
Group Procurement Delivering Solutions

Request for Tenders: P21123 – Vehicle Threat Mitigation - Supply of Bollards



VOLUME 1: INSTRUCTIONS TO TENDERERS

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1. Introduction

- 1.1 This procurement competition relates to the Supply of Bollards to Dublin Airport.
- 1.2 Details of the Contracting Authority's requirements are contained in Volume 2 (Requirements and Specifications) to this RFT.
- 1.3 daa is the "**Contracting Authority**" for this procurement competition.
- 1.3 daa plc (the "**Contracting Authority**") is a major international airport company employing over 3,000 people. A copy of the annual report and financial statements of the Contracting Authority is available at www.daa.ie.
- 1.4 The Contracting Authority invites responses ("**Tenders**") to this Request for Tenders ("**RFT**") from economic operators ("**Tenderers**") for the supply of Airfield Illuminated Signage and Associated Equipment as described in Volume 2 (Requirements and Specifications) to this RFT, (the "**Goods**").
- 1.5 The Contracting Authority invites tenders ("**Tenders**") to supply Airfield Illuminated Signage and Associated Equipment to the Contracting Authority (the "**Goods**") for a period of five (5) years. The Contracting Authority reserves the right to extend the framework for up to a further three (3) years, at its sole discretion.

2. Tender Process Overview**2.2 Overview of Tender Process**

- 2.2.1 This RFT is being made available to Tenderers who are invited to submit Tenders to supply the Goods.
- 2.2.2 The RFT is composed of four Volumes as set out below:
- (a) Volume 1: Instructions to Tenderers (including Appendices)
 - (b) Volume 2: Requirements and Specifications
 - (c) Volume 3: Pricing Schedules
 - (d) Volume 4: Form of Contract (the "**Contract**")
- 2.2.3 In the event of any discrepancy or conflict between the Volumes identified above, such discrepancy shall be resolved by the Contracting Authority at its discretion.
- 2.2.4 Tenderers are requested to submit Tenders in accordance with the terms of this RFT to supply the Goods based on the terms of the Contract. It will be the responsibility of the Tenderer/s to take account of any deficiencies with regard to the information provided in this RFT and to stipulate any assumptions that impact on this policy when replying to this RFT.
- 2.2.5 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.
- 2.2.6 Any Contract resulting from a Tenderer's proposal may 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.
- 2.2.7 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.

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- 2.2.8 The Contracting Authority shall consider all compliant tenders against the award criteria in Section 6.2 of this ITT.
- 2.2.9 The successful Tenderer(s) shall supply the Goods in accordance with and on the terms and conditions of the Contract as set out at Volume 4 (Form of Contract) of this RFT. The successful Tenderer(s) shall be required to enter into the Contract with the Contracting Authority. Tenderers should take account of the provisions of the Contract in the preparation of their Tenders.

2.3 Timetable

- 2.3.1 The Contracting Authority expects to complete the competition in accordance with the timetable below. Please note this timetable is indicative and subject to change at the Contracting Authority's absolute discretion.

Publish RFT documents on eTenders	28th September 2026
Latest date for Tenderers to submit clarification queries	12th October 2026
Latest date for the Contracting Authority to respond to clarification queries	19th October 2026
Latest date for the receipt of Tenders	26th October 2026
Issue regret letters to unsuccessful Tenderers	23rd November 2026
Issue contract to successful Tenderer	07th December 2026
Contract commencement date	14th December 2026

N.B. The timetable above is indicative only and the Contracting Authority reserves the right to change it as necessary. The Contracting Authority may, at its own absolute discretion, extend the deadline for the submission of Tenders (or any other indicative deadline identified above). Any extensions granted will be notified promptly to all Tenderers via the eTenders portal.

3. Instructions to Tenderers

- 3.1 This RFT is issued by the Contracting Authority for the purposes of a competition for the award of the Contract.
- 3.2 This RFT is the proprietary and exclusive property of the Contracting Authority. The content of this document is for information purposes only and may not be used by the Tenderer for any purpose save for this process. No part of this document, in whole or in part, may be reproduced, stored, transmitted, or used for design purposes without the prior written permission of the Contracting Authority. This RFT is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or shall be made in relation to the completeness, accuracy or functioning of the information contained in this RFT, nor as to the reasonableness of any assumption made in preparing this information. Without prejudice to the foregoing, neither the Contracting Authority nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Tenderers should not assume that any such information or statements shall remain unchanged.
- 3.3 The Contracting Authority is not bound by any anomalies, errors or omissions in this RFT. None of the information shall constitute a contract or part of a contract between the Contracting Authority and any Tenderer. The Contracting Authority reserves the right not to follow up this RFT in any way and/or to change the tender procedure and/or terminate discussions or the tender procedure at any time. Neither the Contracting Authority nor its officers, employees, or advisers have any responsibility for Tenderers' costs or losses in connection with this competition. The Contracting Authority shall not be obliged to enter into a contract with any Tenderer. Except

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for the Tenderer's irrevocable offer to be bound by its Tender for the period stated, no legal relationship or other obligation shall arise between the Tenderer and the Contracting Authority unless and until the Contract the subject of this RFT has been formally executed in writing by the Contracting Authority and the successful Tenderer in this competition and any conditions precedent to the effectiveness of such document have been fulfilled.

