Ollscoil Teicneolaíochta an Atlantaigh

Atlantic Technological University

Request for Tender

Single-Party Framework Agreement

Title:	Single-Party Framework Agreement for the Supply, Delivery, Installation, & Commissioning of Femtosecond-Laser Devices & Associated Services to ATU
Contracting Authority:	Atlantic Technological University
Procedure:	Open
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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.

Note

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.

The Contracting Authority have 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.

1 About the Contracting Authority

1.1 The Contracting Authority

Atlantic Technological University (hereinafter referred to as the "Contracting Authority") is the authority responsible for this procurement.

Further information is available at our corporate website www.ATU.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 framework agreement / 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, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Scope of the Framework Agreement

2.1 Type of Framework

Atlantic Technological University (ATU) 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.

This competition relates to the establishment of a single-party framework which will comprise of two (2) Lots. It is envisaged that each Lot will be awarded to one Economic Operator. Thereafter that Economic Operator being entitled to be considered for all contracts within the scope of the framework.

The framework will also cover associated services, including installation, training, maintenance and technical support. In addition, it shall provide for the future provision of a broad range of supplementary elements, including but not limited to system upgrades, software enhancements, accessories, ancillary and peripheral equipment, replacement parts, and other related goods or services required to support, enhance, or expand system functionality over its operational lifetime.

Economic Operators can tender for **one** or **both Lots**.

2.2 Scope of Requirements under the Framework.

The Scope of the Framework

This competition relates to the establishment of a single-party framework agreement for the **Supply, Delivery, Installation, and Commissioning of Femtosecond Laser Devices** and Associate Services intended for use in the development of two-photon fluorescence and second harmonic generation microscopy systems.

The framework agreement will comprise of two (2) Lots, as follows:

- **Lot 1:** Femtosecond Laser Device with a nominal central wavelength of 1030 nanometres (nm).
- **Lot 2:** Femtosecond Laser Device with a nominal central wavelength of 780 nanometres (nm).

It is envisaged that one Economic Operator will be appointed to each Lot, with a maximum of two (2) Economic Operators appointed to the framework overall. Economic Operators can tender for one or both Lots and one Economic Operator can be awarded both Lots.

An Economic Operator appointed to a Lot will be eligible to be considered for the award of contracts (call-off contracts) relating to that Lot, in accordance with the terms and conditions of the framework agreement and the call-off award procedures set out in this Request for Tender.

The requirement under each Lot shall include, as applicable, the supply and delivery of the relevant laser device, installation, commissioning, integration requirements and associated technical and support services, as further detailed in the Specification of Requirements.

The detailed technical and functional requirements applicable to each Lot, together with the requirements relating to delivery, installation, commissioning, training, warranty, maintenance and ongoing support, are set out in the subsequent sections of this Request for Tender.

The Initial Contract

The initial contract will be for the supply, delivery, installation, commissioning, training, warranty and associated software for each of the requirements in the following Lots:

- **Lot 1:** Femtosecond Laser Device with a nominal central wavelength of 1030 nanometres (nm).
- **Lot 2:** Femtosecond Laser Device with a nominal central wavelength of 780 nanometres (nm).

At a high level, the scope of the initial contract is expected to include:

- Supply and delivery of the devices and all required core components
- Installation, commissioning, and system validation
- Provision of user training and technical documentation
- Provision of initial warranty, maintenance, servicing and technical support.

Additional / Call-Off Contracts under the Framework

The scope of this Framework Agreement includes, but not limited to, the supply, delivery, technical and client support, software, upgrades, maintenance, warranties, add-on equipment and all necessary ancillary accessories.

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the members of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

2.3 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 Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	TBC
Award decision	December 2026 – January 2027
Framework Agreement Commencement	January 2027

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.

2.4 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement for each Lot with the tenderer selected following the tender stage and the application of the award criteria and subject to that tenderer meeting the minimum criteria and rules. Please note a single operator can be awarded both Lots.

2.5 Duration of the Framework Agreement

The framework agreement will be for a maximum period of two (2) 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.

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €210,000 excluding VAT.

- **Lot 1** Indicative Value is €100,000 excluding VAT over the full duration of the framework agreement.
- **Lot 2** Indicative Value is €110,000 excluding VAT over the full duration of the framework agreement.

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

The prices submitted by the tenderer and included in the **Pricing Schedule** at **Appendix 3** will be the maximum price chargeable by the framework member. Prices may be increased or decreased only on the first anniversary of the Effective Date of the Framework Agreement and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Consumer Price Index (CPI) has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary.

