



OPEN PROCEDURE
REQUEST FOR TENDER
MULTI-PARTY FRAMEWORK AGREEMENT
RECOMMENDED FOR ABOVE AND BELOW EU THRESHOLD

Anticipated Number in Framework	3
Scope of the Framework	To create a framework agreement within which Environmental Consultants could be appointed to prepare Environmental Reports relating to the Variation to the County Development Plan.
Procedure	Open Procedure
eTenders ref (CfT Resource ID):	As per eTenders
Key Dates	
Issue Date	As per eTenders
Closing Date for Queries	As per eTenders
Closing Date for Tender Submissions	As per eTenders
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. 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	5
1.1	The Contracting Authority	5
1.2	Disclaimer	5
1.3	Use of eTenders	5
1.4	Use of a Tender Response Document	5
1.5	Small and Medium Enterprise Participation	6
2	ABOUT THE FRAMEWORK AGREEMENT	7
2.1	Type of Framework Agreement	7
2.2	Overview of Requirements under the Framework Agreement	7
2.2.1	The Scope of the Framework Agreement	7
2.2.2	The Scope of the initial Call-Off Contract	10
2.2.3	Additional Call-Off Contracts under the Framework	10
2.3	Anticipated Timeline	10
2.4	Numbers admitted to the Framework	10
2.5	Duration of the Framework Agreement	10
2.6	Estimated Value for the Framework Agreement	11
2.6.1	Estimated Value of the initial call-off Contract	11
2.7	Awarding Contracts under the Framework Agreement	11
2.7.1	Mini Competitions	11
2.8	Right to tender outside of the Framework Agreement	11
2.9	Compliance with the Framework Agreement Terms and Conditions	11
2.10	Contract Terms and Conditions	11
2.11	Award to Runner Up	12
3	Detailed Specification of Requirements	13
3.1	Scope of Requirement under the Framework Agreement	13
3.2	Details of Additional Contracts under the Framework Agreement	16
3.3	Site Visits	17
3.4	Contract Management	17
4	SELECTION CRITERIA	19
4.1	Use of the European Single Procurement Document	19
4.2	Relying on the Standing of Other Entities	19
4.3	General, Legal and Financial Requirements	21
4.4	Technical Capacity Requirements	24

5	AWARD CRITERIA.....	26
5.1	Methodology for Calculating the Cost Score	28
5.2	Methodology for Calculating Scoring of Qualitative Criteria.....	28
5.3	Post Tender Clarification	29
5.4	Verification.....	29
5.5	Clarification of Abnormally Low Tenders.....	29
5.6	Right to Confirm Suitability.....	29
6	INSTRUCTIONS FOR TENDERERS	30
6.1	Submission of Tenders	30
6.1.1	Accessing Documents	30
6.1.2	Submitting your Response	30
6.2	Closing date for Tenders	31
6.3	Queries.....	31
6.4	Extension of Tender Period	31
6.5	Tender Validity Period	31
6.6	Discrepancies between Documents.....	31
6.7	Formatting of Tenders / Amending Tender Documents.....	32
6.8	Collusive Tendering.....	32
6.9	Confidentiality	32
6.10	Clarification of Tenders.....	32
6.11	Correction of errors.....	32
6.12	Change in the composition of a Tenderer	33
6.13	Interference and Inducement to Purchase	33
6.14	Conflict of Interest.....	33
6.15	Publicity	33
6.16	Right Not to Award	34
6.17	Notification of Tender Evaluations	34
6.18	Award Notices	34
6.19	Policy on Personal Debriefings	34
6.20	Copyright.....	34
6.21	Brand Names, etc.....	34
6.22	Environmental Aspects	35
6.23	Knowledge and Skills Transfer	35
6.24	Currency and Payments	35
6.25	Irish Legislation and Law	35
6.26	Anti-Competitive Conduct	35

6.27	Accessibility / Dignity at Work	35
6.28	Withholding Tax.....	35
6.29	Freedom of Information	36
6.30	Late Payment	36
6.31	Data Protection.....	36
6.32	Changes in Legislation	37
6.33	International Procurement Instrument-IPI	37
6.34	Responsibility of Successful Party	37

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

Further information is available at our corporate website louthcoco.ie and below:

Louth County Council is the local authority for County Louth and is responsible for the delivery of a range of services in the County including housing, roads, planning, environmental, and community services.