- 3.4 The Contracting Authority reserves the right to amend this document, its requirements and any information contained herein at any time by notice, in writing, to the Tenderers.
- 3.5 Nothing contained in this document is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this document cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them.
- 3.6 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.
- 3.7 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 its requirements. The Contracting Authority also reserves the right to award sections of the Goods to different Tenderers depending on final selection.
- 3.8 No commitment of any kind, contractual or otherwise shall exist unless and until a 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. 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.
- 3.9 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 and Volumes.
- 3.10 All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Contracting Authority.
- 3.11 Irish law is applicable to this document. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from this document.
- 3.12 Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to, and acceptance of, the terms set forth in this RFT.
- 3.13 All correspondence in relation to this tender process shall be conducted in the English language.
- 3.14 The monetary currency for the Goods is the euro (€).
- 3.15 Tenderers' attention is drawn to the Important Notice contained in Appendix 1 (Important Notice) to this ITT.

4. Tender Submission Requirements

- 4.1 Tenderers must submit their tender response by submitting the technical, financial and legal information required in this ITT and in the Employer's Requirements contained in Volume 2 (Requirements and Specifications). Tenderers must submit a completed Form of Tender included at Appendix 3 and a Tender Pricing Document included at Appendix 4 to this ITT.

Instructions to Tenderers

- 4.2 A Tender Checklist to assist Tenderers in relation to the Tender submission requirements is contained at Appendix 2. Tenderers are required to read all of the documentation provided in the RFT for the definitive requirements.

4.3 **Return of Tenders**

- 4.3.1 Unless expressly stated herein otherwise, completed tenders must be uploaded in soft copy format to the specific project reference via the eTenders website www.eTenders.gov.ie by the closing date specified. No faxed or emailed Tenders will be accepted. It is the responsibility of the Tenderer to ensure that their Tender is uploaded to the eTenders website in time. Tenders must be received not later than the date and time notified to Tenderers during the Tender period.
- 4.3.2 Tenders submitted must be compiled such that they can be read immediately using word/pdf readers or any other programme as advised to Tenderers.
- 4.3.3 The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.
- 4.3.4 File/folder titles should not include "&" in the title and should be kept to less than 240 characters. Tenderers should only submit two files, one marked Technical Information and one marked Cost Information and if more than two files are submitted all additional files should be referenced in either the Technical or Cost Information files.
- 4.3.5 All submissions shall be in A4 format, except where stated otherwise. The response to Section 6.2 (Award Criteria) shall be no longer than fifteen (15) A4 pages (minimum size ten font). Tenderers should note that the page limit excludes information provided in response to Appendix 6 (financial statements, insurance certificates, ISO accreditations etc.) and some mandatory questions (product data sheets, test certificates). Tenderers should also note that if they exceed the page limit, only the number of pages stated above will be reviewed and any information contained in pages beyond this will not be considered.
- 4.3.6 Proposals should be self-contained, that is, they should not reference manuals, brochures, or other external documentation, except where specifically requested in this RFT.
- 4.3.7 It is the responsibility of Tenderers to ensure that their Tenders are submitted at or before the latest time for delivery of Tenders stated in this ITT (or as otherwise communicated by the Contracting Authority to Tenderers). Late Tenders are liable to be rejected.

4.4 **Tender Price and Tender Pricing Document**

- 4.4.1 Tenderers are required to submit their proposed Tender Price for supplying the Goods by completing the Form of Tender in the form attached at Appendix 3 (Form of Tender) and the Tender Pricing Document attached at Appendix 4 (Tender Pricing Document). Tenderers shall submit any further breakdown of prices and/or rates which the Contracting Authority requests from the Tenderer in writing. **Failure to submit a completed Form of Tender and Tender Pricing Document or to provide any additional requested pricing information may result in the Tender being rejected as non-compliant.**
- 4.4.2 Tenderers must not make any alterations to the Form of Tender or Tender Pricing Document and to do so may result in the Tender being deemed non-compliant and rejected.
- 4.4.3 Tenderers shall satisfy themselves as to the full extent and nature of the Goods, as no claim shall be entertained for failure to do so and no payment shall be made for additional work carried out at the discretion of the Tenderer.
- 4.4.4 No post contract adjustments will be made for errors in the Tender Pricing Document, howsoever arising.

4.4.5 Prices shall properly cover the full inclusive value of the work covered by that item. In submitting its Tender Price, Tenderers shall have regard to all factors relevant to the Tender Price and supplying the Goods including, but not limited to:

- (a) the terms of this RFT;
- (b) rates of pay/wages in the industry;
- (c) equipment requirements including maintenance and running costs;
- (d) Site overheads and staff both on and off Site;
- (e) timings of working and applicable restrictions to Site access (including airport security requirements; and
- (f) the Tender validity period.

