



SMITHS FIELD MASTERPLAN AND PART 8

Briefing Document for tendering design teams

Overview

To deliver a high-quality, visionary Masterplan for the site known as Smiths Field, and the development of a detailed Part 8 design proposal to meet the needs of the community in Mountmellick.

Laois County Council

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1. Introduction

The town of Mountmellick covers an area of approximately 1.6 square kilometres. As of the 2022 census, it had a population of 4,905, resulting in a population density of approximately 3,021 people per square kilometre.

Within the town centre the largest public park is Smiths Field in the east, which is partially occupied by Mountmellick United FC in the north. The remainder of Smiths Field has been retained as open space and is currently underutilised and homogeneous. Natural desire lines are evident as people use the area to connect with the town centre.

Laois County Council (LCC) intends to complete a Masterplan and a Part 8 for this site. The land is currently an underutilised greenfield site in the centre of Mountmellick town which is located adjacent to both the River Owenass and the Soccer Club playing fields. It is separated from the town centre by the river Owenass with pedestrian access provided via a footbridge. The lands adjoin several housing developments, many of whose occupants use Smiths Field as a short cut to travel to the centre of the town, schools etc.

LCC is seeking to procure the services of an Urban Landscape led integrated design team to develop a masterplan for Smiths Field and to administer a Part 8 planning process for the preferred development option. The area is envisioned to be sustainable, inclusive, and well-integrated with the existing urban fabric. As part of the masterplan and Part 8, the appointed design team will be required to assess options for a new pedestrianised route / connectivity between Smiths Field and the town.

This Tender Briefing Document (together with all accompanying tender documentation) describes the services required and sets out the information which must be supplied by Tenderers.



Figure 1: Smiths field (Area outlined in blue).

The Masterplan will complement and build on three other developments taking place at this location:

1. Laois County Council is currently designing a social housing scheme on a section of the site outlined in red in Figure 1 above.
2. Mountmellick Soccer Club has been granted planning permission from Laois County Council to upgrade their facilities to the north of Smiths field. (Labelled no 3 in Figure 1 above).
3. Laois County Council has recently constructed an active travel footpath along the perimeter of the site outlined in yellow in figure 1. It is envisaged that further active travel measures will be incorporated by the appointed design team into the masterplan for Smiths Field with a view to improving connectivity with Mountmellick Town.

The Masterplan and Part 8 design will enable the development of an improved natural amenity area in a very central location for the people of Mountmellick. The design should incorporate new passive and active open spaces which will strengthen the network of existing green space within the Town Centre environment.

The development of an amenity park adjacent to high density housing developments which have had limited amenities has huge potential to rejuvenate the town in the following ways:

- Strengthen the network of open space amenities in the Town and enhance connectivity between them
- Introduce biodiversity and climate resilience measures within the town whilst taking into the SAC conservation objectives of the River Owenass

- Improve accessibility and promote walking and cycling within the town
- Improve the public realm experience of the town
- Attract more people to live in the town of Mountmellick
- Promote the Owenass River as an asset for the community, enhancing its utilisation including recreational activities such as kayaking and educational activities.

Smith's Field has experienced significant anti-social behaviour in recent years. As referenced above, Laois County Council is committed to regenerating this area in terms of a new housing development to provide a living edge to this space together with active travel routes to link the area to the town centre. The proposed masterplan for the development of an amenity park and walkway will compliment and strengthen Laois County Council's efforts to rejuvenate and enhance this town centre greenfield site.

2. Background

In November 2024 and in collaboration with the Mountmellick Town Team, Laois County Council appointed the multidisciplinary team from SLR Consulting to develop a Town Centre First Plan for Mountmellick. A copy of the Town Centre First Plan is provided as part of the suite of tender documents as background information. The Town Team encompasses various key stakeholders and elected representatives in Mountmellick, offering extensive and varied insights into all aspects of the town, including social, cultural, economic, and environmental aspects.

In accordance with the Town Centre First Policy, the Mountmellick Town Centre First Plan includes proposals and actions for the regeneration of the town centre, as well as opportunities to enhance the surrounding landscape. A copy of the Town Centre First Plan is included in the tender documents as Background Information.