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 company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

1.3 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:

- Appendix 1 – Framework Agreement Terms and Conditions
- Appendix 2 – 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. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

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

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, 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 Agreement

The Contracting Authority invites tenders for the establishment of a multi-party framework agreement. The Framework Agreement will be established with three economic operators. Thereafter contracts will be awarded in accordance with the rules contained herein.

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.

The estimated value of the two Variations to the County Development Plan over the life of the framework (2 years) is €150,000 ex vat.

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

2.2 Overview of Requirements under the Framework Agreement

2.2.1 The Scope of the Framework Agreement

To create a Framework within which Environmental Consultants could be appointed to prepare Environmental Reports relating to the Variation to the County Development Plan.

It is anticipated that there will be a requirement for at least 2no. Variations to the County Development Plan over the next 12-18 months relating to the following:

1. Variation to extend the life of the current County Development Plan following the publication of the Planning and Development (Amendment) Bill 2026 which proposes an amendment to Section 68 of the Planning and Development Act 2024, to allow for the amendment of the expiry dates of current Development Plans in connection with the transition to 10-year Development Plans under the Act of 2024. In accordance with Section 68(3)(a)(i) the life of the current development plan may be extended by a further period up to 28th February 2030.
2. Variation to incorporate any National Planning Statements published by the DHLGH under Section 25 of the Planning and Development Act 2024 (as amended) into the County Development Plan

In summary, the Services for each Variation comprise:

1. A Strategic Environmental Assessment (SEA), Strategic Flood Risk Assessment (SFRA), and Appropriate Assessment (AA) of the proposed Variation to the Louth County Development Plan 2021-2027, to extend the life of the Plan.

Louth County Council's Forward Planning section are in the preliminary stages of preparing a Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan.

Tenders are invited from suitably qualified and experienced environmental and planning consultants or a multidisciplinary consultancy to:

- a) undertake an appropriately scaled Strategic Environmental Assessment (SEA) for the proposed Variation of the Louth County Development Plan 2021-2027, which complies with the principles and requirements of the SEA Directive 2001/42/EC, European Communities (Environmental Assessment of Certain Plans and Programmes) Regulations 2004 as amended by S.I. No. 200 of 2011 (European Communities (Environmental

Assessment of Certain Plans and Programmes) (Amendment) Regulations 2011) and S.I. No. 201 of 2011 Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2011), S.I. No. 456 of 2025 (Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2025 and S.I. No. 463 of 2025 (Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2025, respectively.

b) undertake a Strategic Flood Risk Assessment (SFRA) of the proposed Variation of the Louth County Development Plan 2021-2027, in accordance with the principles and requirements of The Planning System and Flood Risk Management - Guidelines for Planning Authorities (OPW/DoEHLG 2009) and Circular PL2/2014, the National Catchment Flood Risk Assessment and Management (CFRAM) programme and River Basin Management Plans, the Water Framework Directive (2000/60/EC), and the Floods Directive (2007/60/EC).

c) undertake an Appropriate Assessment (AA) of the proposed variation to the Louth County Development Plan 2021-2027, , as may be required under the European Communities (1992) Council Directive 92/43/EEC (the Habitats Directive).

The tender should demonstrate an appropriate understanding of SEA, SFRA and AA within the context of County Development Plans and the hierarchy of spatial land use plans.