4.4.6 Save where specified otherwise in the Tender Pricing Document, where a rate or item is left unpriced in the Tender Pricing Document the item shall be deemed to be included in the Tender Price.

4.4.7 Unless otherwise stated, all sums given in Tenders must be in euro (€), to two decimal places.

4.5 Insurance Requirements

4.5.1 The successful Tenderer shall be required to hold for the term of the Contract the following insurances:

Type of Insurance	Minimum Level of Cover
Public / Products Liability	€6.5 M with daa to be named as co-insured.

Please note: no policies are permitted to contain a terrorism exclusion clause.

4.5.2 Tenderers must include in their Tenders an insurance certificate from their insurer (or insurance broker) confirming that they have or are capable of obtaining the levels of insurance set out above.

4.5.3 Tenderers' attention is drawn to the Contract which contains further detail in relation to insurance requirements which shall apply during the term of the Contract.

4.5.4 Employer's liability and motor vehicle liability insurances are only required when delivering the Goods to the Contracting Authority's delivery address.

4.6 Minimum / Mandatory Requirements

4.6.1 Tenderers shall comply with any mandatory or minimum requirements contained in this RFT. Tenderers are required to comply, inter alia, with the following requirements:

- (a) The Tender shall be submitted no later than the time and date specified in this ITT.
- (b) The Tender shall be on the official Form of Tender which shall be signed by the Tenderer.
- (c) Tenders shall not be qualified and shall be submitted strictly in accordance with these Instructions to Tenderers.
- (d) Tenders shall not be accompanied by statements which could be construed as rendering the Tender equivocal or placing it on a different footing from other Tenderers' proposals.
- (e) A completed Form of Tender (Appendix 3) and Tender Pricing Document (Appendix 4) shall be submitted.

- (f) The Tender shall include the required forms and all the information specified in Appendix 6 (Parts A – G) and RFT Volume 2 (Requirements and Specifications) and elsewhere.

4.6.2 Any Tender which does not comply with the above requirements may be excluded from further consideration and the Tenderer notified accordingly.

4.7 Consortia and Prime / Subcontractors

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 Contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium member. The Tenderer must clearly set out:

- 4.7.1 The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
- 4.7.2 The names of all subcontractors and/or consortium members who will be involved in the supply of the Goods;
- 4.7.3 A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- 4.7.4 The name, title, telephone number, postal address and e-mail address of the nominated contact personnel authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, 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.

4.8 Health and Safety

- 4.8.1 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. The successful Tenderer shall provide information relating to its safety management systems / operation as requested by the Contracting Authority.
- 4.8.2 As a minimum, the successful Tenderer must be able to provide a copy of the following information upon request:
 - (a) Safety statement including HSE policy;
 - (b) Certified HSE management system where the scope of the certification includes the work being carried out (i.e. supply of goods);
 - (c) Risk assessment sample relevant to the scope of work (e.g. manual handling, professional drivers, lone working etc.)
- 4.8.3 Tenderers must take this into account in the preparation of their tenders.

4.9 Industry Terms Used in this RFT

- 4.9.1 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.
- 4.9.2 References to a particular standard or specification (e.g. Irish, British, EU or other) contained in this RFT shall be read as establishing minimum specifications and/or requirements (not as setting a specific requirement). Tenderers are permitted to submit alternative products or proposals which meet the specified standard or specification on an equivalent basis.

4.10 Tax Clearance and Withholding Tax

- 4.10.1 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 requirement.
- 4.10.2 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.
- 4.10.3 The preferred bidder will be required to produce a Tax Clearance Certificate within two (2) working days of being requested to do so by the Contracting Authority. Should they fail to do so the preferred tenderer may be deemed to have withdrawn its Tender and this may result in its Tender being passed over in favour of the next most suitable Tender.
- 4.10.4 In relation to Delivery Duty Paid ("DDP"), the Tenderer confirms that due to the United Kingdom exiting European Union that it will take into account all adjustments necessary in order to perform its obligations under this Tender and any contract if successful. No adjustment to pricing with the exception of a mandated adjustment in import tariffs or excise duties will be allowed over the duration of the Contract.
- 4.10.5 The Contracting Authority has appointed an authorised supplier to manage and process all of the Contracting Authority's customs clearance requirements for goods being supplied to the Contracting Authority from outside the European Union. This supplier must be used and the successful Tenderer will be given instructions on how this account will be managed, if needed. No other supplier will be accepted by the Contracting Authority in relation to customs clearance requirements.

4.11 Tender Validity Period

- 4.11.1 Tenders must be valid for a period of four (4) months from the Tender submission date.

4.12 Miscellaneous

- 4.12.1 Tenders 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.
- 4.12.2 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 may result in the Tender 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 supplies such as equipment or software necessary to supply the Goods.
- 4.12.3 Tenderers must submit an unqualified Tender. Where a Tender includes conditions or qualifications the Contracting Authority may, at its absolute discretion, exclude the Tender from further consideration, invite the Tenderer to remove the qualifications/conditions or take such other steps as the Contracting Authority considers appropriate in the circumstances.
- 4.12.4 Tenderers shall familiarise themselves with all Airport Directives, Byelaws, Policies, Procedures and standard documents (including, but not limited to, those dealing with health and safety, operations, project controls, reporting and the environment) and comply with same at all times.