2.7 Awarding Contracts under the Framework Agreement

Single-party 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.

2.8 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(s). Admission to a framework does not guarantee the award of any contract to any Economic Operator, nor does it give the member(s) the right to be consulted in respect of, or tender for, any contract.

2.9 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework 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.

2.10 Award to Runner Up

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer from this competitive process; the Contracting Authority reserves the right to award the initial contract to the tenderer with the next highest score based on the original competition, at any time during the tender validity period.

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

3 Specification of Requirements

3.1 Scope of Requirement for the Initial Contract or Scope of Requirements under the Framework Agreement

The framework agreement will be established on foot of this tender competition for an initial contract awarded under two Lots. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

The framework agreement will comprise of two (2) Lots, as follows:

- **Lot 1:** Femtosecond Laser Device with a nominal central wavelength of 1030 nanometres (nm).
- **Lot 2:** Femtosecond Laser Device with a nominal central wavelength of 780 nanometres (nm).

Economic Operators can tender for one or both Lots. The maximum number of Economic Operators appointed the the framework is two, however, a single economic operator can be successfully awarded both Lots.

3.1.1 Lot 1 Femtosecond Laser Device - Nominal Central Wavelength 1030 nanometres

A. General Output Characteristics

- The tenderer must provide a laser device with a central wavelength of 1030 nanometres.
- The tenderer must provide a laser device with a second harmonic generation module (i.e. also provide a 515 nanometre beam)
- The tenderer must provide a system that is readily switchable between the fundamental and second harmonic outputs. Both outputs do not have to be available simultaneously. Both outputs may come from separate emission ports.
- The tenderer must provide a fibre-based laser system. The laser output may be delivered via free-space propagation.
- The tenderer must provide a laser system with an output power between 2 and 10 Watts at the fundamental wavelength, and an average output power between 1 and 5 Watts for the second harmonic.
- The tenderer must provide a laser device with the shortest pulse duration of no more than 300 fs (both fundamental and second harmonic wavelengths). The detection process of the shortest pulse duration must assume a sec^2 pulse profile.
- The tenderer must provide a laser device with a pulse energy between 4 and 20 microjoules at the fundamental wavelength, and a pulse energy between 2 and 10 microjoules at the

second harmonic wavelength. The detection process for the pulse energy must be at a 500kHz repetition rate.

- The tenderer must provide a laser device capable of operating between single shot and 20 MHz repetition rate.
- The tenderer must provide a laser device with group delay dispersion control.

B. Beam Quality and Stability

- The tenderer must provide a laser device with M^2 less than 1.2
- The tenderer should provide a laser device with a beam diameter of <2mm for both fundamental and second harmonic wavelengths.
- The tenderer should provide a laser device with a beam divergence of less than 1.5 mrad for both fundamental and second harmonic wavelengths.
- The tenderer must provide a laser device with good pointing stability, less than 50 µrad. The detection process must be under the condition of continuous operation for at least 8 hours.
- The tenderer must provide a laser device with long-term power stability, measured for at least 8 hours with a pulse-to-pulse energy stability RMS better than 1% for both fundamental and second harmonic wavelengths.

C. Physical and Power Requirements

- The tenderer must provide a laser device that uses passive cooling of the laser head.
- The tenderer must provide a laser device, with a small laser head. The maximum dimension in any direction must be less than or equal to 700mm. Smaller laser heads are highly desirable. Flexible installation orientations would be preferred.
- The tenderer should provide a laser device with a power supply requiring 230VAC, 50Hz.

D. Control and Software

- The tenderer must provide a laser device equipped with an external pulse trigger inputs and outputs. Such connections must accept 5V TTL.
- The tenderer must provide a laser device equipped with interlock functionalities.
- The tenderer must provide a laser with gate and trigger capabilities.

- The tenderer must provide a Graphical User Interface software for the purpose of controlling the laser. This must control start up sequence, monitor current output and control all variable settings. It must also be user friendly and intuitive.
- The tenderer must provide a Software Development Kit for custom programming for automation of experiments.
- The tenderer must provide all necessary drivers and additional software to interface with the laser.
- The tenderer should provide advance notice of any updates to control software or drivers.
- The Tenderer must indicate hardware and system specifications of the control computer to be used for connecting the laser. In particular, elements such as connectivity interfaces (e.g., PCIe), RAM, storage requirements and OS have to be specified where deemed necessary. Furthermore, hardware and software elements that can conflict with the system or system libraries must be indicated to the best of the vendors' knowledge. Control computer can be provided by ATU.