Smith's Field has been identified as a priority project for Mountmellick and is listed as Project 2 in the Town Centre First Plan.

The objective of the appointed design team is to produce a detailed design for Smiths Field based on the design intent concept as laid out in the TCF Plan (refer to Section 4.7 of the Town Centre First Plan) and to bring the project through the Part 8 process.

The appointed consultant shall, on completion of the work required by this brief, provide Laois County Council with all Part 8 design drawings (in PDF and CAD format) and reports, feasibility studies etc. for subsequent use by the local authority in the procurement of an integrated design team to progress the detailed design and tender documentation, tender action and award, construction and handover phases of the project.

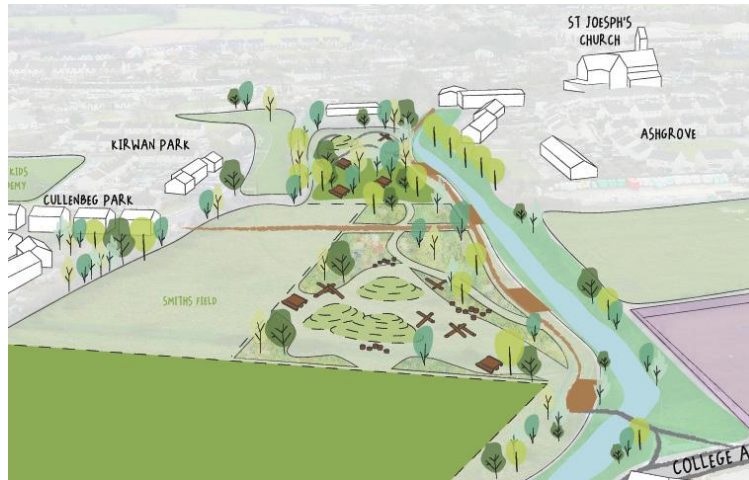


Figure 2: Smiths Field Park Vision as presented in the Town Centre First Plan.

The design which is to be developed by the appointed design team in consultation with the local community, Laois County Council and other stakeholders, shall take into consideration future developments to the playing fields in the north and overlaps with the River Walk project. It is proposed to enhance the connectivity of Smiths field by providing a path from the site to the town. Three connectivity options are presented in this brief and are set out in the drawings which accompany the briefing document. The presence of a Special Area of Conservation (SAC) should be noted along the river in Smiths Field. See appendix 2.

Option 1: Requires the construction of a new path on the western bank of the Owneass river which will connect the site to the cap park at St. Joseph's Church. This option would utilise the existing pedestrian bridge located at the soccer field and athletics track and would require land acquisition to facilitate the construction of a new path.

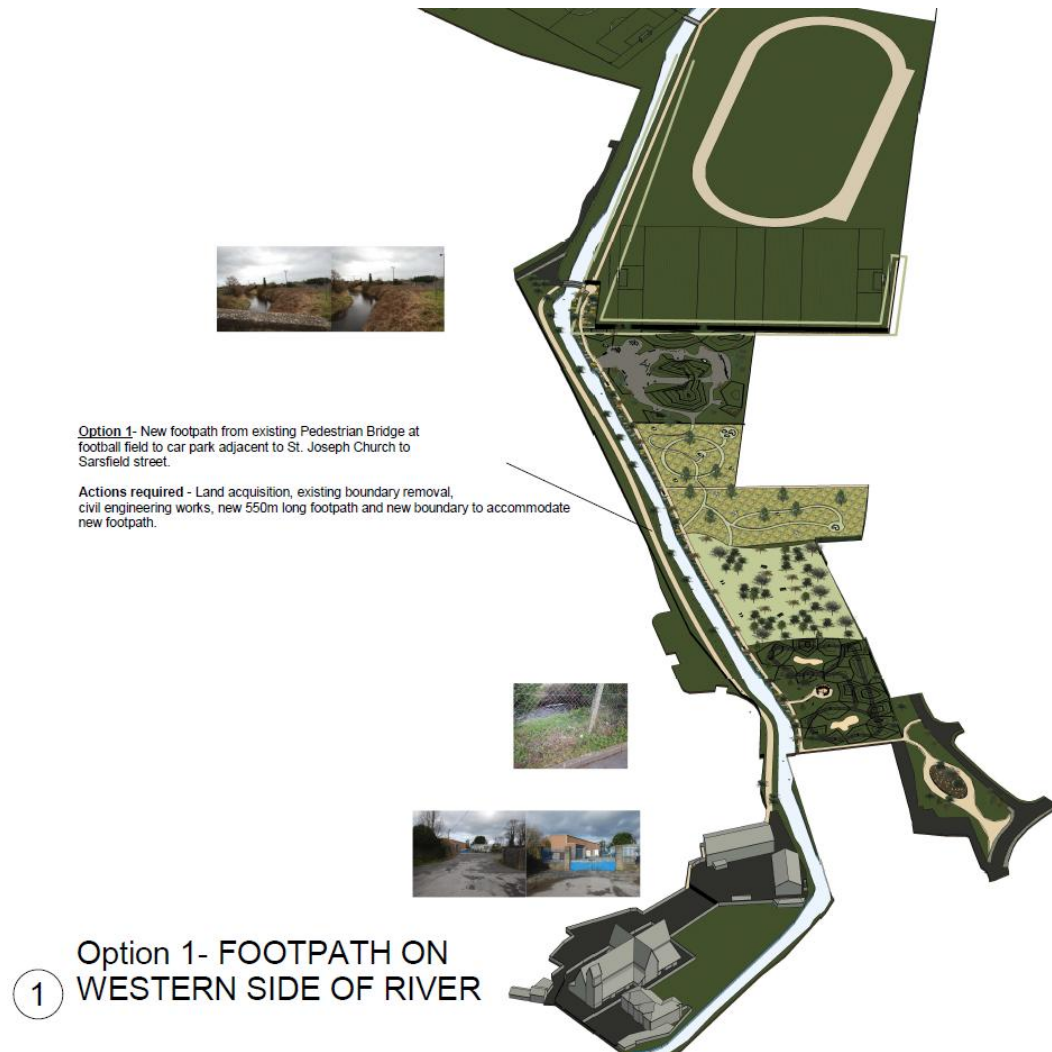


Figure 3: Connectivity Option 1.

Option 2: This option also links Smith's Field to the carpark at St. Joseph's Church and proposes the construction of a new path within the smith's field site together with a new river crossing at the southern end of the site.



Figure 4: Connectivity Option 2.

Option 3: This option does not link Smiths Field to St. Joseph's Church but instead to a location approximately 305m from the entrance to the church. This option does not require a river crossing as the route remains on the Smith's Field side of the river and joins the main road to the south.

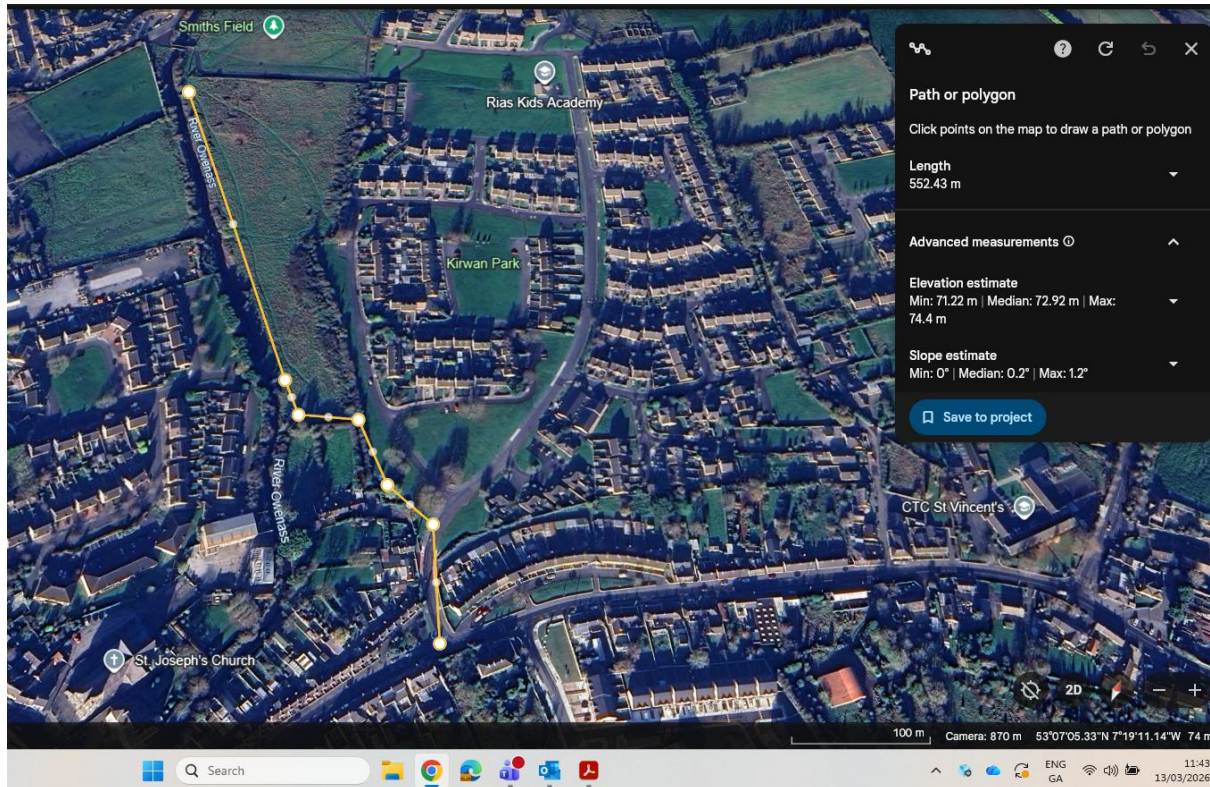


Figure 5: Connectivity Option 3.

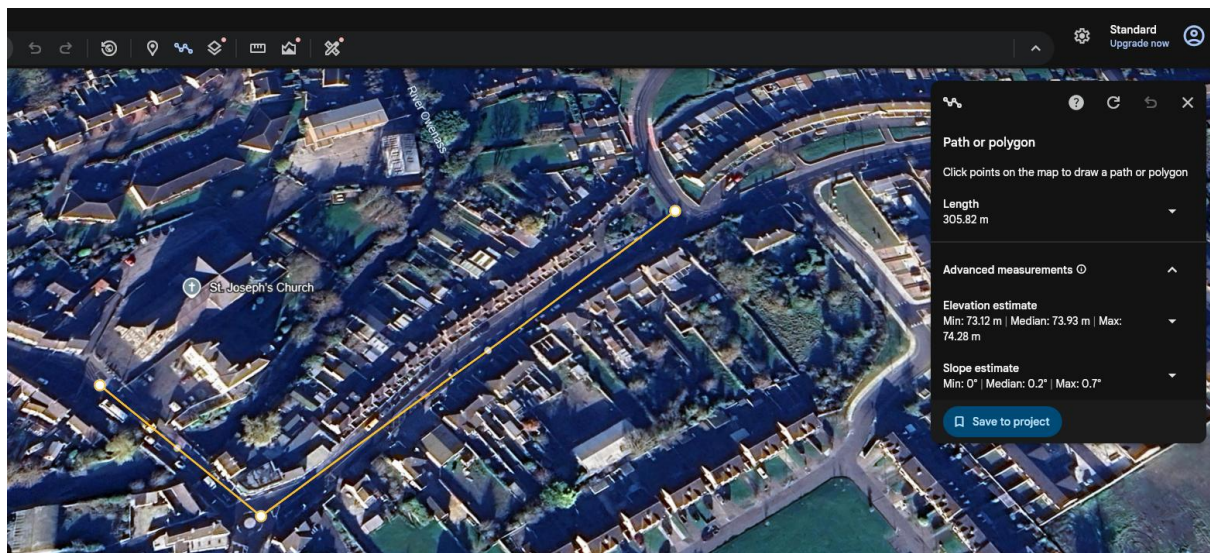


Figure 6: Connectivity Option 3 (continued)

The appointed consultant shall undertake a feasibility study of these options and following consultation with Laois County Council, include the preferred option in the Part 8 design proposal.

The initial concept proposals are light touch and include 3 different character areas. Natural play, with features such as, earth mounds, boulders and timber stepping logs. To the south an informal cycle track is proposed, aimed at younger children. Meadow area, which provides for older children with larger climbing boulders. And a woodland area, which proposes small clusters of trees with picnic benches. A priority of this project is to enhance biodiversity and habitat opportunities as referenced throughout consultation and to utilise Nature-based solutions (NbS) and SuDS where possible.



Figure 7: Smiths Field Park – Concept Plan as contained in the Town Centre First Plan.

Opportunity for community activities, such as a park run should be considered in the design and whether there is scope and space for a dog park, as per consultation responses received during the development of the Town Centre First Plan. Further details of the comments and observations received are listed on page 69 of the Town Centre First Plan.

It shall be a requirement of the appointed design team to undertake further public and stakeholder consultation in relation to the Smiths Field project and to procure all third party reports and surveys required for Part 8.

Tender's attention is drawn to Variation No. 3 to the Laois County Development Plan which is to be considered by the elected members on 9th June 2026.

<https://consult.laois.ie/en/consultation/public-consultation-variation-no-3-laois-county-development-plan-2021-2027>

Page 66 of the main report relates to Smith's Field.

3. Procurement Procedure Summary

The method of procurement is an Open Procedure and the contract will be awarded on the basis of the Most Economically Advantageous Tender (MEAT). Stage 1 of the tender process will be a Pass/Fail Suitability Assessment based on completion of a Suitability Assessment Questionnaire (SAQ), QC1. The SAQ submissions will be evaluated according to a minimum (Pass/Fail) standard with respect to the financial, economic, technical capacity, health and safety information, and relevant experience of each Tenderer.

If the Tenderer fails to meet the minimum compliance standards or doesn't have the relevant previous experience required, they will be excluded from further consideration.

Respondents who pass the suitability assessment will then have their tender assessed as outlined in the Instruction to Tenderers, i.e. 80/20 Quality/Price

Submissions will be assessed based on the contract award criteria as set out in the ITT. The Tenderer with the most economically advantageous tender (MEAT) will be appointed by Laois County Council to provide design consultancy services and provide the documents required for the Part 8 process. The design team shall also provide Laois County Council with a detailed costing for the proposed scheme. This will enable LCC to apply for grant funding to progress the detailed design, tender action and construction of the scheme.

4. Objectives

To procure urban planning / landscape architectural services that will lead and manage a multidisciplinary design team to deliver a high-quality, visionary Masterplan for the site known as Smiths Field, alongside a detailed Part 8 design proposal of the same site to meet the needs of the community of Mountmellick and its environs. Tenderers shall submit a price for project stage (i) *Preliminary*, (ii a) *Outline Sketch Design* and (ii b) *Design for Statutory Approval* (Part 8). The contract will be awarded on a fixed price lump sum

basis. Project Stage (ii c) and subsequent project stages (iii), (iv) and (v) will be procured separately at a later date pending the availability of funding.

The successful tenderer will be expected to demonstrate innovation, sensitivity to context, and a strong understanding of planning, environmental, and community considerations.

Time scale for both the masterplan and Part 8:

Preliminary Site Analysis, Surveys & Public / Stakeholder Consultation	8 weeks
Masterplan Development & Client approval of proposed scheme design	4 weeks
Part 8 Design Documents	6 weeks
Part 8 Process	10 weeks

4.1. Masterplan Design

The Masterplan must provide a strategic framework for the long-term development of the full site, incorporating:

- A clear spatial strategy that reflects the site's potential for public realm, amenity, cultural, recreational, and civic uses.
- Integration with surrounding land uses including LCC social housing scheme, Mountmellick Soccer Club upgrade, Laois County Council Active Travel proposals and river walk.
- Consideration of climate resilience, biodiversity enhancement, and sustainable design principles.
- Identification of key infrastructure requirements, zoning implications, and planning constraints.
- Engagement with stakeholders, including elected members, community groups, and internal departments of Laois County Council, to inform and validate the vision. An initial public engagement event will be undertaken at the beginning of Stage (i) with a second public event during the Part 8 process.
- Cost plan for the developed design (to be used by Laois County Council in an application for grant funding for the tender action and construction phases of the project).

- Procurement of any specialist surveys and reports required as part of the Part 8 process.

4.2. Part 8 Design

The Part 8 design must be a fully developed proposal suitable for statutory public consultation and approval under the Planning and Development Regulations. It should include:

- Detailed site layout, architectural and landscape design proposals.
- Compliance with relevant planning policies, accessibility standards.
- Coordination of technical inputs, drainage (SuDS / NBS), lighting, and utilities where required by the design.
- Support through the Part 8 process including presentation materials, public engagement, and response to submissions.

The appointed team must work collaboratively with Laois County Council's internal project team and demonstrate capacity to deliver both strategic vision and technical detail within agreed timeframes.

5. Stage Services for Part 8 Design

The following guidance notes sets out some of the critical elements that may be considered in the delivery of stages (i) to (ii b) below, but is not an all-inclusive list. The appointed consultant shall undertake all works required to comply with the project brief.

The Required Services:

5.1. Stage (i) Preliminary

Prepare a feasibility study for Smiths Field to serve the community of Mountmellick.

- Acceptance of the appointment to the role of PSDP.
- Familiarisation / Handover of documentation.
- Setup & management of Safety file
- Produce a Preliminary Design Report to include preliminary cost estimate reports/projections.
- Preliminary Design report is to include for a Desktop study Appropriate Assessment (AA) screening to determine if a more comprehensive AA screening report will be required during Stage (ii).
- EIA Screening report.
- EcIA Screening report.
- Topographical survey of the Site.

- Take note of relevant local plans including the Local Transport Plan for Mountmellick a copy of which is provided as background information.
- Public Consultation Event.

5.2. Stage (ii) Design

5.2.1. Stage (ii a) Outline Sketch Design

The consultant shall prepare a preliminary design for the lands. An in-person consultation will be required at this point with LCC representatives and potentially local councillors, where the preferred / optimal option will be selected to go forward for Part 8 design. An Ecological Impact Assessment will be undertaken and delivered by the appointed consultant as part of stage (ii).

5.2.2. Sub-Stage (ii b) Design for Statutory Approval

The consultant shall coordinate all design teams disciplines and services to prepare a design for Part 8 approval Status. This Part 8 Design will need to include a planning report to confirm that the proposed design is compliant with local, national and regional planning policy.

Allow for one public engagement meeting in Mountmellick which will occur during the 4-week public display period. Relevant members of the design team will be required to attend this event to respond to queries from members of the public etc.

- Design Documents to planning level of detail.
- Public Presentation in Mountmellick of the Part 8 Design for Smiths Field.
- Cost Estimate/ Order of magnitude costs for construction to enable Laois County Council to apply for grant funding to progress the detailed design, tender documentation, construction and handover stages.

5.2.3. Sub-Stage (ii c) Detailed Design and Preparation of Tender Documents.

This stage does not form part of this tender competition.

5.3. Stage (iii) Tender Action, Evaluation & Award

This stage does not form part of this tender competition.

5.4. Stage (iv) Construction

This stage does not form part of this tender competition.

5.5. Stage (v) Handover & Final Completion

This stage does not form part of this tender competition.

6. Pricing Requirements

Tenderers are requested to provide a lump sum fixed price for each stage separately:

1. Stage (i) and Masterplan for Smiths Field.
2. Sub-Stage (ii a) Outline Sketch Design
3. Sub-Stage (ii b) Design for Statutory Approval.

Payment will be made upon satisfactory completion of each stage, as determined by the Client.

7. Contract

The services to be provided by the Consultant will be governed by the provisions of the Government Standard Conditions of Engagement for Consultancy Services (Technical), Document Reference COE1 – v.2j dated 30/09/2024 and the individually tailored Schedules A and B of the Tender & Schedule. Standard Conditions of Engagement for Consultancy Services (Technical)

8. Instruction to Tenderers

8.1. Submission of Tenders

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

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

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

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

Submissions in 3 Separate Folders as Per ITT –

- 1) SAQ Documents
- 2) Quality element of Price Quality Criterion (A Tender Response Document for the Quality Criteria has been provided as part of the tender documents)
- 3) Returned Tender and Schedule and pricing document.

8.2. Closing date for Tenders

The closing date for tender submission is specified on the eTenders notice.

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

8.3. Queries

The closing date for submitting queries is specified on the eTenders notice.

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 e-Tenders website.

8.4. 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 e-Tenders 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.

8.5. 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.

8.6. Discrepancies between Documents

A pdf version of the Request for Tender has been made available on e-Tenders. 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.

8.7. Formatting of Tenders/Amendment of Tender Documentation

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

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

8.8. 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.

8.9. 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.

8.10. 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.

8.11. 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 e-Tenders 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.

8.12. 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.

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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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 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.

8.17. 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:

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

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 the tenderer being notified and that of the successful tenderer; the reasons for rejection of a

tender and the features and characteristics of the successful tenderer where they scored higher marks under 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').

8.18. Award Notices

Following the award of the contract, an award notice will be published on eTenders. 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.

8.19. 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.

8.20. 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).

8.21. 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". **No branding from consultants to be on public display documents**

8.22. 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 services delivery and in materials used.

8.23. Currency and Payment

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.

8.24. 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.

8.25. 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.

8.26. 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.

8.27. 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).

8.28. 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.

8.29. 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.

8.30. 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.

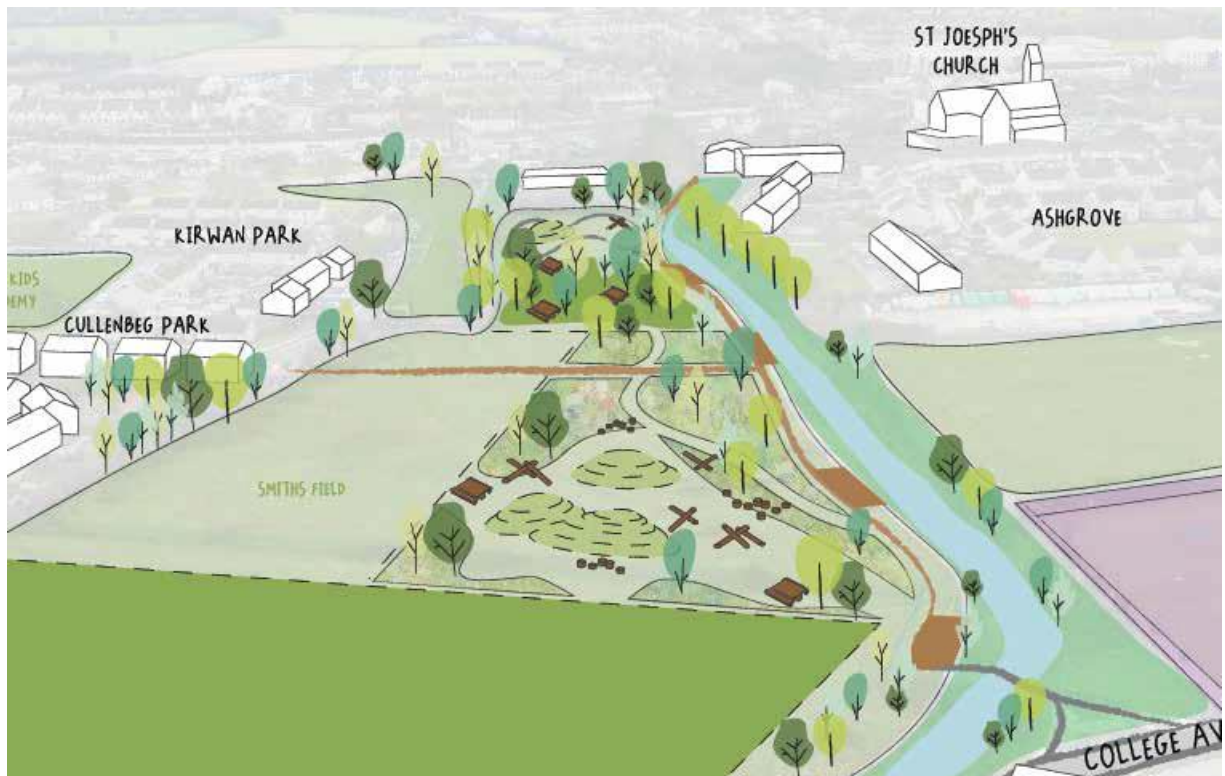
The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) 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 e-Tenders website,

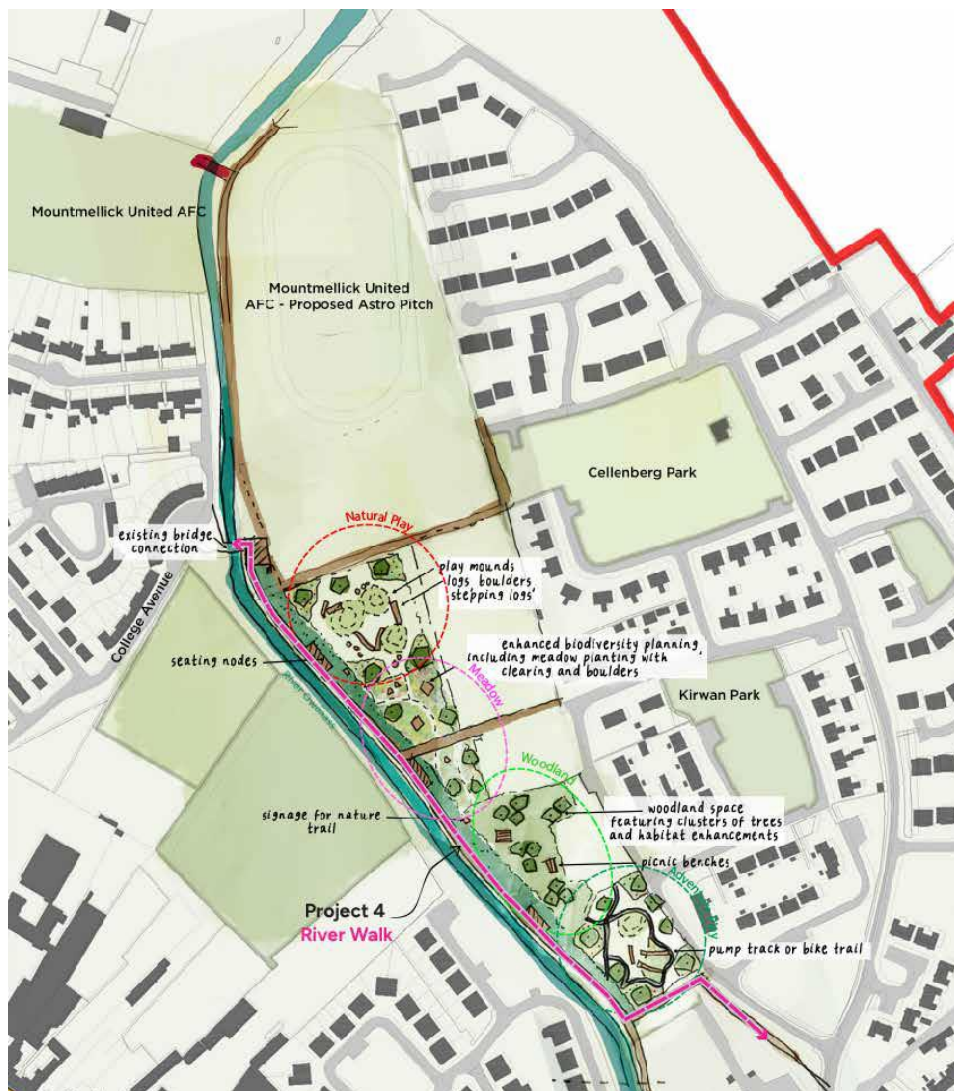
for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

8.31. Changes in Legislation

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

Appendix 1 Initial Concept Sketches





Appendix 2 Special Area of Conservation