4.13 Product Samples

- 4.13.1 The Contracting Authority reserves the right to request sample products for testing, as part of the tender evaluation process. In such cases, the Contracting Authority will arrange chain of custody of the product for sending to an independent testing laboratory. In the event the product fails any of the tests requested by the Contracting Authority, the Tender may be rejected as being not compliant.

Instructions to Tenderers

- 4.13.2 In circumstances where there is a requirement to provide product samples under Section 6.2 (Award Criteria) Tenderers must, when submitting any sample(s), furnish such documentation and manuals (if any) relating (but not limited) to the:
- (a) operation;
 - (b) certification;
 - (c) quality control;
 - (d) installation;
 - (e) care;
 - (f) maintenance;
 - (g) repair;
 - (h) testing;
 - (i) training;
 - (j) safety;
 - (k) storage; and
 - (l) disposal of the sample.
- 4.13.3 The Tenderer must in its Tender, provide a clear and complete list of all documentation and manuals applicable to any sample, or alternatively, where no such documentation or manuals exist, the Tenderer must provide a statement to that effect. All documentation and manuals submitted (where requested) must be in the English language only.
- 4.13.4 The Tenderer will be responsible for the insurance and transportation of any samples used in presentations, demonstrations or field trials.
- 4.13.5 Any samples required must be furnished upon written request of the Contracting Authority.
- 4.13.6 Any samples provided must be discreetly but clearly labelled by the Tenderer to allow them to be continually associated with the Tenderer and to allow samples to be returned where necessary.

5. Information and Communication

5.1 Queries and Clarifications

- 5.1.1 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 only be submitted through the eTenders website to the nominated contact person. Queries or requests for clarifications will be accepted no later the date and time notified to Tenderers during the Tender period.

Note: No queries shall be accepted by email or telephone.

- 5.1.2 Unless the Contracting Authority considers, in its absolute discretion, that a query submitted by a Tenderer is commercially sensitive (in which case the Contracting Authority reserves the right to respond to the query to the Tenderer directly), all clarifications and responses to queries/requests for clarification will be provided to all Tenderers through the eTenders website. Where appropriate, questions may be amalgamated. The Tenderer raising the query will not be identified. Where a Tenderer considers a query is commercially sensitive, it should expressly state that in its submitted query providing reasons.
- 5.1.3 The Contracting Authority reserves the right to issue or seek written clarifications and not to respond to queries raised. Queries must be submitted not less than the date and time specified in Clause 2.2 "Timetable" or as subsequently advised through eTenders. Tenderers should clearly number and date their question and only submit in Excel format. The Contracting Authority does not commit itself to responding to queries raised after that date.

5.2 Consultation Process

- 5.2.1 Not applicable to this Tender.

5.3 Confidentiality

- 5.3.1 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;
- (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this procurement competition if so requested by the Contracting Authority.

- 5.3.2 Pursuant to Section 36 of the Air Navigation and Transport (Amendment) Act 1998, it may be necessary for the preferred bidder to enter into a confidentiality agreement in a form acceptable to the Contracting Authority, as set out in Appendix 5 ("**Confidentiality Agreement**"), to the Contracting Authority within two (2) 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 5 and Tenderers must not amend the Confidentiality Agreement.

- 5.3.3 This RFT and all information relating to the Contracting Authority and its business disclosed in this RFT or as part of tender evaluation or 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.

5.4 Publicity

- 5.4.1 The Contracting Authority reserves the right to make any announcements in respect of the Goods at any time during the competition.
- 5.4.2 No publicity regarding this procurement competition, the award of a contract or the execution of the Contract is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

5.5 Form of Contract

- 5.5.1 A copy of the Contract to be used for the supply of the Goods is set out in Volume 4 (Form of Contract) to this RFT.
- 5.5.2 Save where expressly stated herein otherwise, Tenderers are required to submit their tenders on the basis of the form of contract and on the assumption that no amendments will be made to the form of contract during the preferred bidder period.
- 5.5.3 Following the award of the Contract, and in accordance with its terms, the scope of the Goods may be varied or amended. Any adjustment to the scope, nature or extent of the Goods pursuant to the terms of the Contract shall be clear, precise and unequivocal and consistent with the requirements of Article 89 of Directive 2014/25/EU.

