under this RFT are to be carried out or supplied. This statement must be made at paragraph 7 of the Tenderer's Statement which is located at Appendix 3. The tender of any Tenderer who fails to make such statement will be disregarded.

- 2.11.2 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by the Tenderer for the purposes of providing the service sought under this RFT.
- 2.11.3 The requirement of the Acquired Rights Directive as implemented into Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("SI 131/2003"), does not apply to staff currently employed by the incumbent provider of the Service sought under this RFT.

It is the responsibility of all Tenderers to ensure their Tender includes for all costs associated with compliance with the Acquired Rights Directive and SI 131/2003. The Contracting Authority will not, under any circumstances, accept any liability or responsibility whatsoever for any of the content/information provided by the incumbents or for the consequences of any reliance upon or actions taken, by the Tenderer or any third party, on the basis of any of the content/information provided by the incumbents.

Tenderers shall be required to include an undertaking that they will comply with the Acquired Rights Directive and SI 131/2003. Furthermore, tenderers will be required to indemnify the Contracting Authority for any claim arising, loss and/or costs incurred by the Contracting Authority as a result of the Tenderers failure or incapacity to fulfil its obligations thereunder.

2.12 Publicity

- 2.12.1 No publicity regarding this procurement competition, the award of a contract or the execution of the Services Contract is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 Registrable Interest

- 2.13.1 Any Registrable Interest involving the Tenderer/subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to their notice after the submission of a Tender and prior to the award of the contract, it should be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/subcontractor. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995, a copy of which is available to download at www.finance.gov.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.14 Anti-Competitive Conduct

- 2.14.1 Tenderers attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Tenderers to collude on prices or terms in a procurement competition.

2.15 Industry Terms used in this RFT

- 2.15.1 Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 Tax Clearance

- 2.16.1 It will be a condition of the award of any contract under this RFT that the successful Tenderer shall for the term of any such contract, comply with all EU and domestic taxation law and requirements, including but not being limited to, where applicable Circular 43/2006 issued by the Department of Finance. This Circular and further information is available at www.finance.gov.ie and www.revenue.ie.
- 2.16.2 Prior to the award of any contract arising out of this procurement competition the successful Tenderer shall be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status by the Contracting Authority.
- 2.16.3 The preferred bidder will be required to produce a Tax Clearance Certificate within ten (10) working days of being requested to do so by the Contracting Authority, after which should they have failed to do so they may be deemed to have withdrawn their Tender and this may result in their Tender being passed over in favour of the next most suitable Tender.

2.17 Conflicts of Interest

- 2.17.1 Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.18 Withdrawal from this Procurement Competition

Tenderers are required to withdraw via eTenders, if at any stage they decide to withdraw from this procurement competition.

2.19 Insurance

2.19.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances.

Type of Insurance	Indemnity Level
Employers Liability	€13 million
Public Liability	€6.5 million
Product Liability	€1 million

2.19.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a contract under this procurement competition, they will, from the Effective Date of the Service Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.19.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any contract.

2.19.3 The successful Tenderer will, during the term of the Services Contract, be required to:

- a) immediately advise the Contracting Authority of any material change to its insured status
- a) produce proof of current premiums paid upon request
- produce valid certificates of insurance upon request

2.20 Safety

2.20.1 The successful Tenderer shall comply with all Safety, Health and Welfare Legislation, whether statutory or deriving from the Contracting Authority or other bodies having power in relation to safety legislation.

2.20.2 At a minimum, the successful Tenderer must confirm that their company has a Safety Statement and be prepared to supply this on request.

2.21 Gratuities/Canvassing

2.21.1 Any attempt by a Tenderer to influence the process of Tender evaluation and Contract award through canvassing or other means shall result in their Tender being rejected. If any Tenderer is found to have at any time offered to give or have agreed to offer or to give to any person any bribe, gift, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any favourable action in relation

to the Tender, said Tender will be automatically excluded from this procurement competition.

2.22 The Law

- 2.22.1 Any Contract resulting from this Tender process shall be constructed in accordance with the Laws of the Republic of Ireland. Any arbitration shall be held in the Republic of Ireland. Any Contract awarded shall not be construed to the disadvantage of the Contracting Authority on the basis of the Contracting Authority having drafted any part of the Contract.

