Comhairle Contae Thiobraid Árann
Tipperary County Council

OPEN PROCEDURE

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Scope of Framework	
Establishment of a Single-Party Framework Agreement for the Provision of Consultancy Services for a District Heating Feasibility Study for Tipperary County Council **Initial Contract: Develop a feasibility study on the potential for District Heating in Nenagh Town and Clonmel Town.**	
Procedure	Open Procedure
eTenders ref (CfT Resource ID):	9526118
Issue Date	As per etenders
Closing Date for Queries	As per etenders
Closing Date for Tender Submissions	As per etenders
Contact for Queries	eTenders only
Format for submission of tenders	As per etenders
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.	
Please note that the Contracting Authority has supplied a Tender Response Document (and where relevant a separate pricing document) which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.	

CONTENTS

1 ABOUT THE CONTRACTING AUTHORITY 4
1.1 The Contracting Authority 4
1.2 Disclaimer 4
1.3 Use of eTenders 4
1.4 Use of a Tender Response Document 4
1.5 Small and Medium Enterprise Participation 5
2 ABOUT THE FRAMEWORK AGREEMENT 6
2.1 Type of Framework 6
2.2 Requirements under the Framework Agreement 6
2.3 Numbers admitted to the Framework 13
2.4 Duration of the Framework Agreement 13
2.5 Estimated Value for the Framework Agreement 13
2.6 Awarding Contracts under the Framework Agreement 13
2.7 Right to tender outside of the Framework 14
2.8 Compliance with the Terms and Conditions of the Framework Agreement 14
2.9 Contract Terms and Conditions 14
2.10 Award to Runner Up 14
2.11 Contract Management 14
3 SELECTION CRITERIA 15
3.1 Relying on the Standing of Other Entities 15
3.2 General, Legal and Financial Requirements 16
4 AWARD CRITERIA 18
4.1 Methodology for Calculating the Cost Score 21
4.2 Methodology for Calculating Scoring of Qualitative Criteria 22
4.3 Post Tender Clarification 22
4.4 Verification 22
4.5 Clarification of Abnormally Low Tenders 23
4.6 Right to Confirm Suitability 23
5 INSTRUCTIONS FOR TENDERERS 24
5.1 Submission of Tenders 24
5.2 Closing date for Tenders 25
5.3 Queries 25
5.4 Extension of Tender Period 25
5.5 Tender Validity Period 25
5.6 Discrepancies between Documents 25
5.7 Formatting of Tenders / Amending Tender Documents 25

5.8 Collusive Tendering 26
5.9 Confidentiality 26
5.10 Clarification of Tenders 26
5.11 Correction of errors 26
5.12 Change in the composition of a Tenderer 26
5.13 Interference and Inducement to Purchase 27
5.14 Conflict of Interest 27
5.15 Publicity 27
5.16 Right Not to Award 27
5.17 Notification of Tender Evaluations 27
5.18 Award Notices 28
5.19 Policy on Personal Debriefings 28
5.20 Copyright 28
5.21 Brand Names, etc. 28
5.22 Environmental Aspects 28
5.23 Knowledge and Skills Transfer 28
5.24 Currency and Payments 28
5.25 Irish Legislation and Law 28
5.26 Anti-Competitive Conduct 29
5.27 Accessibility / Dignity at Work 29
5.28 Withholding Tax 29
5.29 Freedom of Information 29
5.30 Late Payment 29
5.31 Data Protection 29
5.32 Changes in Legislation 30
5.33 International Procurement Instrument-IPI 30
5.34 Responsibility of Successful Party 30

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Tipperary County Council (TCC) herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website https://www.tipperarycoco.ie

1.2 Disclaimer

This Request for Tenders (RFT) 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 Contracting Authority 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.

1.3 Use of eTenders

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. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

1.4 Use of a Tender Response Document

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Draft Framework Agreement Terms and Conditions
- Draft Services Contract
- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.

It is recommended to upload your response as a **Zip file** in order to protect the integrity of file names.

1.5 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. A grouping will not be required to assume a specific legal form in order to participate in the competition. Following award, the Contracting Authority may require a particular legal form or formal arrangement where this is necessary for the satisfactory performance of the Framework Agreement and/or Contract.

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

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and/or to deliver 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 ABOUT THE FRAMEWORK AGREEMENT

2.1 Type of Framework

The Contracting Authority invites tenders 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 with one economic operator.