E. Compliance

- The system must be CE marked and supplied with an EU Declaration of Conformity covering all applicable EU legislation. Low Voltage Directive, EMC Directive, and where applicable the Machinery Directive/Regulation.
- The system must be compliant with EN 60825-1 / IEC 60825-1.
- All goods supplied in accordance with the Contract MUST be of good construction, sound material, of adequate strength and free of defects in design materials and workmanship will be designed and manufactured to be safe and without risk to health when properly used.

F. Future Capabilities and Upgrades

- The tenderer should provide a modular laser device with options for upgraded capabilities, including the addition of a third harmonic generation module.
- The tenderer should provide details of the characteristics of the third harmonic beam, including power, pulse energy, beam size and quality, etc.

G. Warranty and Service

- The tenderer must provide a warranty for at least 12 months or equivalent runtime. A warranty of at least 24 months (or equivalent runtime) is highly desirable.
- The supplier should state the details of any optional extended warranty options.
- The tenderer must specify whether any components are excluded from the standard warranty. Please note should installation, commissioning, service visits or availability of spare parts be affected during a global crisis it is expected that the warranty period will be extended to facilitate the service downtime endured by the Contracting Authority.

H. Delivery and Installation

- The Tenderer must provide a detailed description of the installation and commissioning procedures, as well as the time required to complete these processes. The Tenderer must also clearly specify the site requirements, such as vibration stability, air temperature and humidity limits in the operational environment.
- The successful tenderer must carry out installation and commissioning of the device in the designated area.
- All system manuals for operators, training manuals, service and maintenance manuals, drawings, CAD files, and any other relevant documentation must be provided in the English language and delivered alongside the instrument.
- Please describe the content and duration of any available training courses for hardware, software and applications included with the supply of the system. The Tenderer must provide operator training (remotely or on site) and familiarization for at least 3 people to include use of instrument, maintenance and troubleshooting.
- The tenderer must reverify and confirm compliance with the claimed specifications during the onsite installation and commissioning phase.

I. Sustainability and Environmental Responsibility

- The tenderer must demonstrate consideration of environmental impacts associated with the manufacture, delivery, installation, and operation of the system.
- The system should be designed to minimise environmental impact where possible, including efficient use of energy and materials.

- The tenderer must ensure that materials, components, and processes used in the supply of the system comply with applicable environmental regulations.

J. Packaging and Waste Management

- The tenderer must be responsible for the proper handling and disposal of all packaging materials associated with the delivery and installation of the system.
- Packaging must be minimised where possible and should be recyclable or reusable.
- The tenderer must remove all packaging and associated waste from site following delivery and installation unless otherwise agreed.

3.1.2 Lot 2: Femtosecond Laser Device - Nominal Central Wavelength 780 nanometres

A. General Output Charactertics

- The tenderer must provide a laser device with a central wavelength of 780 nanometres.
- The tenderer must provide a laser device with a second harmonic generation module (i.e. also provide a 390 nanometre beam)
- The tenderer must provide a system that is readily switchable between the fundamental and second harmonic outputs. Both outputs do not have to be available simultaneously. Both outputs may come from separate emission ports.
- The tenderer must provide a fibre-based laser system. The laser output may be delivered via free-space propagation.
- The tenderer must provide a laser system with an output power between 0.5 and 2 Watts at the fundamental wavelength, and an average output power between 0.1 and 1 Watts for the second harmonic.
- The tenderer must provide a laser device with the shortest pulse duration of no more than 200 fs (both fundamental and second harmonic wavelengths).
- The tenderer must provide a laser device with a repetition rate between 50 and 100 MHz.
- The tenderer must provide a laser device with group delay dispersion control, with a range down to at least -25,000 fs^2

B. Beam Quality and Stability

- The tenderer must provide a laser device with M^2 less than 1.2 for both fundamental and second harmonic wavelengths
- The tenderer should provide a laser device with good pointing stability, less than 50 µrad
- The tenderer should provide a laser device with an output diameter of both fundamental and second harmonic beams of less than 1.5 mm. The measurement process must assume a $1/e^2$ limit.
- The tenderer should provide a laser device with a beam divergence of less than 1.5 mrad half angle for both fundamental and second harmonic wavelengths.