6. Tender Evaluation**6.1 Compliant Tenders**

- 6.1.1 Prior to the detailed evaluation of Tenders, the Contracting Authority shall assess Tenders for their completeness and compliance with any minimum / mandatory requirements. Only those Tenders assessed as complete and compliant shall be evaluated using the Award Criteria detailed below.
- 6.1.2 Without prejudice to the Contracting Authority's powers to withdraw or to amend the process at any time, if a Tender fails to comply in any respect with the requirements set out in the RFT, the Contracting Authority may, in its absolute discretion:
- (a) reject the relevant Tender as non-compliant;
 - (b) without prejudice to the Contracting Authority's right to reject the Tender, meet with, raise issues and/or seek clarification from the Tenderer in respect of the relevant Tender;
 - (c) without prejudice to the Contracting Authority's right to reject the Tender, request the Tenderer to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form;
 - (d) without prejudice to the Contracting Authority's right to reject the Tender, negotiate an amendment and/or change to the relevant Tender with the Tenderer;
 - (e) without prejudice to the Contracting Authority's right to reject the Tender, waive a requirement which, in the opinion of the Contracting Authority, is minor, procedural or non-material; and/or
 - (f) without prejudice to the Contracting Authority's right to reject the Tender, amend the relevant requirement of the RFT and invite the other Tenderers to adjust their respective Tenders on the basis of such revised requirement.

6.2 Award Criteria

- 6.2.1 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.
- 6.2.2 Marks will be awarded on a comparative basis against the Contracting Authority's requirements and other Tenderers' Tenders having regard to those factors which are adjudged under each of the criteria identified in this ITT. Tenders will achieve higher marks where the solution offered exceeds the Employer's Requirements.
- 6.2.3 The Contracting Authority has established an evaluation panel using such resources and skills as it considers appropriate to assess and evaluate all tenders. Scores will be arrived at using objective evidence and the professional judgment of the members of the evaluation panel, as appropriate.
- 6.2.4 In awarding marks, the evaluation panel shall award marks under the award criteria and use the following methodology in respect thereof:

PART A: MANDATORY QUESTIONS

Ref.	Criterion	Requirement / Method of Evaluation	Scoring Range	Available Marks
A.1	Details about the Applicant	Tenderers should complete Part A – Details about the Applicant (RFT Volume 1, Appendix 6)	N/A	Pass / Fail
A.2	Eligibility	Tenderers should complete Part B – Eligibility (RFT Volume 1, Appendix 6)	N/A	Pass / Fail
A.3	Financial Statements	Tenderers should complete Part C – Financial Statements (RFT Volume 1, Appendix 6)	N/A	Pass / Fail
A.4	Legal Proceedings	Tenderers should complete Part D – Legal Proceedings (RFT Volume 1, Appendix 6)	N/A	Pass / Fail
A.5	Insurance	Tenderers should complete Part E – Insurance (RFT Volume 1, Appendix 6)	N/A	Pass / Fail
A.6	Quality Management Systems	Tenderers should complete Part F – Quality Management Systems (RFT Volume 1, Appendix 6)	N/A	Pass / Fail
A.7	Environmental Management Systems	Tenderers should complete Part G – Environmental Management Systems (RFT Volume 1, Appendix 6)	N/A	Pass / Fail
A.8	Sustainability Management Systems	Tenderers should complete Part H – Sustainability Management System (RFT Volume 1, Appendix 6)	N/A	Pass / Fail
A.9	Product Data Sheets	Tenderers should provide product literature including full technical specifications / data sheets for all items offered. The product literature should contain installation and maintenance guidance, including the recommended replacement cycle for critical components.	N/A	Pass / Fail
A.10	Test Certificates	Tenderers should provide test certificates for the products offered, as evidence of meeting applicable IEC technical standards and compliance with relevant ICAO / FAA / EASA specifications. The test certificates must be issued by a recognised third-party certifier.	N/A	Pass / Fail

PART B: SCORED QUESTIONS

Ref.	Criterion	Requirement / Method of Evaluation	Scoring Range	Available Marks
B.1	Statement of Compliance	Tenderers should provide a statement confirming that the products offered meet the Contracting Authority's specification and technical standards. Any deviations from these specifications and standards must be clearly identified within the Tender. The evaluation will be made based on compliance with the Contracting Authority's specification and technical standards, as described in RFT Volume 2 (Requirements and Specifications) Tender responses will be scored as follows: - Excellent (5) – no deviations (100% compliance) - Very Good (4) – fewer than five (5) minor deviations and no major deviations - Good (3) – fewer than ten (10) minor deviations and no major deviations - Fair (2) – one (1) major deviation - Poor (1) – two (2) or three (3) major deviations - Very Poor (0) – more than three (3) major deviations A 'minor' deviation is defined as: a deviation that involves divergences from specified requirements or standards that have a noticeable but limited impact on the service, product functionality, quality, or regulatory compliance. A 'major' deviation is defined as: a deviation that indicates a significant departure from specified requirements or standards that can have a considerable impact on the service, product functionality, quality, or regulatory compliance. The classification of 'minor' and 'major' deviations will be at the sole discretion of the Contracting Authority. The <u>minimum score</u> required for this question is: Good (3)	0 - 5	5
B.2	Reference Sites	Tenderers should provide details of three reference sites of similar size, scale, operation and environment as Dublin Airport, where their products have been installed for at least 12 months, using the template provided in RFT Volume 1, Appendix 7 Tender responses will be scored as follows: - Excellent (5) – three sites that meet the criteria in full - Very Good (4) – two sites that meet the criteria in full and one site that partially meets the criteria - Good (3) – one site that meets the criteria in full and two sites that partially meet the criteria - Fair (2) – two or three sites that partially meet the criteria - Poor (1) – one site that partially meets the criteria - Very Poor (0) – no sites that meet the criteria	0 - 5	5