2.23 Data Processing

- 2.23.1 The Tenderer undertakes to comply with all reasonable directions of the Contracting Authority with regard to the processing of personal data by it on behalf of the Contracting Authority within the meaning of the Data Protection Laws and shall ensure that the processing of personal data is carried out in accordance with any applicable data processing terms included in the Services Contract or otherwise notified by the Contracting Authority.

“Data Protection Laws” means the General Data Protection Regulation (EU 2016/679) (“GDPR”), the Irish Data Protection Acts 1988 to 2018 and other applicable national and European privacy legislation and regulations.

Section 3 Selection and Award Criteria

3.1 Compliant Tenders

- 3.1.1 Only those Tenderers who have submitted compliant Tenders pursuant to paragraph 2.2 above and have not been excluded under Article 57 of EU Council Directive 2014/24/EU as implemented into Irish law by the European Communities (Award of Contracts by Public Sector Undertakings) Regulations 2016 (Statutory Instrument 284 of 2016) will be evaluated in accordance with the Award Criteria in this Section 3.
- 3.1.2 To be considered for further evaluation, all Tenderers must pass/submit all the criteria listed below.

3.2 Selection Criteria

The Tenderer must state their ability to comply with the following criteria and will be asked to provide evidence of same in advance of the award of contract. Failure to state compliance with the following criteria, will result in the Tenderer being excluded from this competition.

SELECTION CRITERIA	
3.2.1	Applicant Details
	• Company Name • Year Founded and length of trading experience • Main Address for Correspondence • Contact(s) Name/Title • Phone No. • E-mail
3.2.2A	Technical Profile - Engineering
	Persons/Companies tendering must members of the Irish Institution of Civil Engineers or an equivalent association
3.2.2A	Technical Profile - Construction
	Persons/Companies tendering must members of the Construction Industry Federation or an equivalent association
3.2.3	Financial Profile
	Declare that you will submit Audited Financial Statements, Balance Sheets, Profit & Loss and Cash flow Statements for the past 3 years when requested which must confirm a minimum per annum annual Turnover over €150,000 over the last three years. This declaration will be required for consideration. Proof of compliance will be required from the successful tenderer on notification of intention to award

	Declare that you will be able to produce a current Tax Clearance Certificate from the Irish Revenue Commissioners within 5 working days of any notification of intention to award.
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Following completion of the scoring of the Selection Criteria, Tenderers that do not submit the required information or pass the minimum scoring requirements will be eliminated from the competition. Subject to Tenderers passing the pre-qualification selection stage, Tenderers will be evaluated against the Award Criteria and ranked on the basis of their scores under the Award Criteria.

3.3 Award Criteria

- 3.3.1 No commitment of any kind, contractual or otherwise shall exist unless and until a written contract has been established by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this procurement competition at any time prior to a written contract being established by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any tender.
- 3.3.2 The Contract will be awarded on the basis of the Most Economically Advantageous Tender submitted subject to the tenderer including in their Tender submission sufficient documentation to allow evaluation and confirm compliance.

3.4 Notification to Un-successful Tenderers

- 3.4.1 Tenderers should note that the Contracting Authority may, when notifying unsuccessful Tenderers of the results of this procurement competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.5 Return of Signed Contracts

- 3.5.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, to the Contracting Authority no later than 10 business days from the date of issue unless notified otherwise in writing. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.3 above.
- 3.5.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at clause 3.5.1 then the Contracting Authority may proceed to award the contract to the next highest-ranked Tenderer.

3.6 Contract Award Criteria

Subject to compliance with the requirements of this RFT, the Contract will be awarded on the basis of the Most Economically Advantageous Tender (MEAT), determined by reference to the quality and price criteria set out below.

The maximum total score available is 10,000 marks, comprising 7,000 marks for quality and 3,000 marks for price.