2.2 Requirements under the Framework Agreement

2.2.1 The Scope of the Initial Contract

Tipperary County Council wishes to explore the potential for the use of district heating in the towns of Nenagh and Clonmel. Ireland's 2021 Climate Action and Low Carbon Development (Amendment) Act commits Ireland to reducing greenhouse gas emissions by 51% by 2030. Nationally, the Climate Action Plan aims to deliver 2.7 Terawatt hours (TWh) of district heating by the year 2030, representing around 10% of heat demand in the country. The proposed Heat (Networks and Miscellaneous Provisions) Bill, expected to be published and introduced in Q1 2027 will establish a centrally planned approach to support the development of district heating in Ireland.

Under Strategic Goal No. 3 of TCC's Climate Action Plan, there is a goal to increase "the use of renewable energy sources and energy efficiency throughout housing, offices, infrastructure and transport fleet in line with national 2030 and 2050 targets". Action 46 within this Strategic Goal specifically references district heating feasibility studies as an option to meet these long-term targets. The extract from the Climate Action Plan is illustrated below.

"Carry out a feasibility study to identify a suitable Local Authority-Led District Heating programme." (Source: TCC Climate Action Plan, 2024)

Refer to SEAI District Heating – Tipperary – Prefeasibility document for more detail on the potential for district heating in Nenagh and Clonmel.

Client

The Client for this Independent District Heating Feasibility Study is Tipperary County Council. Within Tipperary County Council, an internal steering group has been established to guide the development of the associated scope of works and to support the successful consultant/consortium. This steering group is outlined in the table below:

Tipperary County Council District Heating Steering Group & Roles		
Director of Service	Eamon Lonergan	Chairperson
Senior Executive Officer	Sharon Scully	E&CA and Deputy Chairperson
Regional Energy Manager	Siona Daly	Member
Senior Executive Engineer	Gillian Flynn	Clonmel Borough Engineer
Senior Executive Engineer	Barry Murphy	Nenagh Municipal District Engineer

Executive Engineer	Andrew Carroll	Property & Facilities
Planner	Olive O'Donnell	Nenagh Planner
Planner	Paul Killeen	Clonmel Planner
Senior Executive Engineer	Paul Keane	Housing
Senior Executive Officer	Ger Walsh	Corporate Services

Supporting Documentation

- SEAI District Heating Feasibility Study How to Guide (SEAI, 2024)
- SEAI District Heating Feasibility Study Template (SEAI, 2024)
- Tipperary County Council Pre-Feasibility Position Paper (Tipperary, 2026)

The Initial Contract is intended to cover District Heating Feasibility Studies for both Nenagh and Clonmel. The available budget for the Initial Contract is €100,000 excluding VAT.

Tenderers must provide separate standalone fixed prices for Nenagh and Clonmel and a combined fixed price for both towns. Each standalone price must include all costs necessary to deliver the complete specified study for that town.

Clonmel is the priority town for the Initial Contract. Where the combined price submitted by the highest-ranked Tenderer for Nenagh and Clonmel exceeds €100,000 excluding VAT, the Contracting Authority reserves the right to award the Initial Contract for Clonmel only, provided its standalone price does not exceed €100,000 excluding VAT. In that event, all town-specific requirements and deliverables will apply to Clonmel, and Nenagh will be omitted from the Initial Contract.

The omitted town may be commissioned subsequently under a separate framework contract, subject to available funding and the framework terms. There is no guarantee that this subsequent contract will be awarded.

The Contracting Authority reserves the right not to award the Initial Contract where the applicable price exceeds the available budget.

Works Required

The works that are required by Tipperary County Council aligns with the six priority areas outlined in the supporting document "Pre-Feasibility Position Paper". This work is divided into 6No. Work Packages as follows:

District Heating Feasibility Study – Work Packages	
Work Package 1	Pre-Screening of Different Areas within Nenagh & Clonmel
Work Package 2	Stakeholder Engagement and Data Acquisition
Work Package 3	Heat Demand Profile

Work Package 4	Heat Source Profile
Work Package 5	Accurate Costing
Work Package 6	Non-Technical Elements

Note: This is not a desktop feasibility study. This study will involve stakeholder engagement and physical site surveys of plantrooms, locations of plantrooms and understanding of physical constraints associated with a proposed future District Heating network.