Instructions to Tenderers

		The assessment of whether a reference site fully meets or partially meets the criteria will be at the sole discretion of the Contracting Authority. The <u>minimum score</u> required for this question is: Good (3) Page limit: five (5) sides of A4 paper.														
B.3	Production Capacity and Delivery Lead Times	Tenderers should demonstrate how they manage their production capacity and scheduling to fulfil the customer's requirements by providing a production schedule showing the overall delivery lead time for the following: <table border="1"><thead><tr><th>Ref.</th><th>Item Description</th><th>Qty</th></tr></thead><tbody><tr><td>1</td><td>Fixed Bollard - ISO22343:2023 or equivalent - Shallow Foundation - V/7200(N2A)/80/90</td><td>470</td></tr><tr><td>2</td><td>Manually Retractable Bollard - ISO22343:2023 or equivalent - V/7500/48 / V/7500/64</td><td>9</td></tr><tr><td>3</td><td>Fixed Bollard - Ultra shallow Foundation - ISO22343:2023 or equivalent - V/7500[N2]/48/30</td><td>119</td></tr></tbody></table> Tender responses will be scored as follows: The Tenderer with the shortest delivery lead time will receive the maximum marks available, with other Tenderers scored on a pro-rata basis (relative to the shortest delivery lead time). The lowest score that can be given is zero (0) marks. Formula = (2 – (D / SD)) x M Where D = Delivery lead time being evaluated, SD = Shortest Delivery lead time and M = Marks available	Ref.	Item Description	Qty	1	Fixed Bollard - ISO22343:2023 or equivalent - Shallow Foundation - V/7200(N2A)/80/90	470	2	Manually Retractable Bollard - ISO22343:2023 or equivalent - V/7500/48 / V/7500/64	9	3	Fixed Bollard - Ultra shallow Foundation - ISO22343:2023 or equivalent - V/7500[N2]/48/30	119		10
Ref.	Item Description	Qty														
1	Fixed Bollard - ISO22343:2023 or equivalent - Shallow Foundation - V/7200(N2A)/80/90	470														
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B.4	Product Development and Innovation	Tenderers should provide details of any product innovations they can offer as part of this tender, for example: a. after-sales service / customer support b. enhanced or extended product warranties c. improvements in efficiency, reliability and safety d. products that have original or unique features that exceed the requirements or offer tangible benefits to the customer Tender responses will be scored as follows: Excellent (5); Very Good (4); Good (3); Fair (2); Poor (1); Very Poor (0) Refer to 'Scoring Guidelines for the Evaluation of Tenders' for definitions of the scoring categories. Page limit: five (5) sides of A4 paper.	0 - 5	5												
B.5	Environmental Sustainability	Tenderers should advise how they will meet the following: 1. Demonstrate Leadership in Sustainability: projects must comply with the Contracting Authority's Mandatory Sustainability	0 - 5	5												

Instructions to Tenderers

		Requirements. - Decarbonise: assess the whole life carbon of materials and demonstrate an approach that strives to achieve low embodied carbon, considering and evaluating the use of low carbon materials. - Circular Economy: minimise waste and maximise reuse and recycling through a circular economy approach. - Renewable Energy: integrate renewable energy where possible. - Certifications and Standards - Possession of relevant environmental sustainability certifications - Compliance with environmental regulations Tender responses will be scored as follows: Excellent (5); Very Good (4); Good (3); Fair (2); Poor (1); Very Poor (0) Refer to 'Scoring Guidelines for the Evaluation of Tenders' for definitions of the scoring categories. Page limit: five (5) sides of A4 paper.		
B.6	Pricing Schedules	Tenderers should provide a price for all products offered by completing the Pricing Schedules (RFT Volume 3) Tender responses will be scored as follows: The Tenderer with the lowest total price will receive the maximum marks available, with other Tenderers scored on a pro-rata basis (relative to the lowest total price). The lowest score that can be given is zero (0) marks. Formula = $(2 - (T / LT)) \times M$ Where T = value of Tender being evaluated, LT = value of Lowest Tender and M = Marks available		70
	Total			100