C. Power and Physical Requirements

- The tenderer must provide a laser device that uses passive cooling of the laser head.
- The tenderer should provide a laser device with a small laser head. The maximum dimension in any direction of the laser head (plus external second harmonic generation module if applicable) must be less than or equal to 700mm. Smaller laser heads are highly desirable. Flexible installation orientations would be preferred.
- The tenderer should provide a laser device with a power supply requiring 230VAC, 50Hz.
- The tenderer should provide a laser device capable of operating in an environment temperature of 19 to 25 °C

D. Control and Software

- The tenderer must provide a laser device equipped with an external pulse trigger inputs and outputs. Such connections must accept 5V TTL.
- The tenderer must provide a laser device equipped with interlock functionalities.
- The tenderer must provide a Graphical User Interface software for the purpose of controlling the laser. This must control start up sequence, monitor current output and control all variable settings. It must also be user friendly and intuitive.
- The tenderer must provide a Software Development Kit for custom programming for automation of experiments.
- The tenderer must provide all necessary drivers and additional software to interface with the laser.
- Advance notice required of any updates to control software or drivers.
- The tenderer must indicate hardware and system specifications of the control computer to be used for connecting the laser. In particular, elements such as connectivity interfaces (e.g.,

PCIe), RAM, storage requirements and OS have to be specified where deemed necessary. Furthermore, hardware and software elements that can conflict with the system or system libraries must be indicated to the best of the vendors' knowledge. Control computer can be provided by ATU.

E. Compliance

- The system must be CE marked and supplied with an EU Declaration of Conformity covering all applicable EU legislation. Low Voltage Directive, EMC Directive, and where applicable the Machinery Directive/Regulation.
- The system must be compliant with EN 60825-1 / IEC 60825-1.
- All goods supplied in accordance with the Contract MUST be of good construction, sound material, of adequate strength and free of defects in design materials and workmanship will be designed and manufactured to be safe and without risk to health when properly used.

F. Future Capabilities and Upgrades

- The tenderer should provide a modular laser device with options for upgraded capabilities.

G. Warranty and Service

- The tenderer must provide a warranty for at least 12 months or equivalent runtime. A warranty of at least 24 months (or equivalent runtime) is highly desirable.
- The supplier should state the details of any optional extended warranty options.
- The tendered must specify whether any components are excluded from the standard warranty. Please note should installation, commissioning, service visits or availability of spare parts be affected during a global crisis it is expected that the warranty period will be extended to facilitate the service downtime endured by the Contracting Authority.

H. Delivery and Installation

- Delivery must include all Shipping Charges, insurance, customs duties and all aspects as outlined in DDP (Delivery Duty Paid) incoterms.
- The instrument should have lead time from placing of order to delivery of no longer than **26 weeks.** Give details of the timeline for the lead time to delivery, installation, commissioning

and training from the issuing of the Purchase Order. Shorter lead times are highly desirable. Loan of demo system to fill lead time (partially or fully) highly desirable.

- The Tenderer must provide details of actions & contingency plans that have been taken to ensure the future timely supply and delivery of goods and services, including ongoing supply of replacement/spare parts and consumables.
- The Tenderer must provide a detailed description of the installation and commissioning procedures, as well as the time required to complete these processes. The Tenderer must also clearly specify the site requirements, such as vibration stability, air temperature and humidity limits in the operational environment.
- The successful tenderer must carry out installation and commissioning of the device in the designated area.
- All system manuals for operators, training manuals, service and maintenance manuals, drawings, CAD files, and any other relevant documentation must be provided in the English language and delivered alongside the instrument.
- Please describe the content and duration of any available training courses for hardware, software and applications included with the supply of the system. The Tenderer must provide operator training (remotely or on site) and familiarization for at least 3 people to include use of instrument, maintenance and troubleshooting.
- The tenderer must reverify and confirm compliance with the claimed specifications during the onsite installation and commissioning phase.

I. Sustainability and Environmental Responsibility

- The tenderer must demonstrate consideration of environmental impacts associated with the manufacture, delivery, installation, and operation of the system.
- The system should be designed to minimise environmental impact where possible, including efficient use of energy and materials.
- The tenderer must ensure that materials, components, and processes used in the supply of the system comply with applicable environmental regulations.

J. Packaging and Waste Management

- The tenderer must be responsible for the proper handling and disposal of all packaging materials associated with the delivery and installation of the system.

- Packaging must be minimised where possible and should be recyclable or reusable.
- The tenderer must remove all packaging and associated waste from site following delivery and installation unless otherwise agreed.

3.2 Details of Contracts arising over the life of the Framework Agreement

In addition to the initial contract, the framework agreement will also be used for the following types of contracts.