The detailed tasks of each Work Package are outlined below:

Work Package 1 – Pre-Screening of Different Areas of Nenagh and Clonmel

1. Engage with key members of the District Heating Steering Group and other Council Departments, including but not limited to Heritage Officer and Planning Professionals to understand where new district heating networks would be best developed considering limitations such as measured width and alignment of roads, areas of major growth and regeneration, areas that have had recent road upgrade investment, areas of conservation, archaeological or environmental significance etc.
2. Review the boundary of Nenagh and Clonmel in the context of District Heating viability, using Irish District Energy Association (IrDEA) Heat Atlas, SEAI District Heat Map, and the Euro Heat and Power waste heat map but also considering the heritage and archaeological preservation restrictions in the zone.
3. Propose a set of criteria and scoring mechanism, based on best practice and referenced supporting material to establish a methodology tool for ranking various proposed areas against each other. Criteria to include but not limited to heat density, district heating potential (high level), physical road restrictions, conservation restrictions, archaeological restrictions, environmental restrictions etc.
4. Using this tool, qualitatively and quantitatively evaluate and provide recommendation for one area in both Nenagh and Clonmel to focus the remaining scope of work associated with the District Heating Feasibility Study, i.e. this screening exercise may identify a “black spot” where district heating construction will never be possible, with all other surrounding areas viable.
5. Present the findings of Work Package 1 to the wider District Heating Steering Group who will review, discuss and approve the next stage of the project.

Work Package 2 – Stakeholder Engagement and Data Acquisition

1. The consultant/consortium will develop a Stakeholder Engagement Strategy. This strategy will be a key enabler of a successful district heating feasibility study and considerable time will need to be allocated to this task of stakeholder engagement as Tipperary County Council are keen to acquire “real” heat data as a basis of this study.
2. In this Stakeholder Engagement Strategy, the consultant/consortium will identify key stakeholders on the “heat demand” side of a future network. These will include anchor clients who will have significant heat demand and other clients that may have medium to low heat demand.
3. The Stakeholder Engagement Strategy will be presented to the District Heating Steering Group who may be able to provide contact details for some of the stakeholders identified to support the Consultant/Consortium in engaging with the right people in these organisations identified.
4. The Stakeholder target for the Consultant/Consortium will be that on average, in each town, Clonmel & Nenagh, at least 15No. buildings with an annual demand of at least 4GWh/year of heat demand will participate in the feasibility study. “Letters of Support” for this District Heating Feasibility Study and a commitment to supply the required data at data acquisition stage will be provided.

5. Data acquisition from Stakeholders in the form of real data, i.e. 12 months of utility bills, GPRO data, BMS data logging of heat and or heat metering data (if available) for each site with data from multiple plant rooms on large anchor sites if campus based.
6. Data acquisition from Stakeholders in the form of existing boiler/heating system, size (kW), age, efficiency, heating schedule etc. to create a heat load profile (kW) as well as the heat demand profile (kWh).
7. Note, if a residential housing estate is identified as a potential stakeholder, the stakeholder will be the Residents Association or Local Authority (if social housing). Bill data collection is not necessary from individual houses – an estimate based on house size, age of construction etc. can be employed as an alternative.

Work Package 3 – Heat Demand Profile

1. It is acknowledged by the District Heating Steering Group that much of the data acquisition will result in either monthly data or daily data (from GPRO) at best in the form of utility consumption data kWh. Hence, the importance of collecting information at each stakeholder site (plant room) to estimate the heat load.
2. Create a model of heat load for each stakeholder site, using weather data (Met Eireann or other) ideally hourly of each stakeholder which will aggregate to output into an overall picture of heat load profile (hourly) and will be calibrated against the bill data from a sanity check perspective.
3. Other information that can be learned from plant room assessments at each site is the hot water operating temperature requirement, the size of new heat exchangers, the precise location of plant room for access etc. This plant room assessment should be in-person site visits – allowing 1-2 hours per plant room per building per town.
4. A high-level heat demand network with an estimation for pipework length and sizing and distribution layout will start to become evident as well as a location for a potential Energy Centre.

Work Package 4 – Heat Source Profile

1. An assessment of all potential waste heat sources should be carried out by the Consultant/Consortium and include any plans for future industry and waste water treatment sites that may have waste heat.
2. Heat pumps (air, geothermal, river), biomass, biomethane, anaerobic digestion and all alternative sustainable energy fuels should be assessed as a potential heat source. This assessment should be carried out by the Consultant/Consortium and include any reference to future market that may currently be under development and offer a supply of sustainable alternative fuel.
3. Following on from the assessment of waste heat sources and supply of sustainable alternative fuels, the consultant/consortium should identify a preferred source or several sources for further evaluation. The consultant should target a minimum share of 75% from renewable energy, 75% from waste heat, or 75% of a combination of both, to supply the network.
4. Supplementary heat sources may include but are not limited to Biomass, CHP (anaerobic digestion) and any other sustainable alternative / low carbon fuels the Consultant/ Consortium would like to include. It is suggested that 3No. different heat source combination options are put forward for accurate costing and life cycle costing in Work Package 5 – Accurate Costing.
5. Various combinations of heat sources will be modelled and provided as input into Work Package 5 – Accurate Costing, to be compared by the Cost Advisor using Life Cycle Costing, to ensure that the best combination of heat sources is put forward into the business case development.

Work Package 5 – Accurate Costing

1. Using the data, analysis and outputs from Work Packages 1-4, a Quantity Surveyor or Cost Advisor should be able to apply an investment cost and an O&M cost to this infrastructure project that can be relied upon for preliminary business case development.
2. As outlined in Work Package 4, at least 3No. different heat source combinations should be presented and a Life Cycle Costing (including O&M), carried out to ensure the best VFM heat source combination is selected for a future business case and detailed design.
3. The cost of the District Heating network will include all key works such as the cost of the pipework (estimated diameter and length provided from heat demand analysis), the pipework associated with the heat source (estimated diameter and length provided from heat source analysis), the Energy Centre construction, the heating system combinations i.e. size and quantity of heat pumps, size and quantity of biomass boiler etc., the size of heat exchangers that will be integrated into plantrooms of each anchor clients and other clients and associated control.
4. The cost of the District Heating network will also include all enabling works (technical and non-technical) such as civil, mechanical, electrical and automation works as well as planning, regulatory, legal, environmental actions required.
5. A risk assessment will be carried out including sensitivity analysis of anchor load characterisation and the impact on the overall District Heating Study viability if certain anchor load clients dropped out at a later project development stage of project.
6. Carry out a cost benefit analysis of this district heating network for decarbonising Anchor Client sites and other Client sites versus other low carbon technologies such as decarbonising at an individual building level using individual heat pumps (including both air source or ground source), biomass units, etc. – low carbon counterfactual heating alternative.
7. Conduct a quantitative evaluation of the expected carbon emission reductions, energy savings (MWh) and (€) and renewable energy production (MWh) from this district heating network in Clonmel and Nenagh.
8. Carry out an NPV calculation over 40 years assuming a future capital grant support of 50% including all O&M costs.

Work Package 6 – Non-Technical Elements

1. Once the technical analysis and initial costs/risks are understood, the non-technical elements need to be considered, outlined in the table below, in terms of the Irish market at the point of publication of this District Heating Feasibility Study.

Non-Technical Elements of District Heating in Tipperary	
Governance and Ownership from a Management Perspective	Who is going to fund this project? Where will the money come from? Will there be incentives from the SEAI? Who owns this new utility? Who will operate and maintain new utility? Who will bill anchor clients? What does the funding model look like?
Establishing the “why” or business case for Anchor Clients and other Clients	How much will it cost for the anchor clients to connect? How much will the ongoing operating cost for the anchor clients be €/kWh?

	How will clients be billed (heat metering data quality concerns)? What incentives exist for anchor clients to switch over?
Establishing the “why” or business case for Owner / Operator	Balanced approach to supply / demand connections? Required commitment / contract duration with anchor clients and other clients? Required contract terms and conditions that anchor clients and other clients must adhere to? Understanding of the scale of clients required to get return on investment / payback?
Regulatory / Legal Aspects / Environmental – specific to Clonmel and Nenagh	River Suir and Nenagh River Special Area Conservation restrictions Clonmel / Nenagh Special Protection Area restrictions River Suir / Nenagh River Discharge Licencing restrictions (could inhibit geothermal) Legal impacts on LA regarding land ownership, planning permission, public/private roads and boundaries that network might interface with. Nenagh / Clonmel Architectural Conservation Areas restrictions.

2. Carrying out initial Strategic Environmental Assessment (SEA) screening on proposals emanating from this feasibility study.
3. Carrying out initial Appropriate Assessment (AA) screening on proposals emanating from this feasibility study.
4. Evaluation of all environmental risks, (not limited to table above) associated with the implementation of a district heating network.

Programme and Programme Management

It is envisaged that this District Heating Feasibility Study will take 1 year to complete. The Consultant/Consortium will attend a regular meeting monthly, or more frequently if deemed necessary by the Consultant/Consortium, with the District Heating Steering Group within Tipperary County Council. Consultants can use their discretion, in terms of the Work Package descriptions above, regarding the number of sub-meetings and workshops that will be required to deliver the project.

The final deliverable will be the compilation and reporting on key findings from each of the six Work Packages outlined above and the publication of the District Heating Feasibility Study for Tipperary County Council (Nenagh & Clonmel).

Work Packages 1–6 define the required scope of the Initial Contract. Any proposed change to that scope must be approved in writing by the Contracting Authority, with any implications for fees, deliverables and programme agreed before the additional services commence.

It will be necessary for the successful Tenderer to ensure that the final district heating feasibility study report complies with the requirements of the guidance documents prepared by the SEAI District Heating Centre of Excellence.

The table below anticipates the length of time that will be required to complete each Work Package:

Work Package	From (Month)	To (Month)
WP1 Pre-Screening of Different Areas in Nenagh and Clonmel	0	2
WP2 Stakeholder Engagement and Data Acquisition	2	8
WP3 Heat Demand Profile	2	8
WP4 Heat Source Profile	2	8
WP5 Accurate Costing	8	11
WP6 Non-Technical Elements	8	11
Final Report (One for Each Town – Nenagh and Clonmel)	-	12

2.2.2 Scope of the Framework Agreement

The framework agreement will provide Tipperary County Council with access to specialist consultancy services to assess the feasibility and support the development of district heating opportunities within County Tipperary.

The Initial Contract comprises the preparation of District Heating Feasibility Studies for Nenagh and Clonmel, including the six Work Packages described above and a separate final report for each town.

Subject to the findings of the Initial Contract, identified requirements and the availability of funding, subsequent contracts may be awarded for:

- Updating or refining the Nenagh and Clonmel feasibility studies to reflect additional stakeholder participation, revised heat demand data, changes in potential heat sources, costs, funding opportunities or regulatory requirements.
- Undertaking comparable district heating screening, pre-feasibility and feasibility studies for other towns or identified areas within County Tipperary.
- Further stakeholder engagement, energy data acquisition, site and plantroom assessments, heat mapping, heat demand modelling and assessment of potential anchor customers.
- Further assessment of heat sources, energy centre locations, indicative network routes, connection opportunities and phased network development.
- Refining capital and operating cost estimates, life-cycle costing, financial models, sensitivity analysis and comparisons with alternative low-carbon heating solutions.
- Preparing preliminary business cases and supporting economic, financial and funding appraisals for district heating proposals, including technical information required for funding applications.
- Assessing governance, ownership, delivery and operating models, together with customer connection arrangements and relevant planning, environmental and regulatory considerations.
- Providing related technical advice, presentations, workshops and knowledge transfer to assist the Council in considering the findings and determining the next steps for potential district heating projects.

The framework does not include detailed engineering design, preparation of construction tender documents, construction supervision or the supply, installation or operation of district heating infrastructure.

The Council does not guarantee that any subsequent contracts will be awarded. All contracts awarded under the framework must fall within the scope described above and remain within the advertised maximum framework value.

Framework Rates and Future Call-Off Contracts
Tenderers are required to submit hourly rates for the personnel grades identified in the Tender Response Document. These rates will become the maximum Framework Rates applicable to subsequent Call-Off Contracts.

For each subsequent Call-Off Contract, the Contracting Authority will issue a written brief setting out the required services, deliverables and programme. The Framework Member will be required to submit a fee proposal identifying the personnel proposed, the estimated hours by grade and the applicable Framework Rates.

The Contracting Authority will assess the proposed resources, hours and overall fee for reasonableness and value for money before agreeing the fee for the assignment. The Framework Member may offer rates below the applicable Framework Rates but may not exceed them.

The scope, personnel and hours required for future assignments do not need to be determined at the time the Framework Agreement is established and will be agreed on a contract-by-contract basis.

2.3 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement 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.

2.4 Duration of the Framework Agreement

The framework agreement will be established for four (4) years.

It is envisaged that the initial contract will be for 12 months.

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.

2.5 Estimated Value for the Framework Agreement

The maximum aggregate value of all contracts awarded under this framework agreement, including the Initial Contract and any subsequent contracts, is < €216,000 excluding VAT. This is a maximum ceiling and does not constitute a commitment to purchase services or a guarantee of expenditure

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2.6 Awarding Contracts under the Framework Agreement

Under a 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.

Where a Supplementary Tender is requested, the Framework Member will be required to provide a detailed resource and fee proposal showing the personnel, estimated hours, applicable Framework Rates and total proposed fee. The Contracting Authority may seek clarification or a revised proposal where it considers the proposed resources, hours or fee are not reasonable or do not represent value

for money. The Contracting Authority is not obliged to award a Call-Off Contract where agreement cannot be reached.

2.7 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 agreement for the procurement of any requirement without reference to the Framework Member. Admission to a framework agreement does not guarantee the award of any contract to any economic operator, nor does it give the Framework Member the right to be consulted in respect of, or tender for, any contract.

2.8 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.

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

2.9 Contract Terms and Conditions

In addition, tenderers should review the Service Contract which will apply to each discrete assignment under the framework.

2.10 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement the tenderer invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer to join the framework agreement as appropriate, at any time during the tender validity period.

2.11 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 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 in adherence to an agreed Service Level Agreement and Key Performance Indicators (KPIs);
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

NOTE: Tenderers will note that all required contract management activities must be included in the tendered fees and will not attract additional charges.

3 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 tenders that are deemed valid and that meet all of the selection criteria listed below will be considered under the award criteria. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

3.1 Relying on the Standing of Other Entities

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

Tenderers are reminded that they may rely on the resources of other entities in order to meet criteria and / or deliver elements of the contract requirements on condition that they can prove to the satisfaction of the client that they will have these resources at their disposal when necessary.

Therefore, a tenderer may consist of a grouping of any number of economic operators[1]. Where a group come together in whatever form i.e. consortium, joint venture, subcontractors etc. to submit a Tender in response to this Request for Tender and regardless of the legal relationship between them, the Contracting Authority will deal with all matters relating to this competition through the entity (the "Lead Tenderer") who will carry overall responsibility for the performance of the contract only, if successful irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

The Lead Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, and email address of the nominated contact personnel authorised to represent the tenderer and to whom all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person (including from any subcontractor) will not be accepted or responded to.

All Lead Tenderers relying on the capacity of other entities must:

- Identify in the TRD as the Lead Tenderer for the grouping with whom the Contracting Authority will communicate and with whom any subsequent contractual arrangements will be made if successful.
- Identify in the TRD the relevant third parties upon whose capacity the Lead Tenderer is relying upon to meet selection criteria and / or deliver elements of the contract and identify the relevant criteria and elements of the contract.
- Ensure the TRD including all subsections are completed and submitted for all relevant third parties upon whom the Lead Tenderer is relying on to meet criteria and / or deliver elements of the contract if awarded.
- In all tenders, the Lead Tenderer must nominate the reference contracts for inclusion in the assessment and selection process. The number of reference contracts for which details are to be provided will be nominated in the TRD of the Lead Tenderer. If more reference contracts are provided than required only the first listed reference contracts to the number specified (e.g. 2 reference contracts) will be considered. Where relying on the experience of others, at least one of the references provided should include reference to their relevant experience.

Where the tenderer consists of a grouping of economic operators and the tenderer is subsequently successful at tender stage, the Contracting Authority may require the members of the tender grouping

[1] 'Economic operator' means any natural or legal person or public entity or group of such persons and / or entities, including any temporary association of undertakings, which offers the execution of works and / or a work, the supply of products or the provision of services on the market; (Art 2(10) of Directive 2014/24/EU).

to enter into a formal arrangement that can support the provision of collateral warranties to the Contracting Authority for the group members' performance, etc. of the contract.

3.2 General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are **assessed on a pass/fail basis**. Failure to comply with the requirements will result in 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 the role of the framework and likely percentage of the value for each sub-contractor, information on sub-contractors and consortium members if applicable.	
Declarations	
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by S.I. No. 284/2016 of May 2016 as contained in the Tender Response Document (TRD). • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document (TRD). Where Tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.	
Tax compliance	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	Tenderers must demonstrate an average annual turnover of at least €200,000 over the last three financial years for which accounts are available. For more recently established businesses, the assessment will be based on the period for which financial information is available. Evidence will be required prior to the award of the framework agreement / any contract. In the case of an applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead applicant. Where group members are relying on the lead applicant's financial capacity, self-declaration / evidence will only be required of the lead.
Insurances	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Professional Indemnity - €1 million
Previous Experience	Tenderers must demonstrate that they have successfully delivered consultancy services of a similar nature and complexity to those required under this framework agreement.

	Tenderers must provide details of two district heating feasibility studies completed within the five years preceding the tender submission deadline. Both studies must be of a similar nature and complexity to the services required under this framework agreement. The projects submitted must collectively demonstrate experience in: • Heat mapping, spatial analysis and assessment of potential heat demand. • Stakeholder engagement, acquisition of energy consumption data and assessment of existing heating systems. • Heat demand modelling and assessment of potential heat sources. • Preliminary network assessment, capital and operating cost estimation, and financial appraisal. • Identification of relevant environmental, planning, regulatory and governance considerations. For each project, Tenderers must provide the client's name, project description and location, commencement and completion dates, consultancy contract value, services undertaken, the Tenderer's specific role, principal deliverables and an explanation of its relevance to this requirement. A client referee must be provided for each study, giving two project references in total. Referee details must include the individual's name, position, organisation, email address and telephone number. Experience may be demonstrated through the Tenderer, consortium members or other entities upon whose capacity the Tenderer relies. Where reliance is placed on another entity's experience, that entity must undertake the services for which its experience is required, and the Tenderer must demonstrate that the relevant resources will be available for delivery of the contract. The Contracting Authority reserves the right to contact the referees provided to verify the information submitted and satisfactory delivery of the services. This requirement will be assessed on a pass/fail basis. Failure to demonstrate compliance will result in elimination from the competition.

4 AWARD CRITERIA

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

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

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

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks Required**
	30%	3,000	N/A
Title	**Costs**		
Description	Tenderers must complete the pricing summary and Table A below and sign the Form of Tender. All three pricing options must be completed. Each fixed price must include all costs necessary to complete the specified services, including personnel, specialist inputs, stakeholder engagement, site visits and plantroom assessments, meetings, travel, subsistence, data acquisition and analysis, modelling, reporting, expenses and contract management. State prices in euro, exclusive of VAT, and identify the applicable VAT rate and VAT-inclusive total separately. **Evaluation:** For the purposes of evaluating Criterion A, the Evaluated Cost will be the Combined Fixed Price for Nenagh and Clonmel plus the Total Notional Framework Cost calculated in Table B. The lowest qualifying Evaluated Cost will receive 3,000 marks. Other qualifying tenders will receive: ***(Lowest qualifying Evaluated Cost / Evaluated Cost of the tender being assessed) × 3,000.*** The standalone town prices will not be scored separately. Budget and priority town: The Initial Contract budget is €100,000 excluding VAT. Where the highest-ranked Tenderer's combined price exceeds that amount, TCC may award Clonmel only if its standalone price is within budget. This does not change the tender ranking. TCC reserves the right not to award the Initial Contract where the applicable price exceeds the budget. Nenagh may be commissioned subsequently under the framework, subject to funding and the framework terms, without any guarantee of award. **Evaluated Cost for Criterion A = Combined Fixed Price for Nenagh and Clonmel + Total Notional Framework Cost.**		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks**

	35%	3,500	2,100
Title	**Understanding of the Requirements and Technical Approach**		
Description	Tenderers must demonstrate their understanding of the requirements and provide a detailed technical approach to delivering the District Heating Feasibility Study for Nenagh and Clonmel, addressing all six Work Packages. The response must explain the following, with reference to relevant previous projects to illustrate the proposed methods, lessons learned and how these will be applied to Nenagh and Clonmel: • The proposed approach to screening and ranking potential areas, including heat mapping, heat density, network opportunities and relevant physical, heritage, archaeological and environmental constraints. • The stakeholder engagement and data acquisition strategy, including identification of anchor customers, securing participation, obtaining actual consumption data and undertaking in-person plantroom assessments. • The methods for developing and validating heat demand and load profiles, including hourly modelling, calibration against available consumption data and treatment of incomplete or unavailable information. • The approach to identifying and comparing heat sources, developing preliminary network layouts and assessing the required heat source combinations. • The methods for estimating capital and operating costs, undertaking life-cycle costing and financial appraisal, comparing counterfactual heating options, and evaluating carbon emissions, energy savings and sensitivity to key assumptions. • The approach to assessing governance, ownership, funding, operation, customer arrangements and relevant planning, environmental and regulatory matters, including the specified SEA and AA screening. • The proposed outputs for each Work Package and how the findings will be integrated into separate, evidence-based final reports for Nenagh and Clonmel in accordance with the specified SEAI guidance. • The Tenderer's understanding of the Irish district heating landscape, the role of local authorities and relevant Irish utility, planning and regulatory arrangements, explaining how these will inform the feasibility assessments and recommendations for Nenagh and Clonmel. Tenderers must identify the principal technical risks, assumptions and information dependencies, together with practical measures to address them. Evaluation will consider the understanding demonstrated and the relevance, robustness and practicality of the proposed technical approach, including its application to the Irish context and the specific requirements of Nenagh and Clonmel. Previous project examples will be considered as supporting evidence of the proposed approach and the application of lessons learned. The Tenderer's general corporate experience and client references will be assessed separately under the pass/fail selection criteria.		
Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks**
	15%	1,500	900

<table>
<tr><td>Title</td><td colspan="3">Quality and Suitability of the Proposed Team</td></tr>
<tr><td>Description</td><td colspan="3">Tenderers must identify the personnel who will be assigned to deliver the Initial Contract and demonstrate how their qualifications, relevant experience and proposed contribution will support successful delivery.

The response must include:

• An organisational chart identifying the Project Lead, key specialists, consortium members and subcontractors, together with reporting lines.
• CVs for the proposed key personnel, detailing relevant qualifications, professional memberships and experience on comparable assignments. Project examples must identify the individual’s specific role and contribution.
• A responsibility matrix allocating personnel to each Work Package and identifying their responsibilities and proposed hours.
• Details of how the team will provide the required expertise in district heating, heat mapping and modelling, stakeholder engagement, heating system assessment, cost planning, financial appraisal and environmental and planning considerations.
• Confirmation of availability, taking account of current and anticipated workloads, together with arrangements for continuity of personnel and access to specialist support.

Evaluation will consider the suitability and relevant expertise of the assigned personnel, the balance and integration of the team, and the adequacy and credibility of the proposed allocation of resources.</td></tr>
<tr><td>Criterion D</td><td>Weighting</td><td>Maximum Marks</td><td>Minimum Marks</td></tr>
<tr><td></td><td>15%</td><td>1,500</td><td>900</td></tr>
<tr><td>Title</td><td colspan="3">Project Management and Delivery Programme</td></tr>
<tr><td>Description</td><td colspan="3">Tenderers must provide a project management and delivery plan demonstrating how the Initial Contract will be completed within the specified 12-month period.

The response must include:

• A Gantt chart showing the sequencing and duration of each Work Package, activities for both towns, key milestones, deliverables, dependencies, approval points and the critical path.
• Arrangements for managing stakeholder participation, access to sites, data acquisition and specialist inputs, including measures to address delays or insufficient information.
• Arrangements for monthly Steering Group meetings, progress reporting, coordination, decision tracking and escalation of issues.
• Quality assurance procedures for checking data, calculations, models, cost estimates and reports before submission.
• A project risk register identifying delivery risks, mitigation measures and responsibility for managing each risk.</td></tr>
</table>

	• Procedures for managing proposed changes and obtaining the Contracting Authority's approval before undertaking work outside the agreed scope. • A proposed milestone payment schedule consistent with the Pricing Schedule, identifying the percentage of the total fee associated with each Work Package and the final reports. The percentages must total 100%. Evaluation will consider the feasibility and completeness of the programme, the effectiveness of the management and quality assurance arrangements, and the credibility of the measures proposed to achieve timely delivery.

Criterion E	Weighting	Maximum Marks	Minimum Marks
	5%	500	300
Title	**Environmental Measures for Service Delivery**		
Description	Tenderers must describe the practical environmental measures they will implement when delivering this contract. The response must address: • Planning and coordination of site visits to reduce unnecessary journeys while completing all required in-person assessments. • Use of remote meetings where appropriate and lower-emission travel options where practicable. • Use of digital data collection, document exchange and reporting to minimise printing and resource consumption. • Responsibility for implementing the measures and how their effectiveness will be monitored during the assignment. Environmental policies or certifications may be provided as supporting evidence, but Tenderers must explain how these will translate into specific measures for this contract. Evaluation will consider the relevance, practicality and likely effectiveness of the proposed measures and the arrangements for implementing and monitoring them. The technical assessment of the proposed district heating networks' environmental performance will be evaluated under Criterion B.		

Tenderers should ensure in their tender submission 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.

4.1 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**
Maximum Marks available for Cost	**B**
Cost for the tender being evaluated	**C**
Formula employed	$\frac{A \times B}{C}$

4.2 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 Tenderer 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 Tenderer 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 Tenderer 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.
< 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.

Note: where there is a tie-break, the economic operator with the highest quality score will be appointed to the framework agreement. 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 appointed to the framework agreement.

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

4.3 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.

4.4 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.

4.5 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 on the basis of it being considered abnormally low.

4.6 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 the award of any contract.

5 INSTRUCTIONS FOR TENDERERS

5.1 Submission of Tenders

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

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the 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 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 **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

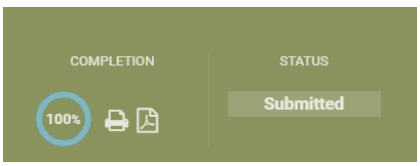
(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu

(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 and a confirmation email, 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 the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

5.2 Closing date for Tenders

The closing date for tender submission	as per etenders

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

5.3 Queries

The closing date for submitting queries	as per etenders

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

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

5.4 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.

5.5 Tender Validity Period

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 Clarification of Tenders

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

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

5.11 Correction of errors

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

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

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

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

5.12 Change in the composition of a Tenderer

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

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

5.13 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.

5.14 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.

5.15 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.

5.16 Right Not to Award

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

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

5.17 Notification of Tender Evaluations

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

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

Potential outcomes can be:

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

5.18 Award Notices

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

5.19 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.

5.20 Copyright

Unless otherwise agreed, 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).

5.21 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".

5.22 Environmental Aspects

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

5.23 Knowledge and Skills Transfer

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

5.24 Currency and Payments

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

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

5.25 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.

5.26 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.

5.27 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.

5.28 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).

5.29 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.

5.30 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.

5.31 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.

5.32 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract.

5.33 International Procurement Instrument-IPI

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

5.34 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 supply chain and related risk factors.