The SEA Directive and the Habitats Directive requirements supersede national laws and regulations in the event that conflicts arise. However, national requirements may be more stringent than the Directive requirements, and where this is the case, national requirements must be followed. The Consultant shall make the Planning Department of Louth County Council fully aware of all the requirements set down by the SEA Directive and the Habitats Directive and associated legislation and shall bring potential conflicts to the attention of the Council in at an early stage for an agreed resolution.

1.1 Requirement for Environmental Assessment

In accordance with the Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2004, there is a statutory requirement for Environmental Assessment and the preparation of an environmental report for Development Plans where the population or target population of the area of the planning authority is 10,000 persons or more.

The Planning System and Flood Risk Management - Guidelines for Planning Authorities include a requirement for the preparation of a Strategic Flood Risk Assessment as part of the Local Area Plan process.

Directive 92/43/EEC on the Conservation of Natural Habitats and Wild Flora and Fauna – the ‘Habitats Directive’ - provides legal protection for habitats and species of European importance.

Article 2 of the Directive requires the maintenance or restoration of habitats and species populations of interest at favourable conservation status. This is achieved through the protection and management of the network of protected areas referred to as the Natura 2000 network. This includes Special Areas of Conservation (SACs) designated under the ‘Birds Directive’ (Council Directive 2009/147/EC on the conservation of wild birds). The Birds Directive provides, inter alia, protection for the habitats of endangered and migratory

bird species through the establishment of a coherent network of Special Protection Areas (SPAs) comprising all the most suitable territories for these species in the EU.

Articles 6(3) and 6(4) of the Habitats Directive require Appropriate Assessment of plans and projects likely to have a significant impact on the ecological integrity of any Natura 2000 sites. This means that the effects of such plans/projects on Natura 2000 sites need to be assessed, and mitigation measures put in place as appropriate, to ensure that the ecological integrity of these sites is maintained.

Terms of Reference:

Strategic Environmental Assessment

1 To undertake a Strategic Environmental Assessment (SEA) of the proposed Variation of the Louth County Development Plan 2021-2027, at an appropriate scale, which both complies with the requirements of the SEA Directive and associated legislation and guidelines.

2 To ensure that potential significant environmental impacts associated with the proposed Variation of the Louth County Development Plan 2021-2027, are fully assessed at an appropriate scale and inform the emerging policy objectives of the Plan through the development of alternatives, preferred alternative, mitigation and monitoring of the Plan.

3 To work with Louth County Council in examining the most sustainable land use scenarios across the County. It is anticipated that this exercise will help develop alternatives in the context of SEA. There will be a requirement to map and/or model these alternatives.

4 To work with Louth County Council to ensure that issues regarding Strategic Flood Risk Assessment and River Basin Management and associated Programmes of Measures are incorporated into the SEA and taken account of in the proposed Variation of the Louth County Development Plan 2021-2027.

Strategic Flood Risk Assessment

1. To undertake a Strategic Flood Risk Assessment (SFRA) of proposed Variation of the Louth County Development Plan 2021-2027 in accordance with the principles and requirements of 'The Planning System and Flood Risk Management - Guidelines for Planning Authorities (OPW and DoEHLG 2009) and Circular PL2/2014, the National Catchment Flood Risk Assessment and Management (CFRAM) programme and River Basin Management Plans, the Water Framework Directive (2000/60/EC), the Floods Directive (2007/60/EC).

Appropriate Assessment

1. To carry out, initially, a screening process for Appropriate Assessment (AA) as required by the Habitats Directive to determine what impacts the proposed Variation of the Louth County Development Plan 2021-2027, are likely to have on any Natura 2000 sites.

2. Subject to the results of the screening exercise, to undertake a full AA, separate to but informing the SEA process, based on best scientific knowledge to assess the impact of proposed Variation of the Louth County Development Plan 2021-2027, on Natura 2000 sites and where there are likely to be adverse impacts to propose appropriate mitigation measures

2.2.2 The Scope of the initial Call-Off Contract

N/A

2.2.3 Additional Call-Off Contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Request for Tender. These are described in Section 3.