This will include an appraisal of:

1. A detailed Methodology outlining how they propose to deliver the services to Galway Harbour Company including at least two previous references of similar work undertaken within the last three years. Similar works should include projects demonstrating marine experience **(2500 marks)**
2. Quality of Proposed Resources- Manpower. Please provide details of staff expertise on hand to deal with the requirements outlined in this RFT **(2000 marks)**
3. A sample Service Level Agreement and Key Performance Indicators (KPI) that might be applied to the requirements outlined in this RFT, to include, at least, the requirements for urgent requests which occur during Port Operations **(1500 marks)**
4. Environmental Sustainability and GPP Delivery Plan, that must be specific to the Services being procured under this RFT. Relevant measures may include proposals to reduce fuel and energy use, minimise waste arisings, maximise reuse and recycling of materials, reduce water use, prevent pollution, reduce transport emissions and monitor sustainability performance over the contract.**(1000 marks)**
5. Price **(3,000 marks)** – provide hourly and daily rates in Euro and must be exclusive of VAT.

Tenderers must complete the Pricing Schedule in Appendix 2 and provide the rates requested, exclusive of VAT. The score for the Price criterion will be calculated using the following formula:

$$\frac{3000 * \text{Lowest Tender Price}}{\text{Tendered Price}} = \text{Tender Score for Price}$$

3.7 Contract Award Criteria Matrix

ITEM	EVALUATION CRITERIA:	% Overall Score	Max Score:	Min Score:
1.	Methodology & Approach: A detailed Methodology & Approach outlining how you propose to deliver the services to Galway Harbour Company including at least two previous references of similar work undertaken within the last three years. Similar works should include projects demonstrating marine experience. <u>Working Adjacent to or Over Water:</u> Tenderers must demonstrate relevant experience of undertaking civil engineering works adjacent to or over water, particularly within an operational harbour or marine environment. The response must describe how the risks associated with such work will be assessed and managed and must include an example risk assessment or method statement from a comparable project. Particular precautions should be identified, including safe access and edge protection, the use of suitable personal flotation devices, rescue arrangements and equipment, weather and tidal monitoring, communications, supervision, exclusion zones, pollution prevention, and coordination with Galway Harbour Company in relation to vessel movements and ongoing Port operations.	30%	2500	1500
2.	Resource Allocation & Expertise: Quality of Proposed Resources- Manpower. Please provide details of staff expertise on hand to deal with the requirements outlined in this RFT	15%	2000	1200
3.	Service Level Agreement: A sample Service Level Agreement and Key Performance Indicators (KPI) that might be applied to the requirements outlined in this RFT, to include, at least, the requirements for urgent requests which occur during Port Operations	10%	1500	900
4.	Environmental Sustainability and GPP Delivery Plan: Tenderers should note that the Environmental Sustainability and GPP Delivery Plan must be specific to the Services being procured under this RFT. Relevant measures may include proposals to reduce fuel and energy use, minimise waste arisings, maximise reuse and recycling of materials, reduce water use, prevent pollution, reduce transport emissions and monitor sustainability performance over the contract. Generic corporate environmental policies without clear contract delivery measures, implementation steps, or measurable KPIs may receive a low score.	15%	1000	600
5.	Overall Cost	30%	3000	n/a
	TOTAL	100%	10 000	

Appendix 1 Requirements and Specification

Scope of Civil Engineering Requirements

The requirements described in this Appendix relate to routine maintenance, repair, minor civil engineering works, emergency response works and associated support services required for the safe and efficient operation of Galway Harbour Company's existing harbour estate and infrastructure. For the avoidance of doubt, the Services do not relate to the Port expansion project or any other major capital expansion or redevelopment programme

Civil design and construction works

- Civil superstructure and substructure works
- Earthworks
- Site clearance and demolition works including remediation and safe removal of hazards to authorised waste management facilities
- Site investigation Trial hole investigation work to identify and locate existing services
- Utility diversions
- Manhole and pipework construction
- Pipework rehabilitation including lining systems / CCTV inspection
- Foundation works
- All types of General Building works
- Structural steelwork
- Roads and paving construction works and emergency repairs
- Temporary and permanent reinstatement of various surfaces/pavements etc
- Fencing works
- Temporary works including Design ,traffic management, temporary works design, over-pumping and site fencing
- Health and safety measures
- Working over water
- Testing of materials
- Testing of works then all other incidental works.
- Out of normal working hours Emergency Water main repairs and full reinstatement
- As built drawings and certificate of completion

Due to the nature of Galway Harbour Company Operations, there are always emergency works necessary at the Port which require same/next day response times. Please provide sample lead-times within your proposed methodology and Service Level Agreement.

