Comhairle Contae Mhaigh Eo
Mayo County Council

OPEN PROCEDURE

REQUEST FOR TENDER FOR A CONTRACT

RECOMMENDED FOR BELOW EU THRESHOLD

Scope of Contract	
Supply and delivery of 14 no. battery powered Spreaders complete with battery, spare battery and charging unit	
Procedure	
Open Procedure – National Level	
Key Dates	
Issue Date	28 October 2026
Closing Date for Queries	16:00 hrs on Thursday 26 November 2026
Closing Date for Tender Submissions	16:00 hrs on Thursday 19 November 2026
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only

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

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

CONTENTS

1 ABOUT THE CONTRACTING AUTHORITY 4
1.1 The Contracting Authority 4
1.2 Small and Medium Enterprise Participation 4
2 OVERVIEW OF THE REQUIREMENT 5
2.1 High Level Scope 5
2.2 Anticipated Timeline 5
2.3 Termination of Contract 5
2.4 Compliance with the Terms and Conditions 5
2.5 Award to Runner Up 5
3 DETAILED SPECIFICATION OF REQUIREMENTS 6
3.1 Specification 6
3.2 Details of Options 6
3.3 Duration 6
3.4 Indicative budget 6
3.5 Contract Management 6
4 SELECTION CRITERIA 7
4.1 Use of the European Single Procurement Document 7
4.2 Relying on the Standing of Other Entities 7
4.3 General, Legal and Financial Requirements 8
4.4 Technical Capacity Requirements 9
5 AWARD CRITERIA 10
5.1 Methodology for Calculating the Cost Score (Criterion A) 12
5.2 Methodology for Calculating Scoring of Qualitative Criteria (Criterion B+D) 12
5.3 Post Tender Clarification 13
5.4 Verification Meetings 13
5.5 Clarification of Abnormally Low Tenders 13
5.6 Right to Confirm Suitability 13
6 INSTRUCTIONS FOR TENDERERS 14
6.1 Submission of Tenders 14
6.2 Closing date for Tenders 14
6.3 Queries 14
6.4 Extension of Tender Period 14
6.5 Tender Validity Period 15

6.6 Discrepancies between Documents 15
6.7 Formatting of Tenderers / Amendment of Tender Documentation 15
6.8 Collusive Tendering 15
6.9 Confidentiality 15
6.10 Clarification of Tenders 16
6.11 Correction of Errors 16
6.12 Change in the Composition of a Tenderer 16
6.13 Interference and Inducement to Purchase 16
6.14 Conflict of Interest 17
6.15 Publicity 17
6.16 Right Not to Award 17
6.17 Notification of Tender Evaluations 17
6.18 Award Notices 17
6.19 Policy on Personal Debriefings 18
6.20 Copyright 18
6.21 Brand Names, etc. 18
6.22 Environmental Aspects 18
6.23 Knowledge and Skills Transfer 18
6.24 Currency and Payment 18
6.25 Irish Legislation and Law 18
6.26 Anti-Competitive Conduct 19
6.27 Accessibility / Dignity at Work 19
6.28 Withholding Tax 19
6.29 Freedom of Information 19
6.30 Late Payment 19
6.31 Data Protection 20
6.32 Changes in Legislation 20
Appendix A Specification 21
Appendix B Sustainability 26

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

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

1.2 Small and Medium Enterprise Participation

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

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

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

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

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

2 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

This contract is for the Supply and delivery of 14 no. battery powered Spreaders. End user training must also be provided. .

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Closing date for Receipt of Tenders	As specified on title page
Clarification meetings (if anticipated)	01 December 2026
Award decision	10 December 2026
Contract Commencement	14 December 2026

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

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

2.4 Compliance with the Terms and Conditions

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

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

2.5 Award to Runner Up

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3 DETAILED SPECIFICATION OF REQUIREMENTS

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

3.1 Specification

This contract is for the Supply and delivery of 14 no. battery powered Spreaders complete with battery, spare battery and associated charging unit.

End user training must also be provided.

Please refer to Appendix A for full details.

3.2 Details of Options

N/A

3.3 Duration

The contract will be for a period of 12 Months.

3.4 Indicative budget

The indicative budget for the contract is €110,000 to €150,000

3.5 Contract Management

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

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

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

4 SELECTION CRITERIA

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

4.1 Use of the European Single Procurement Document

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

4.2 Relying on the Standing of Other Entities

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

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

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

4.3 General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in your tender being considered inadmissible.

General Information	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Declarations	
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document. • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.	
Financial	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners and in their country of establishment.
Turnover	(a) Confirmation that the tendering party turnover exceeded €250,000 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Product Liability - €6.5 million

4.4 Technical Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in your tender being considered inadmissible.

Previous Contracts / Experience
Tenderers must provide information clearly demonstrating successful delivery of at least 3 previous comparable contracts / experience, involving the features as defined in the TRD
Health & Safety Management System
Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.
Quality Assurance Management System
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD.
Environmental Management System
Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether 3rd party certified or in-house. Please complete the TRD.

5 AWARD CRITERIA

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

The contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Please note that the maximum marks available is 10,000.

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks Required**
	60%	6,000	N/A
Title	Cost		
Description	Cost (exclusive of VAT) to Supply and delivery of 14 no. battery powered Spreaders complete with battery, spare battery and associated charging unit. The cost quoted must include the provision of end user training in the safe use of the tool, including a risk assessment, to at least 12 personnel at Fire Brigade HQ, Castlebar. Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 months commencing from the Tender Deadline.		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks – 50%**
	24%	2,400	1,200
Title	Technical merit and operational suitability.		
Description	The Tenderer is required to demonstrate with evidence, that the Spreaders are fit for purpose and comply with the technical specification outlined in Appendix A. Tenderers should include technical documentation to support their submission and ***may*** include testimonials from other users to support if required. Tenderers may be required to demonstrate the functional and technical aspects of the proposed spreader to relevant personnel in Mayo County Fire Service.		

Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	8%	800	400

Title	Warranty.
Description	Maximum marks will be awarded to the most comprehensive warranty for the longest duration. The minimum acceptable warranty is 2 years and any tender offering less than this will not receive any marks in this category. Other tenders will receive a pro rata score with the minimum warranty of 2 years receiving at least 400 marks. **Details of the warranty must be provided as part of the TRD.** Example: Tender A: 5 years, Longest Warranty - Gets full 800 Marks Tender B: 3 years, 400+(3-2)/(5-2)*(800-400) = 400+(1/3)*400= 534 Marks

Criterion D:		Weighting	Maximum Marks	Minimum Marks Required
Title	Sustainability	8%	800	400
Instructions	As part of our commitment to environmental responsibility and sustainable operations, we seek to incorporate sustainability as a key consideration in the evaluation of tenders for the Supply and delivery of 13 no. battery powered Spreaders The selected service provider will play a role in supporting our efforts to reduce carbon emissions, energy costs and ensure ethical and socially sustainable business practices. Tenderers are encouraged to demonstrate innovative and measurable sustainability initiatives across their entire production operation and workforce development that will contribute to the overall evaluation of proposals. The Tenderer must demonstrate clear, quantifiable, and measurable environmental benefits of their proposed equipment. This includes outlining how the product minimises environmental impact, sustainable disposal, long life maintenance, sustainable materials, energy efficiency, and waste reduction. **Full details are outlined in Appendix B**			

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

5.1 Methodology for Calculating the Cost Score (Criterion A)

The following formula will be applied to the cost score:

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

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

5.2 Methodology for Calculating Scoring of Qualitative Criteria (Criterion B+D)

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible from further consideration		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and classified as inadmissible.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and classified as inadmissible.

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

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

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

5.3 Post Tender Clarification

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

5.4 Verification Meetings

Award of contract may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

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

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

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

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

6.2 Closing date for Tenders

The closing date for tender submission	as specified on the title page

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

The closing date for submitting queries	as specified on the title page

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

6.4 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

6.5 Tender Validity Period

To allow sufficient time for Tender assessment and facilitate possible future orders a Tender Validity period of 12 Months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenderers / Amendment of Tender Documentation

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

6.11 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

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

6.12 Change in the Composition of a Tenderer

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

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

6.13 Interference and Inducement to Purchase

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

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

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

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.17 Notification of Tender Evaluations

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

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

Potential outcomes can be:

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

6.18 Award Notices

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

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

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

6.23 Knowledge and Skills Transfer

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

6.24 Currency and Payment

The currency in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT, with the applicable rate of VAT clearly indicated.

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

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

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

6.30 Late Payment

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

6.31 Data Protection

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

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

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

6.32 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

Appendix A Specification

This competition is for the Supply and delivery of 14 no. battery powered Spreaders complete with battery, spare battery and associated charging unit with the possibility, if required, of additional units within the next 12 months.

Tenderers must confirm that the equipment offered meets all requirements and provide details in support of same in the TRD.

REF.	Requirement type	Requirement
A. General Requirements		
A1	**Warranty**	The tools and ancillary equipment including batteries shall have a minimum warranty of 2 years.
A2	**Samples for Field Trials:**	The tenderer shall, upon request, provide a sample of each rescue tool being tendered. These samples must be: • Supplied within 15 working days of the request, and • Made available for a minimum period of 10 working days to facilitate field trials and operational evaluation.
A3	**Documentation**	A full set of documentation shall be provided to include as a minimum: • Operating and safety manuals; • Cleaning, servicing, maintenance, and repair instructions; and • Relevant risk assessments. This documentation must be supplied in either Irish or English, or both, and may be provided in hard copy or electronic format.
A4	**Certification**	The tenderer shall provide certification documentation with the tender demonstrating the equipment complies with EN 13204:2025 (and any subsequent amendments).
A5	**Training**	The tenderer shall provide full details on how training will be delivered. A minimum of a half-day training session shall be provided for all nominated operational personnel at Fire Brigade HQ or it's environs. All costs associated with the training including labour, travel, and subsistence must be included in the overall supply of the equipment and shall not incur any additional charges.

A. General Requirements cont.		
A6	**Parts & Servicing**	The tenderer shall provide a detailed breakdown of all annual and multiannual replacement parts required for servicing, as recommended by the manufacturer. The tenderer shall include the current cost of these parts, along with the estimated total cost of annual servicing over a four-year period. This estimate must include all associated costs, including labour, travel, and subsistence, for servicing the tools at the stations where they will located – details to be provided.
B. Tool Requirements		
B1	**Operating Life**	All tools and ancillary equipment must have a minimum operating life of 15 years.
B2	**Ergonomics**	The tools shall be designed to deliver a high power-to-weight ratio, ensuring ease of manual handling and operation by a diverse workforce. The tools must incorporate: • Ergonomically designed handles that allow for secure grip and control in multiple operating positions; • Capability of operation by one person; • Usability across a range of working heights, including knee, waist and chest level. These design features shall facilitate efficient and safe operation during cutting tasks in varied and challenging environments
B3	**CE Marking**	All tools and ancillary equipment must be individually CE marked.
B4	**Serial Number**	All tools and ancillary equipment, including batteries, must be individually marked with a unique traceable serial number.
B5	**Noise**	Under full load conditions, the noise emission levels of each tool shall not exceed: • 75 dB(A) at a distance of 1 metre; and • 66 dB(A) at a distance of 4 metres
B6	**LED lighting**	All tools must have integral LED lighting to facilitate use in restricted light conditions with an on/ off switch, the lights must be powered by the main battery.

B. Tool Requirements cont.		
B7	**Control Handle and Actuator**	The rescue tools shall be equipped with a manual control actuator, which must be easily accessible in all operating positions and automatically returns to neutral position for enhanced safety and control. The control handle shall: • Have a minimum length of 75 mm to ensure a full and secure grip for the operator's hand; • Be designed for operation from all angles by a single operator, including in confined spaces such as those encountered inside vehicles during road traffic collisions; and • Support use in varied body positions and orientations, ensuring ergonomic and safe handling in challenging environments.
B8	**IP Ratings**	Each tool and its associated battery must meet the following minimum Ingress Protection (IP) ratings: • Tools: Minimum protection rating of IP57, ensuring protection against dust ingress and temporary immersion in water. • Batteries: Minimum protection rating of IP54, ensuring protection against limited dust ingress and water spray from any direction.
B9	**Auto Stop/Start:**	The spreader shall be equipped with an auto start/stop function to optimise battery efficiency, to reduce wear on components and support efficient and operational safety. The motor/drive system must automatically stop when: • The tool is not in use, or • The tool has reached its maximum operating pressure. The tool must automatically restart when the control handle is turned again, allowing seamless reactivation by the operator without additional steps.
C. Battery Requirements.		
C1	**Standards**	All batteries must conform to EN 62133-2:2017 and A1:2021 (or any subsequent amendments of same).
C2	**Status**	Each battery must be equipped with a visual charge status indicator that is clearly visible and readable while the battery is connected to the rescue tool or the charger.

C. Battery Requirements contd.		
C3	**Interfacing**	The batteries shall meet the following minimum requirements: • They must fit securely to the tool to prevent accidental separation or damage during operation; • They must be easily connectable to the tool by a single operator wearing fire-fighter gloves; • Their replacement must not cause any unintended movement of the tool's jaws, arms, or rams (as applicable); and • They must be capable of interfacing with diagnostic software to provide detailed information on the battery's health status.
C4	**Rating**	All batteries must be Lithium-Ion type with a minimum capacity rating of 5 ampere-hours (5Ah).
C5	**Charging Time**	Batteries must be capable of reaching a full charge from a fully discharged state within a maximum of 120 minutes. This requirement applies when using either a mains-powered AC charger, or a vehicle-powered DC charger.
C6	**Continuous Charging**	The equipment must be designed to remain on continuous charge without risk of damage to either the battery or the charger.
C7	**Durability**	All batteries must be capable of withstanding a minimum of 500 full charge-discharge cycles (i.e., from fully discharged to fully charged) without significant degradation in performance or capacity. Tenderers must provide verifiable documentation from the battery manufacturer confirming compliance with this requirement, including test data or certification where available.
C8	**Supply Voltage**	Battery chargers provided must be suitable for use with a standard mains socket supply (220–240V AC). Chargers must provide clear indication of the battery's state of health both visually on the battery unit, and via diagnostic software, enabling detailed performance monitoring and maintenance planning The option to obtain a 24v DC charger is also required with similar requirements to above.
C9	**Availability**	Replacement batteries must be available for 15 years.

C. Battery Requirements contd.		
C10	**On-board charging:**	The optional on-board charger shall meet the following criteria: • Operate at 24V DC; • Include a battery level indicator for real-time monitoring; • Be supplied with all necessary ancillary equipment, including a sufficient length of charging cable; • Be suitable for mounting within a fire appliance; • Be capable of charging a minimum of one battery; Include suitable inline surge protection fuses that are easily accessible for replacement or alternatively be fitted with a resettable circuit breaker that is easily accessible for resetting.
D. Tool specification		
D1	**Performance**	The spreader must meet or exceed the following performance criteria, in accordance with EN 13204:2025 (or any amendments to same): • Minimum opening: Greater than 750 mm • Spreading Force: Greater than 48 kN, measured 25 mm from the tips and greater than 380 kN at the steel tips; • Pulling Force: Greater than 60 kN; • Pulling Width: Greater than 650 mm; and • Maximum Squeezing Force: Greater than 120 kN.
D2	**Accessory Compatibility**	The spreader must be designed to allow for the secure attachment and use of accessories such as chains or other approved fittings, enhancing its versatility in rescue operations.
D3	**Tip Grip Performance**	The spreader tips must be engineered to provide effective grip on a wide range of surfaces during spreading operations, ensuring stability and control under load.
D4	**Tip Profile for Access**	The tip design must be suitably fine and tapered to allow insertion into narrow gaps enabling effective initial access in confined or obstructed spaces
D5	**Weight**	The spreader, including the connected battery, shall have a maximum total weight of 21.5 kg

Appendix B Sustainability

As part of our commitment to environmental responsibility and sustainable operations, we seek to incorporate sustainability as a key consideration in the evaluation of tenders for the supply and delivery of the Breathing Apparatus sets and ancillary equipment.

The selected service provider will play a role in supporting our efforts to reduce carbon emissions, energy costs and ensure ethical and socially sustainable business practices. Tenderers are encouraged to demonstrate innovative and measurable sustainability initiatives across their entire production operation and workforce development that will contribute to the overall evaluation of proposals.

Criteria shown below will form part of our assessment.

Index No:	Item
a.	The Tenderer must demonstrate clear, quantifiable and measurable environmental benefits of their proposed equipment. Tenderers should also describe any certifications or adherence to recognised environmental standards, as well as their approach to responsible disposal, recycling or refurbishment at the end of the products life. • Energy optimisation initiatives in the warehouse/premises including rain harvesting, use of PV Panels, fabric of the building including insulation, efficiency of lighting and heating, EV charging capabilities etc. • Use of recycled and/or recyclable material • Waste management/disposal/recycling • Minimisation of waste • Transport & logistics measures • Corporate Social Responsibility policies • Proposed Targets for Environmental Sustainability • Sustainable purchasing This criterion will be marked in accordance with the table in Section 5.2.