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Dates for Site Visit (if applicable)	N/A
Closing date for Receipt of Tenders	As specified on title page
Clarification / verification meetings (if anticipated)	N/A
Award decision	Price and Quality
Framework Agreement Commencement	Q3 2026

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

2.4 Numbers admitted to the Framework

The framework agreement will be established as a multi-party framework agreement with **three (3)** economic operators, subject to that number meeting the minimum criteria and rules.

In the absence of sufficient numbers qualifying for admittance to the framework, the Contracting Authority reserves the right to establish the framework with the qualifying parties, even where this may result in only one party qualifying.

2.5 Duration of the Framework Agreement

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

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

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed **€150,000 excluding VAT**. The likely value of contracts to be awarded under the framework will be in the region of €40,000-€75,000

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

2.6.1 Estimated Value of the initial call-off Contract

N/A

2.7 Awarding Contracts under the Framework Agreement

In the case of a multi-party framework agreement contracts may be awarded as follows:

2.7.1 Mini Competitions

Through invitation to a mini competition of all the firms admitted to the framework agreement. On each occasion, a Supplementary Request for Tender will be issued detailing the scope of requirements, the award criteria, a closing date and time and methodology for submission of responses.

Mini-Tenders will operate for the following types of contracts: all contracts offered in this framework.

2.8 Right to tender outside of the Framework Agreement

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

2.9 Compliance with the Framework Agreement Terms and Conditions

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at Appendix 1.

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 on Instructions for Tenderers.

2.10 Contract Terms and Conditions

In addition, tenderers should review the Contract Terms and Conditions which will apply to each discrete assignment under the framework, as appended at the relevant Appendix 1. Award to Runner Up.

2.11 Award to Runner Up

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

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

3 Detailed Specification of Requirements

3.1 Scope of Requirement under the Framework Agreement

The framework agreement will be established on foot of this tender competition as means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded for the preparation of Environmental Reports relating to any Variation to the County Development Plan to extend the life of the current County Development Plan.

The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

The Services for the proposed Variation comprise:

1. A Strategic Environmental Assessment (SEA), Strategic Flood Risk Assessment (SFRA), and Appropriate Assessment (AA) of the proposed Variation to the Louth County Development Plan 2021-2027, to extend the life of the Plan.

Louth County Council's Forward Planning section are in the preliminary stages of preparing a Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan.

Tenders are invited from suitably qualified and experienced environmental and planning consultants or a multidisciplinary consultancy to:

- a) undertake an appropriately scaled Strategic Environmental Assessment (SEA) for the proposed Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan, which complies with the principles and requirements of the SEA Directive 2001/42/EC, European Communities (Environmental Assessment of Certain Plans and Programmes) Regulations 2004 as amended by S.I. No. 200 of 2011 (European Communities (Environmental Assessment of Certain Plans and Programmes) (Amendment) Regulations 2011) and S.I. No. 201 of 2011 Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2011), S.I. No. 456 of 2025 (Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2025 and S.I. No. 463 of 2025 (Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2025, respectively.
- b) undertake a Strategic Flood Risk Assessment (SFRA) of the proposed Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan, in accordance with the principles and requirements of The Planning System and Flood Risk Management - Guidelines for Planning Authorities (OPW/DoEHLG 2009) and Circular PL2/2014, the National Catchment Flood Risk Assessment and Management (CFRAM) programme and River Basin Management Plans, the Water Framework Directive (2000/60/EC), and the Floods Directive (2007/60/EC).
- c) undertake an Appropriate Assessment (AA) of the proposed variation to the Louth County Development Plan 2021-2027, to extend the life of the current Plan, as may be required under the European Communities (1992) Council Directive 92/43/EEC (the Habitats Directive).

The tender should demonstrate an appropriate understanding of SEA, SFRA and AA within the context of County Development Plans and the hierarchy of spatial land use plans.