Scoring Guidelines for the Evaluation of Tenders		
Category	Score	Basis of Score Awarded
Mandatory	Pass / Fail	The information submitted must meet the minimum requirements as set out in the relevant question.
Very Poor / No Response	0	A very poor response which demonstrates a lack of understanding of the question. The Tenderer's response includes significant areas that are unexplained or unclear. The response raises significant concerns in the Tenderer's skills and / or knowledge, in relevance to the question. Alternatively, the Tenderer has failed to address the requirements of the question and provided a response of no relevance.
Poor	1	A poor response which fails to meet key areas of the Contracting Authority's criteria. The Tenderer's response is unclear or includes areas of unexplained content. The Tenderer's response raises concerns in the Tenderer's skills and / or knowledge, in relevance to the question. The Tenderer's response has large gaps and answered with little relevance to the question.
Fair	2	A fair response that is close to the Contracting Authority's expectations. The response has some areas unexplained and is unclear in places. Based on the response the Contracting Authority has concerns in the Tenderer's skills and / or knowledge, in relevance to the question. Response can be generic and not related to the requirements of the Goods.
Good	3	A good response which meets the Contracting Authority's expectations. The response is unclear in places. The Tenderer appears to have most of the skills required in relevance to this question. Response can be slightly generic and not sufficiently relevant to the requirements of the Goods.
Very Good	4	A very good response which satisfies the Contracting Authority's expectations and demonstrates significant range of evidenced understanding and knowledge. The response is clear. No concerns in the Tenderer's skills or knowledge of delivery of Goods of this type. The Applicant demonstrates that it is capable of fulfilling requirements.
Excellent	5	An excellent response that exceeds the Contracting Authority's expectations and demonstrates significant range of evidenced understanding and knowledge. The response is clear and the Contracting Authority has complete confidence in the Tenderer's skills and knowledge of delivering Goods of this type.

6.3 Tender Price Analysis

- 6.3.1 Tenderers should note that the Contracting Authority requires rates and prices to be properly balanced to reflect the work covered in each item within the Goods. Should any question arise as to whether any rate or price included is abnormally high or abnormally low or as to whether it properly covers the full inclusive cost of the work covered by that rate or price, then the Tenderer shall (if requested) provide a breakdown of such rate or price to the Contracting Authority and show that the Tenderer has properly included for the cost of each item within the Goods.
- 6.3.2 If it is considered that a Tenderer's rates or prices are abnormally high or, alternatively, abnormally low, the Tenderer shall be requested, in writing, to provide any details of the constituent elements of the Tender which the Contracting Authority considers relevant. The Contracting Authority shall verify those elements and take into account the explanations received in determining whether or not the Tender complies with the requirements set out above.
- 6.3.3 If, in the Contracting Authority's opinion and having received further details, the tendered rates or prices do not reflect a fair allocation of the tendered Tender Price, the Contracting Authority may (but is not obliged to) invite the Tenderer to adjust rates or prices tendered, but without adjusting the tendered Tender Price.
- 6.3.4 The Contracting Authority's decision as to whether or not a Tender has complied with the above requirements shall be binding and any failure to comply with the above requirement may result in the Contracting Authority rejecting the Tender.
- 6.3.5 The Tender Price will also be inspected and examined for errors. If there is an error in extension, the rate will be adjusted, so that the extension remains the same. If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the total remains the same. The Contracting Authority will decide which amounts and rates are to be adjusted. Instead of adjusting the amounts added, the Contracting Authority may in its discretion adjust an item. No adjustment made under this Section 6.3.5 will affect the proposed Tender Price. If the Tenderer rejects the correction of its Tender, it shall be deemed as a withdrawal of the Tender and the Tender shall be excluded from further consideration.

6.4 General Tender Clarifications

- 6.4.1 In the course of detailed consideration of a Tender, the Tenderer may be asked by the Contracting Authority to submit any further information or clarification necessary to assess the Tender within a specified time limit.
- 6.4.2 The Tenderer shall note that the Contracting Authority shall not be obliged to request additional information.
- 6.4.3 Failure to submit the requested information within the time limit specified with the request from the Contracting Authority or extended time limit as may be agreed with the Contracting Authority is grounds for exclusion from the tender competition and may result in the disqualification of the Tenderer

6.5 Presentation of Proposals

- 6.5.1 The Contracting Authority reserves the right to request Tenderers to attend interviews with the Contracting Authority or to request clarification of any matter set out in a Tenderer's response to the RFT. If this proves necessary, Tenderers will be informed as soon as possible after receipt of the response. Note that Contracting Authority (in its absolute discretion) may not require any or all Tenderers to attend an interview or clarify their responses and Tenderers should draw no conclusion from such interviews or from any failure to request clarifications.

6.6 Best and Final Offers (“BAFO”)

- 6.6.1 Following the evaluation of Tenders, the Contracting Authority reserves the right to request (“BAFO Invitation”) from any or all Tenderers. The basis for making a BAFO submission shall be set out in the BAFO Invitation. Where there is a BAFO stage, the Contracting Authority reserves the right to issue a revised form of the contract documents (the “BAFO Documents”) as part of the BAFO Invitation.
- 6.6.2 BAFO submissions will be subject to evaluation on the basis described in the BAFO Invitation (which may include a Value Engineering process), but it is anticipated that this evaluation will be the same as or substantially the same as the evaluation methodology applied to tender evaluation as described in Section 6.2 (Award Criteria) and Section 6.3 (Tender Price Analysis).
- 6.6.3 The Contracting Authority reserves the right to request Tenderers to attend a meeting to provide clarification of any matter submitted as part of a BAFO submission. Performance at such a meeting will not form part of the BAFO evaluation but information provided to clarify aspects of the BAFO submission may be taken into account by the Contracting Authority as part of the BAFO evaluation process. It shall be compulsory for Tenderers to attend any such meeting.