Appendix 2 Form of Tender

All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately. Please note that a fixed hourly rate for 4 years inclusive of Sundays and Bank Holidays is to be provided.

Tenderers are required to provide an applicable hourly rate for each of the roles below which will be fixed rates for the duration of this contract. The notional hours below for a sample project are solely used for Evaluation Purposes.

	Hourly Rate	Notional Hours	Total Cost (HRxNH)
Director (7+ Years' Experience)	€	10	€
Senior Engineer (3-7 Years' Experience)	€	20	€
Junior Engineer (0-3 Years' Experience)	€	30	€
Technician	€	20	€
Labourer	€	50	€
Total Tendered Price (Total Hourly Rate * Notional Hours)	VAT Rate _____		€_____

I/We confirm that I/we

- Will keep this offer for the contract open for acceptance by you for a period of 6 months from the date of deadline for submission of tenders & maintain these rates for the contract period,
- Agree that you are not bound to accept the most economically advantageous or any tender you may receive,
- Have read and thoroughly examined the Request for Tenders ("RFT"),
- Fully understand the RFT and GHC requirements,
- Undertake to treat the details of this RFT, its tender [and any subsequent negotiations] as private and confidential,
- Acknowledge that acceptance by GHC of its tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract has been executed by GHC and the tenderer,
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the contract,
- Have included everything necessary for the performance of the contract which are either expressly stated in the RFT or contained in any supplementary information or which could reasonably be inferred therefrom,
- Have found no errors, omissions, conflicts or ambiguities in the RFT except those which I/We have brought to the attention of GHC before the latest date for submitting queries,

- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of tenders,
- Will not, if awarded the contract, employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age etc.,
- Will not, if awarded the contract, source any part of the contract in countries subject to official international trading sanctions.
- Confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by GHC the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to GHC for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to GHC upon request.

Signed: _____ Date: _____

Company: _____

Appendix 3 Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: Galway Harbour Company

RE: Civil Engineering Services

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

1. We understand the nature and extent of the Services required to be delivered as described in the Specifications of Requirements within Appendix 1 of the RFT.
2. We accept all of the Terms and Conditions of the RFT and the Services Contract
3. We accept all the Selection and Award Criteria as set out in Part 4 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out in the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the initial 2 years as instructed within the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by the PQQ/RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4 Declaration of Bona Fides

DECLARATION RE PERSONAL CIRCUMSTANCES AS PER ART. 57 OF DIRECTIVE 2014/24/EU			
Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).			
1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		
1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
Non-payment of taxes or social security obligations 1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions? Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved			

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

DECLARATION RE STATUTORY OBLIGATIONS

DECLARATION RE STATUTORY OBLIGATIONS			
We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment/operation:		YES	NO
(a)	Employment Equality Acts 1998-2011		
(b)	Equal Status Acts 2000-2011		
(c)	National Minimum Wage Act 2000 as amended		
(d)	Organisation of Working Time Act 1997 as amended		
(e)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(f)	Disability Act 2005		
(g)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
This Declaration is made for the benefit of the Contracting Authority I certify that the information provided in the Declaration re Personal Circumstances and the Declaration re Statutory Obligations is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in these Declarations will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Economic Operator			
Authorised Signatory			
Signature			

Appendix 5 Draft Service Contract

Galway Harbour Company

and

[Supplier's full legal name]

AGREEMENT

**RELATING TO THE PROVISION OF SERVICES PURSUANT TO REQUEST FOR TENDERS
FOR THE PROVISION OF Civil Engineering Services**

This Agreement is dated []