- Maintenance and support
- Extended warranties
- Compatible add-on equipment
- Upgrades

3.3 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. 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

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.

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 framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.2 General Declarations and Financial 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 the 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.

Financial and Economic Standing

Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	(a) Confirmation that the tendering party turnover exceeded €200,000 during one 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:

Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million

Declaration

Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and 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 the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

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 the tender being considered inadmissible.

4.3 Technical Capacity Requirements

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	**Minimum Number**
Account Manager	1
Engineering Support	1
Trainer – (onsite or online)	1
Previous Experience	
Tenderers must provide information clearly demonstrating successful delivery of two (2) previous comparable experience/projects, 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	
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.	
Environmental Management System	
Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the TRD.	
Declaration of Bona Fides	
Tenderers must complete, sign and date this Declaration. Non-compliant applicants under any of the headings will be automatically disqualified.	

5 Award Criteria

Only tenders which are 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 framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini-tenders under the framework agreement.

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks 60%**
	35%	3,500	2,100
Title	**The Quality, Technical Merit, and Suitability of the Proposed Solution.**		
Description	This criterion refers to the totality of the general technical/functionality, features and characteristics and the durability of the proposed solution. Tenderers must provide comprehensive detail on the solution being proposed. Tenderers should carefully read the Requirements and Specification at **Section 2** of the RFT and ensure that their proposed solution meets the requirements as laid out and meets the madatory requirements as laid out in **Appendix 1** and **Appendix 2**. Tenderers response to this criterion must include: • Full specification for the proposed solution, including details of how the proposed laser device/s addresses the requirements set out in **Appendix 1** and **Appendix 2** and **Section 2** of the RFT. • The response must demonstrate the functionality and general output characteristics of the laser device, including but not limited to, beam quality, pointing and long-term power stability. • Tenderers should clearly indicate any areas in which the proposed devices/s EXCEEDS the minimum technical and functional requirements. • Images or diagrams of the proposed device/s. • Details of care and maintenance, including routine and specialist servicing. • Model information, including when the device/s was introduced and any expected upgrade or replacement timeline. • Details of the safety features. • Ancillary equipment, accessories, and available options. • Tenderers must confirm the proposed laser device/s is CE marked, where applicable, and fully complies with all relevant EU directives, regulations, and harmonised starts. Tenderers may include any other technical information relevant to the proposed laser device/s.		

<table>
<tr><td></td><td colspan="3">This criterion will be evaluated as a whole.
Responses must be limited to ten (10) A4 pages. Tenderers must use the Tender Response Document provided to respond to this criterion.

Tenderers must also complete and submit Appendix 1 and/or Appendix 1.2 (Conformity with Technical & Functional Specification). Appendix 1 and Appendix 2 will be assessed separately on a Pass/Fail basis and does not form part of the scored evaluation under Criterion A.</td></tr>
<tr><td rowspan="2">Criterion B</td><td>Weighting</td><td>Maximum Marks</td><td>Minimum Marks 60%</td></tr>
<tr><td>30%</td><td>3,000</td><td>1,800</td></tr>
<tr><td>Title</td><td colspan="3">Proposed Methodology, Programme for Delivery, Installation & Staff Training</td></tr>
<tr><td>Description</td><td colspan="3">This criterion assesses the proposed methodology and programme for delivery, installation, commissioning, and staff training associated with the proposed solution.

Tenderers must carefully review the requirements and specification set out in Appendix 1 and/or Appendix 2 and Section 2 of the RFT and ensure that their approach aligns with these requirements.

The response to this criterion MUST include:

• The delivery lead time, from placement of order through to installation and commissioning on site
• An outline of the proposed project team and resources, demonstrating the Tenderer’s capacity to deliver the project within the required timeframe.
• A description of the supply, delivery, installation, and commissioning methodology, including arrangements for project management, progress reporting, and the management of risks and contingencies.
• Details of installation and commissioning processes, including any site requirements and responsibilities
• Details of calibration and validation processes, including any associated documentation and certification to be provided
• Confirmation of how acceptance, validation, and handover will be achieved in accordance with the Contracting Authority’s requirements.
• Details of the training to be provided to ATU staff, including on-line or onsite training arrangements and access to training materials and documentation.

Tenderers should ensure that the information provided is clear, structured, and specific to the proposed solution, and demonstrates a practical and achievable approach to delivery and implementation.