6.7 Electronic Auction (“e-Auction”)

- 6.7.1 Following the evaluation of Tenders, the Contracting Authority reserves the right at any time to invite Tenderers to participate in a reverse auction for some or all of the products listed in Volume 3 (Pricing Schedules). If the Contracting Authority decides, at its sole discretion, to run a reverse auction, this will take place during the negotiation stage or as part of the BAFO process. The Contracting Authority may wish to shortlist Tenderers to participate in the reverse auction based on their evaluation score and ranking. Only those Tenderers that have met the minimum requirements will be considered eligible to participate in the reverse auction.

7. Preferred Bidder Stage**7.1 Identification of Preferred Bidder**

- 7.1.1 Following the evaluation of Tenders (and BAFO where applicable), the Contracting Authority intends to identify a preferred Bidder. Once selected, the Contracting Authority intends to proceed to contract award with the preferred tenderer in the shortest possible timeframe. The process for proceeding to contract award shall be set out in the letter of notification issued to the preferred Tenderer.
- 7.1.2 Tenderers must not assume that there will be any amendments to the Contract in the preferred Tenderer stage.
- 7.1.3 If, for whatever reason, the Contracting Authority is not in a position to proceed to contract award with the preferred tenderer, the Contracting Authority reserves the right to take whatever steps it considers appropriate, including reverting to the next ranked bidder, seeking clarification from the preferred Tenderer, reverting to all Tenderers (with or without amending the Contracting Authority’s requirements) or cancelling the competition.

7.2 Standstill Period

- 7.2.1 Where required by law, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this procurement competition (“Standstill Period”). The preferred bidder/s will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

7.3 Reserve Panel

- 7.3.1 Unsuccessful Tenderers will be appointed onto a Reserve Panel, which shall operate in the event of the Supplier being unable to fulfil its obligations under the contract, for whatever reason.

8. Disclaimer

- 8.1 The Contracting Authority has prepared this RFT with its professional advisers for the sole purpose of inviting Tenders from potential Tenderers. The information set out in the RFT is being made available on condition that it is used only in connection with the Tender exercise and for no other purpose whatsoever. The information is indicative only and does not purport to contain all the information that a Tenderer may require in connection with the Goods and Tenderers must rely on their own enquiries in this regard.
- 8.2 The Contracting Authority and its professional advisers have taken all reasonable care to ensure that the material set out in the RFT is true and accurate in all material respects as at the time of publication. However, the documents do not purport to be in any way comprehensive in respect of all matters relevant to the Contracting Authority's requirements for the Goods or to have been independently verified. Neither the Contracting Authority nor any of its professional advisers accepts any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 8.3 Neither the Contracting Authority nor any of its professional advisers will be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from, the RFT or for any other written or oral communication made available during the course of the Tender process. No representation or warranty is made in respect of such opinions, statements or conclusions. No contract to be entered into with a successful Tenderer will contain any representation or warranty in respect of the RFT.
- 8.4 This RFT does not constitute an offer to enter into a contract and neither the documents themselves nor any of the information set out therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. None of the information set out herein will constitute a contract or part of a contract between the Contracting Authority and any Tenderer, including (but not limited to) a contract about this Competition. No legal relationship or other obligation shall arise between any Tenderer and the Contracting Authority (other than an Tenderer's irrevocable offer to keep its Tender open for the prescribed period and any confidentiality obligations imposed on the Tenderer pursuant to this RFT) unless and until a contract has been formally executed in writing by the Contracting Authority and the Tenderer, or a letter of acceptance has been issued by the Contracting Authority to the Tenderer, and any conditions precedent to such document's effectiveness have been fulfilled. No reliance shall be placed on any information or statements contained in this RFT, and no representation or warranty, express or implied, is or will be made in relation to such information / statements.
- 8.5 The Contracting Authority reserves the right, at any time and without notice or liability, not to proceed with some or all of the Goods, to terminate the procurement process (or any part thereof), to change the basis of and the procedures for the bidding process and/or to procure the Goods by alternative means if, in the Contracting Authority's opinion and at its sole discretion, it appears that the Goods can be thereby more advantageously procured. In addition, the Contracting Authority reserves the right to amend this RFT, its requirements and any information contained herein at any time by notice in writing to the Tenderers.
- 8.6 The Contracting Authority, and its professional advisers will bear no liability whatsoever to anyone whether participating in this Competition or not and, for the avoidance of doubt, will not be liable for any costs or losses incurred howsoever arising in connection with the Competition including, without limitation, any loss of profit or other economic loss incurred.
- 8.7 Recipients of this RFT in jurisdictions outside the Republic of Ireland should inform themselves about and observe all applicable legal requirements in such jurisdictions. In particular, the distribution of this RFT in certain jurisdictions may be restricted by law and, accordingly, recipients represent that they are able to

receive this RFT without contravention of any unfulfilled registration requirements or other legal restrictions in the jurisdiction in which they reside or conduct business.

- 8.8 Irish law is applicable to this RFT and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the RFT. Each Tenderer's acceptance of delivery of the RFT constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer.