Comhairle Contae Fhine Gall
Fingal County Council

CALL FOR TENDER Single – Party Framework Agreement	
Establishment of a Single Supplier Framework Agreement for the Supply of New Backhoe Excavators and Associated Attachments for Fingal County Council with an initial contract for the Supply of 2 No. Backhoe Excavators- FCC/139/26	
Procedure:	**Open** Procedure – OJEU The Contracting Authority is utilising the EU Open Procedure of European Council Directive 2014/24/EU
Key Information:	
Issue Date	As per eTenders Notice
Closing Date for Queries	As per eTenders Notice
Closing Date for Tender Submissions	As per eTenders Notice
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for submission of tenders	Tender Post-box facility on www.etenders.gov.ie Suppliers must register their interest on the eTenders website (www.etenders.gov.ie) in order to be included on the mailing list for clarifications.

Please note that information relating to this Call 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.

The Contracting Authority has provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

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Disclaimer

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

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

1. About the Contracting Authority

1.1 The Contracting Authority

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

Fingal County Council is the Local Authority for the administrative county of Fingal. Fingal is located to the north of Dublin City and is also bordered by South County Dublin, Meath and Kildare, and to the east by the Irish Sea. The county covers an area of c. 448 sq. km. Fingal has a population of 329,218 making it the third most populous local authority area in the country. Fingal's significant economic advantages includes Dublin Airport, fast access to Dublin Port, rail, road, power and telecommunications infrastructure and the availability of serviced and unserviced land for development.

Local Authorities are the closest and most accessible form of Government to citizens. They have responsibility for delivery of a wide range of services in their local area with a focus on making cities, towns and countryside attractive places to live, work and invest. These services generally include housing; planning; infrastructure; environmental protection; and the provision of recreation and amenities and community infrastructure. Local Authorities also play a key role in supporting economic development and enterprise at a local level.

Further information is available at our corporate website www.fingal.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 into the framework.

1.3 Climate Action, Sustainable Procurement and Energy Management

Fingal County Council has signed the Climate Action Charter for Local Authorities, an action of the Government's Climate Action Plan, committing the local authority to actions around climate change. In this regard, Fingal County Council will ensure that policies and practices that lead us towards low carbon pathways, ask suppliers as part of the procurement process to provide information on their carbon footprint and on the sustainability practices and steps they plan to reduce its impact and implement green public procurement strategy and procedures across all business areas.

It should be noted that Fingal County Council is committed to promoting and supporting innovative and environmentally sustainable practices and endeavours to ensure their inclusion in all contracts.

The Contracting Authority has been accredited with ISO 50001 Energy Management. Accordingly, the contracting authority will establish and implement criteria for evaluating energy performance

over the planned or expected operating lifetime, when procuring energy using products, equipment and services which are expected to have a significant impact on its energy performance.

When procuring energy using products, equipment and services that have, or can have, an impact on Significant Energy Users, the contracting authority shall inform suppliers that energy performance is one of the evaluation criteria for procurement.

Where applicable, the contracting authority will define and communicate specifications for ensuring the energy performance of procured equipment and services.

2. Scope of Framework Agreement

2.1 Overview of the Requirement/ Type of Framework

Fingal County Council intends to establish a Single Party Framework Agreement with one economic operator, thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework.

The purpose of the Framework Agreement is for the Supply of Backhoe Excavators together with any associated buckets, attachments and ancillary equipment that may be required by Fingal County Council.

2.2 Scope of Requirements under the Framework

The Framework will be established on foot of an initial contract for the supply of Two (2) New 180 deg. Backhoe Excavators. The Scope of requirements envisaged under the Framework includes but is not limited to the requirements as set out in Section 2.3

2.3 Scope of Requirements for the Initial Contract

The initial contract will be for the supply of two new 180 deg. Backhoe Excavators.

Any Tenderers who in their tender response do not meet the Mandatory Requirements/Specification listed Under Section 2.3.1 below, will be deemed non-compliant and excluded from the competition.

Fingal County Council reserves the right to purchase any or all of the equipment.