Responses must be limited to six (6) A4 pages.</td></tr>
</table>

<table>
<tr><td></td><td colspan="3">This criterion will be evaluated as a whole. Tenderers MUST use the Tender Response Document to respond to this criterion.</td></tr>
<tr><td rowspan="2">Criterion C</td><td>Weighting</td><td>Maximum Marks</td><td>Minimum Marks 60%</td></tr>
<tr><td>15%</td><td>1,500</td><td>900</td></tr>
<tr><td>Title</td><td colspan="3">Support, After Sales Service and Warranty</td></tr>
<tr><td>Description</td><td colspan="3">Tenderers MUST provide clear and detailed information on the support and service arrangements available throughout the operational lifecycle of the system.

The response MUST include:

• Customer support arrangements, including helpdesk access, hours and days of availability in Irish time (GMT/GMT+1), response times, and contact methods. Arrangements for support outside standard Irish working hours SHOULD also be clearly outlined.
• Procedures for repair, maintenance, and breakdown support, including fault reporting processes, response times, resolution times, and availability of spare parts.
• Details of preventative and corrective maintenance, including service schedules and any service level agreements (SLAs) where applicable.
• Details of training provision, including initial training, user training, and any ongoing or advanced training options available.
• Full details of the warranty, including duration, scope of coverage, exclusions, and any applicable conditions.
• Information on after-sales service arrangements, including technical support, remote diagnostics (where available), and escalation procedures.

Responses must be limited to six (6) A4 pages.

This criterion will be evaluated as a whole. Tenderers MUST use the Tender Response Document to respond to this criterion.</td></tr>
<tr><td rowspan="2">Criterion D</td><td>Weighting</td><td>Maximum Marks</td><td>Minimum Marks 60%</td></tr>
<tr><td>5%</td><td>500</td><td>300</td></tr>
<tr><td>Title</td><td colspan="3">Sustainability and Value Add Services</td></tr>
<tr><td>Description</td><td colspan="3">This criterion assesses the extent to which sustainability, innovation, and added value are incorporated into the delivery of the contract and framework agreement over its lifetime.

Tenderers must provide details on:

• How sustainable practices will be applied specifically to the delivery, installation, operation, and support of the proposed solution.</td></tr>
</table>

	• Any innovative approaches that will enhance the delivery or performance of the contract and or framework agreement. Any value-added services offered, including: • The nature of the service • The benefit to ATU • Responses should focus on practical, measurable actions relevant to the contract, rather than general organisational policies. Responses must be limited to **two (2) A4 pages**. This criterion will be **evaluated as a whole**. Tenderers MUST use the Tender Response Document Provided to Respond to this criterion.

Criterion E	**Weighting**	**Maximum Marks**	**Minimum Marks**
	15%	1,500	N/A
Title	**Ultimate Cost**		
Description	Please complete the **pricing schedule** in **Appendix 3** in full and insert the total in the Form of Tender in the Tender Response Document.		

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the framework 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

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 scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional 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 – fully supported.

70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
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. **Please note that failure to reach the minimum threshold on any criterion will result in elimination and no further evaluation of the tender submission.**

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

Award of contract/membership of the framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this framework 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 considering 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 based on 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 establishment of the framework and award of any contract.

6 Instructions for Tenderers

6.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.2 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders and tender responses 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, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com
Phone: +353-818001459

Accessing documents

It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

(a) Log-in to the system;
(b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace

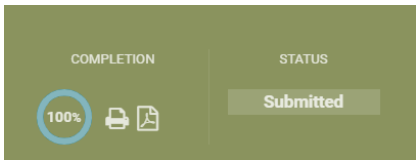
(d) In the Show CfT Menu for the competition click on the "Expression of Interest" in the drop down menu

(e) Complete the "Association with the CfT" tab.

(f) This will then provide you with a link to "Tender" under the Show CfT Menu

Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say OFFLINE, this is a technical feature of etenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

PLEASE UPLOAD YOUR RESPONSE AS A ZIP FILE TO PROTECT THE INTEGRITY OF FILE NAMES.

6.3 Queries

The closing date for submitting queries is 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.

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 the Tender Deadline

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 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 Tenders / Amending Tender Documents

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.

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 tender form or as between the hard copy 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.

6.12 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

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 service provider.

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

Potential outcomes can be:

- Establishment of Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer 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').

6.18 Award Notices

Following the award of contract, an award notice will be dispatched 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.

6.19 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 and throughout the delivery of all contracts. ATU would request that any delivery and haulage of goods to its campuses is undertaken by zero emissions vehicles where possible.

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 successful tenderer'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.

6.24 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 euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

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 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.