PARTIES

- (i) Galway Harbour Company, a designated activity company with registered number [IE262364] and whose registered office is at Galway Harbour,, County Galway (the **Customer**) and;
- (i) [] [a private company limited by shares] [a designated activity company] whose registered office is at..... and with registered number..... (the **Supplier**)

(each a “Party” and together the “Parties”)

WHEREAS

- (i)) By Request for Tender entitled “Civil Engineering Services to Galway Harbour Company”, advertised on [CLIENT TO CONFIRM: Insert eTenders reference number] on [CLIENT TO CONFIRM: Insert advertisement / issue date], the Customer invited tenders from economic operators for the provision of the services described in the RFT. References to the RFT shall include any clarifications issued by the Customer, including via the messaging facility on www.etenders.gov.ie. The RFT, including all clarifications issued between [CLIENT TO CONFIRM: Insert date] and [CLIENT TO CONFIRM: Insert date], is incorporated by reference into this Agreement.
- (ii) (ii) The Supplier submitted a response to the RFT dated [CLIENT TO CONFIRM: Insert tender date] (the “Submission”). References to the Submission shall include any clarifications issued by the Supplier in writing to the Customer between [CLIENT TO CONFIRM: Insert date] and [CLIENT TO CONFIRM: Insert date]. The Submission, including any such clarifications, is incorporated by reference into this Agreement
- .
- (iii) The Supplier conducts the business of supplying civil engineering services and associated works and services of the kind required under this Agreement
- (iv) The Parties have agreed that the Supplier shall supply the Services to the Customer on the terms set out in this Agreement.
- (v) The Parties contemplate that the Supplier shall supply the Services to the Customer in [a single supply] or [a series of supplies over time]. (delete as appropriate).

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement is comprised of the following documents, and in the case of conflict of wording in the following order of priority:

This Agreement and Schedules 1 to 5 attached hereto;

- The RFT; and
- The Submission.

The Supplier shall sell and deliver and the Customer shall purchase in accordance with this Agreement (the “Agreement”) the Services described in Schedule 1 (the “Services”). Schedule 1 details the nature, quality, time of deliver, key personnel, and functional specifications of the Services in accordance with the RFT and the Submission.

Subject to the terms of this Agreement the Fees for the provision of the Services is as described in Schedule 2 and the Customer shall pay the Fees for the Services in accordance with the provisions of Schedule 2 and Clause 5 (*Fees*) of this Agreement.

The effective date of this Agreement is [insert date] (the “Effective Date”).

This Agreement shall expire on [insert date] unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (the “Term”).

The Customer reserves the right to extend the Term for up to two (2) periods of up to twelve (12) months each, subject to its obligations at law.

For the purposes of this Agreement, the Customer’s Contact is [insert contact name] of [insert contact address] and the Supplier’s contact is [insert contact name] of [insert contact address].

For the purposes of this Agreement, the Customer’s Manager is [insert contact name] of [insert contact address] and the Supplier’s Manager is [insert contact name] of [insert contact address].

The Supplier shall accept this Agreement to the exclusion of the terms or conditions stipulated or referred to by the Supplier.

Signed on behalf of the Customer

Director/Authorised Person _____
(signature of person authorised to sign contracts on behalf of the Customer)

Signed on behalf of the Supplier

Director/Authorised Person _____
(signature of person authorised to sign contracts on behalf of the Supplier)

Additional document-wide checks:

The following items should also be checked in the Word version before issue, even where no full rewrite is required:

- Confirm whether the appendices listed in the contents page are complete, because the text refers to Appendix 6 and Appendix 8, while the extracted contents page shows only Appendices 1 to 5.
- Confirm whether the estimated budget should remain disclosed in the RFT or be removed entirely.
- Confirm whether “Port of Galway” and “Galway Harbour Company” are both intended branding references, and apply one consistent style through the RFT and contract.
- Confirm whether the insurance limits remain current and appropriate for the anticipated value and risk profile of the maintenance works.
- Confirm whether the minimum turnover threshold and professional membership requirements remain proportionate and current for this procurement.
- Confirm whether the tax, statutory and template references should be refreshed in line with the client’s current standard procurement templates and legal review requirements.