2.3.1 Mandatory Requirements/Specification

Mandatory Requirements

Engine	Direct injection Diesel Engine with a minimum power output of 80 kW and a minimum torque of 500 Nm. **Details of engine power and torque to be provided with Tender**. Engine to be fitted with efficient silencer arrangement together with high level discharge exhaust pipe. The engine cooling system shall be protected to -25 degrees C.
Cab	Fully enclosed and vibration isolated cab to include the following: a) Full instrumentation. b) Approved Fire Extinguisher and First Aid box suitably mounted. c) Cab roof to be fitted with LED beacon bar.

	d) Laminated windscreen. e) Heater and demister. f) Airconditioning. g) Hazard warning flashers. h) Body steps allowing safe convenient access. i) Front and rear LED working lights. j) Air suspension seat with head rest k) Bluetooth radio
General Requirements	a) Machine must be compatible with the rock breaker Hammermaster 360. b) Towing attachment to be provided at front of vehicle. c) Power steering. d) Battery isolation switch and easily accessible battery for maintenance purposes. e) Rear light protective guards. f) Automatically engaged reverse alarm and warning lights. g) Reflective marking strips at side and rear. h) Front and rear mudguards i) Rear Light guards j) Clam Ram guards k) Front Bumper and stabiliser street pads l) Large mirrors
Excavator Loader	a) Selectable four-wheel drive. b) 6 speed Power Shift Transmission. c) Limited slip differential d) Lock up torque convertor. e) Hammer lines fitted. f) Extending dipper arm. g) Joystick control for back actor h) Hydraulic operator sliding back actor i) High volume oil pump to power the road planer j) Minimum front bucket loading height 2600 mm. k) 6 in 1 direct mount bucket with pallet forks. l) 600 mm bucket m) Toeplate to protect the bucket floor from wear n) Self levelling front bucket lift. o) Enclosed quiet cab 82 dB (A) SPL. p) 40 or 50 km/hr top speed q) Tyres selected for road use. r) Rubber street pads. s) Red rear chevrons for the stabiliser legs t) Auxiliary hydraulic service with quick release coupling to boom, for vibrating compactor or hammer. u) System to reduce machine pitching & bouncing giving smooth ride in all applications. v) Boom, dipper, loader and bucket ram check valves
Legislation	Each Backhoe Loader should be complete with all standard equipment to comply with **all relevant current** Road Traffic Acts and EC Directives

	with particular reference to EC Machinery Directive (2006/42/EC). The equipment shall have a separate CE mark. It is the obligation of the manufacturer and the local supplier (distributor, agent) to see that the mark is applied and that the requirements are fulfilled.
Training/Demonstration	Handover training with the Operator(s).

Manuals

Tenderers are required to include the following with their tender response

a) 2 no. copies of Operators manuals per vehicle.
b) Manufacturer's Product Literature/Workshop Manual
c) Spare parts list.

Delivery

The Loaders shall be delivered to the **Fingal County Council Mechanical Depot, Watery Lane, Swords, Co. Dublin** in new condition and ready for immediate use. Fingal County Council will only accept delivery of these vehicles if accompanied by all relevant documentation, certification and full training of Council staff.

The delivery shall be prearranged with Fingal County Council to allow handover between the hours of 10:00 am and 4:00 pm Monday to Friday.

Warranty

A formal Warranty procedure shall be provided with the terms clearly defined. This shall include a full Manufacturer's warranty period of not less than 3 years. The Tenderer must clearly outline any exclusions from it.

The warranty shall cover the repair or replacement of all components found to be defective due to faulty materials or workmanship, including all associated labour, parts, freight, travel, and call-out costs.

Any replacement parts supplied under warranty shall be warranted for the remainder of the original warranty period or for a minimum of six (6) months, whichever is longer.

The Main Dealer /Approved repairer network will be required to carry out Warranty work at the discretion of the end user.

Tenderers shall provide details of Warranties being offered.

Supplier After Sales Service

The Backhoe excavator shall be supported by a competent after-sales service and maintenance network capable of providing timely technical support, repairs, servicing, and supply of spare parts.

The supplier shall acknowledge all breakdown reports within 4 working hours and arrange for inspection or commencement of remedial action within 1 working day.

Where the excavator is rendered inoperable and cannot be returned to service within 72 hours of inspection, the supplier shall provide a suitable temporary replacement machine of equivalent size and capability at no additional cost to Fingal County Council for the duration of the repair.

Fingal County Council may also require compatible attachments over the lifetime of the Framework Agreement.

2.4 Details of contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority may consult the member of the framework agreement in accordance with the scope and rules of operation outlined in this Call for Tender.

2.5 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 framework/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/services required. The duties of the contract manager will include the following:

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

NOTE: *The above Contract Management requirements are to be accounted for in the overall cost of your tender submission.*

2.6 Health and Safety

Evidence of compliance with all relevant Safety Health & Welfare at Work legislation will be required as condition of contract award. Tenderers must address all Health & Safety matters to meet the requirements including the provision of a safety statement / method statement where required. Tenderers are not required to submit these documents at this time however they will be subject to Award of Contract.

3. Establishment and Operation of The Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.2 Duration of the Framework Agreement

The framework agreement will be for a period of Four (4) years.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

It is anticipated that the initial contract will operate for a period of One (1) year.

3.3 Estimated Value of the Framework Agreement

The maximum value of the framework over the life of the framework will not exceed €800,000.00 excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

3.4 Pricing

Prices quoted shall remain firm for the first twelve (12) months.

Thereafter quoted prices will only be considered for review in consultation with appointed Fingal County Council personnel, any increases will not exceed inflation as per CPI.

All prices quoted must be inclusive of all charges for packaging, packing, loading, unloading, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, taxes or levies other than VAT.

All prices quoted to be exclusive of VAT.

The lowest cost valid tender will receive the maximum score achievable under the heading Ultimate Cost Score. The methodology for calculating Ultimate Cost Score is outlined in Section 5.2.

3.5 Awarding Contracts under the Framework Agreement

In the case of a single-operator framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

3.6 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

3.7 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

3.8 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with 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.

3.9 Termination of Framework/Contract

The Contracting Authority reserves the right at its sole discretion to terminate any framework/contract 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.

4. Selection Criteria

The Contracting Authority is using the **open** procedure for the award of this framework agreement, 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 tenderer's 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.

In the event that Tender Applicants have previously been involved in providing these services for the Contracting Authority, they should not assume that the Contracting Authority Council is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tenderers to ensure their tender response is complete and includes all relevant information.

4.1 Relying on the Standing of Other Entities

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.

4.2 General, Financial and Legal Requirements

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e., it must not be a document that has been scanned as an image or protected against search. 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
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. **European Single Procurement Document** Under the 2014 Directives, applicants may have compiled an ESPD which will be accepted as evidence of compliance with the corresponding sections of the Tender Response Document (TRD). By completing Part IV (a) of the ESPD titled: Global Indication for all Selection Criteria, applicants will be taken to declare that they meet the standards set for all selection criteria. However, the Contracting Authority requires evidence relating to Technical and Professional Capability. Mere confirmation will not be sufficient under these headings. Supporting documentation should be provided promptly upon request from the Contracting Authority. Progression to tender stage will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority if requested. Failure to provide appropriate evidence within the timeframe specified by the Contracting Authority will result in the Applicant being deemed inadmissible for the next stage of the competition.
Legal Compliance
Complete the Declaration of Bona Fides as per Art 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 as contained in the Tender Response Document. Complete the Declaration regarding their 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. Complete the Declaration on Article 5k regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine as contained in the Tender Response Document.
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.
Turnover	Confirmation that the tenderer / all parties associated with the tenderer have generated a minimum annual turnover of €400,000 for each of the

	three immediately preceding financial years or pro-rata if more recently established. Audited financial statements must be provided upon request for each year 2023, 2024 and 2025, which must include an unqualified audit report on these financial statements.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Product Liability - €6.5 million
In the case of Employer's Liability, Public Liability Insurances and Product Liability, an indemnity to Principals clause must be included. Insurances provided must be authorised for this jurisdiction. The Contractor shall be responsible and take due precautions for the safety and custody of any plant / equipment / materials required for the delivery of the supplies on the Client's premises.	

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

(a) Immediately advise the Contracting Authority of any material change to its insured status;
(b) Produce proof of current premiums paid upon request;
(c) Produce valid certificates of insurance upon request.

4.3 Professional and Technical Ability

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e., it must not be a document that has been scanned as an image or protected against search. 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 Contract Examples
Tenderers must provide two (2) examples of the successful delivery of contracts of a similar scale and nature to those sought under this RFT undertaken within the last three (3) years (immediately preceding the date of publication of this RFT) which demonstrate the level of experience and ability necessary to meet the requirements of the Contracting Authority. Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the Services sought within this RFT. Tenderers are required to provide this information in the format set out in the Tender Response Document attached. **Please note only the first two examples submitted will be evaluated.**

Please note that Client References may be requested.
Health and Safety
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
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
Conformance with Specification
Tenderers must complete the Table in the TRD to confirm that the vehicle complies with the specification. Supporting documentation should be provided where appropriate.

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. Tenderers are required to provide responses in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search.

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with/met and their approach to the proposed delivery of the services. A mere affirmative statement by the Tenderer that it can/will do so, or a reiteration of the tender requirements is **NOT** sufficient in this regard.

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

Ref	Award Criteria	Maximum Score Available	Minimum Qualifying Threshold
1	**Contract Management** Tenderers shall submit a comprehensive proposal outlining how they will manage the Framework Agreement and support Fingal County Council throughout the life of the Framework Agreement. Tenderers should address, at a minimum, the following areas: • The proposed contract management structure including a named Contract Manager, and support team. • Procedures for handling complaints and escalation of issues.	1,000	600
2	**Product Support, Spare Parts and Service Level Agreement** Tenderers must outline their provision for ongoing technical support capability and coverage to include, at a minimum, the following: • A description of support capability and coverage for Fingal County Council including: the provision of repair tools; availability and stockholding of spare parts within Ireland and/or Europe and typical lead times; on-site and off-site maintenance and repair services; location of workshops, authorised repair centres and mobile service engineers; capacity to meet or exceed the minimum response requirements specified in the tender; details of any preventative maintenance, operator support or technical assistance included within the Tendered Price. • Proposed service level agreement, including but not limited to: Response time to written, verbal requests; Lead time to book: off-site maintenance; on-site maintenance; breakdown response procedures and escalation arrangements; response times for: off-site repair; on-site repair; lead time for spare parts; measures to minimise equipment downtime and maximise equipment availability.	2,000	1,200

	Please note the page limit for responses to Award Criterion is **6 x A4 pages.** Any pages beyond this will NOT be considered. Any additional information included as appendices, for example in the form of tables, graphics, or charts is NOT permitted in response to the award criteria. Any such information if submitted will NOT be considered.		
3	**Fuel Consumption at Maximum Load** Tenderers are required to state the fuel consumption (at maximum load) of the loader in the tender response document. Supporting evidence such as manufacturer's fuel consumption figures should be included. The Tender that offers the best Fuel Consumption will receive 100% of the maximum marks available for Fuel Consumption. All other Tenders will be scored using the following formula as per Section 5.2	1,000	N/A
4	***Total Cost*** Tenderers are required to outline their cost proposal by completing the Pricing Schedule in the Tender Response Document. Please refer to Paragraph 2.4 on Pricing. All prices tendered must be inclusive of all charges for packaging, packing, loading, unloading, shipping, carriage, insurance and delivery of the Goods to the Delivery Address **and any duties, taxes or levies other than VAT**. All prices tendered to be exclusive of VAT. **VAT rates where applicable should be indicated separately**	6,000	N/A
	TOTAL	10,000	N/A

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.

NOTE 2: Tenders must achieve a minimum mark of 60% in the qualitative criteria Nos 1 to 5 as set out above

Note 3: Tie-Break Rules: Where there is a tie-break, the economic operator with the highest quality score will be awarded the tender. 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 tender.

5.1 Methodology for Calculating Scoring of Qualitative Criteria

Scoring Range	Description
90 - 100%	Excellent response with very few or no weaknesses and exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Applicant will deliver to an excellent standard.
80% - <90%	A very good response that demonstrates real understanding and fully meets the requirements and significant assurance that the Applicant will deliver to a very high standard.
70% - <80%	A good response that demonstrates appropriate understanding and fully meets the requirements and appropriate assurance that the Applicant will deliver to high standard.
60% - <70%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard.
Below 60%	Less than 60% is unacceptable and considered ineligible from further consideration.

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

5.2 Methodology for Calculating the Cost and Fuel Consumption Score

Tenderers that have not achieved the required minimum qualifying marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the cost score (as per the formula set out below) of the tenderers that have achieved the minimum qualifying marks.

The Tender that offers the lowest tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Cost}}{\text{Tendered Cost under evaluation}} \times \text{Maximum Marks Available}$$

The Tender that offers the best Fuel Consumption will receive 100% of the maximum marks available for Fuel Consumption. All other Tenders will be scored using the following formula:

$$\text{Fuel Consumption Score} = \frac{\text{Best Fuel Consumption}}{\text{Tendered Fuel Consumption under evaluation}} \times \text{Maximum Marks Available}$$

5.3 Clarification / Verification Meetings

Award of contract/Framework Agreement may be subject to attendance at a clarification and 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.

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.

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.

5.4 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.

6. Instructions to Tenderers

6.1 Submission of Tenders

Tenders must be submitted via the electronic post-box facility available on www.etenders.gov.ie only.

The Contracting Authority is using the Tender Post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box 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.

Tenders must be submitted in English.

Tender responses where possible should be uploaded as a single PDF document. Where excess size does not permit the uploading of a single document, tenderers may split their response into two or more documents as follows;

1. Tender Response Document (TRD);
2. Appendices Document;

3. Additional Information Document;

All documents uploaded must be clearly titled and referenced accordingly in the Tender Response Document.

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 post-box, please note that you must click "Submit Response". After submitting, tenderers can still modify and re-send their response up until 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 tenders	Set out on cover 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

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent you from submitting a comprehensive tender. Please submit your query as soon as possible.

The closing date for queries	Set out on cover page
Process for submitting queries	Via Questions and Answers facility on www.etenders.gov.ie only

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.

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.

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 6 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 Call 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 Amendment of Tender Documentation

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.

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 Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

The distribution of the tender documents is for the sole purpose of replying to this RFT only. The distribution does not grant permission or licence to use the documents for any other purpose. They may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority Tenderers or any third parties (including subcontractors) engaged or consulted by the Tenderer are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

6.10 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. The terms ‘registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. 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.

6.11 Anti-Competitive Conduct

Tenderers attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

6.12 Freedom of Information Acts & Access to Information on the Environmental Regulations

All responses to this Call 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, European Communities (Access to Information on the Environment) Regulations 2007 to 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 call for tenders should not be disclosed because of its sensitivity. 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, European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. 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.

6.13 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 Call 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 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.gov.ie 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.

6.14 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract/framework agreement, 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 e-mail 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.

6.15 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 tender form or as between the hard copy and electronic versions of the tender. Where a discrepancy arises between any figures submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

In the case of 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.

6.16 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret which will contain the following information – name of successful tenderer designate, the applicable standstill period; scores of tenderer in question and that of successful tender; features and characteristics of successful tender where they scored higher marks in specific criteria. In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

6.17 Goods Contract

Tenderers should note the terms and conditions of the Goods Contract.

Tenderers are required to confirm their acceptance of the terms and conditions of the Goods Contract. Tenderers may not amend the Goods Contract.

6.18 Return of Signed Contracts

The successful Tenderer must sign and return the Goods Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority by the date specified (or no later than seven (7)

calendar days where no date is specified) from the date notified in writing by the Contracting Authority. A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract.

Where the signed Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified above then the Contracting Authority may proceed to award the Goods Contract to the next highest ranked Tenderer in accordance with above.

6.19 Change in the Composition of a Tender

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.

6.20 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.

6.21 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 service 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.

6.22 Award Notices

Following the formal conclusion of a contract/framework agreement, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.23 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.

6.24 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).

6.25 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".

6.26 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 services delivery and in materials used.

6.27 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 the contract or prior to the handing over of the finished work/product.

7. General Information Relevant to Successful Tenderers

7.1 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

7.2 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: +353-67-63400).

7.3 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Environmental Legislation, 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.

7.4 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.

7.5 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 call 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.

7.6 Change in Law

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.