The SEA Directive and the Habitats Directive requirements supersede national laws and regulations in the event that conflicts arise. However, national requirements may be more stringent than the Directive requirements, and where this is the case, national requirements must be followed. The Consultant shall make the Planning Department of Louth County Council fully aware of all the requirements set down by the SEA Directive and the Habitats Directive and associated legislation and shall bring potential conflicts to the attention of the Council in at an early stage for an agreed resolution.

1.1 Requirement for Environmental Assessment

In accordance with the Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2004, there is a statutory requirement for Environmental Assessment and the preparation of an environmental report for Development Plans where the population or target population of the area of the planning authority is 10,000 persons or more.

The Planning System and Flood Risk Management - Guidelines for Planning Authorities include a requirement for the preparation of a Strategic Flood Risk Assessment as part of the Local Area Plan process.

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Article 2 of the Directive requires the maintenance or restoration of habitats and species populations of interest at favourable conservation status. This is achieved through the protection and management of the network of protected areas referred to as the Natura 2000 network. This includes Special Areas of Conservation (SACs) designated under the ‘Birds Directive’ (Council Directive 2009/147/EC on the conservation of wild birds). The Birds Directive provides, inter alia, protection for the habitats of endangered and migratory bird species through the establishment of a coherent network of Special Protection Areas (SPAs) comprising all the most suitable territories for these species in the EU.

Articles 6(3) and 6(4) of the Habitats Directive require Appropriate Assessment of plans and projects likely to have a significant impact on the ecological integrity of any Natura 2000 sites. This means that the effects of such plans/projects on Natura 2000 sites need to be assessed, and mitigation measures put in place as appropriate, to ensure that the ecological integrity of these sites is maintained.

Terms of Reference:

Strategic Environmental Assessment

1 To undertake a Strategic Environmental Assessment (SEA) of the proposed Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan, at an appropriate scale, which both complies with the requirements of the SEA Directive and associated legislation and guidelines.

2 To ensure that potential significant environmental impacts associated with the proposed Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan, are fully assessed at an appropriate scale and inform the emerging policy objectives

of the Plan through the development of alternatives, preferred alternative, mitigation and monitoring of the Plan.

3 To work with Louth County Council in examining the most sustainable land use scenarios across the County. It is anticipated that this exercise will help develop alternatives in the context of SEA. There will be a requirement to map and/or model these alternatives.

4 To work with Louth County Council to ensure that issues regarding Strategic Flood Risk Assessment and River Basin Management and associated Programmes of Measures are incorporated into the SEA and taken account of in the proposed Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan.

Strategic Flood Risk Assessment

1. To undertake a Strategic Flood Risk Assessment (SFRA) of proposed Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan in accordance with the principles and requirements of 'The Planning System and Flood Risk Management - Guidelines for Planning Authorities (OPW and DoEHLG 2009) and Circular PL2/2014, the National Catchment Flood Risk Assessment and Management (CFRAM) programme and River Basin Management Plans, the Water Framework Directive (2000/60/EC), the Floods Directive (2007/60/EC).

Appropriate Assessment

1. To carry out, initially, a screening process for Appropriate Assessment (AA) as required by the Habitats Directive to determine what impacts the proposed Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan, are likely to have on any Natura 2000 sites.

2. Subject to the results of the screening exercise, to undertake a full AA, separate to but informing the SEA process, based on best scientific knowledge to assess the impact of proposed Variation of the Louth County Development Plan 2021-2027 to extend the life of Plan, on Natura 2000 sites and where there are likely to be adverse impacts to propose appropriate mitigation measures

Reporting Arrangements

The client will require that a named senior principal of the firm tendering will be responsible for the overall management and delivery of this project. The Consultant will report to the Contracts Manager for this project in the Planning Department, Louth County Council as required, in relation to this element of the contract.

The Consultant will be expected to:

- Meet with the relevant Planning Department officials from Louth County Council, at intervals to be agreed prior to their formal appointment to input into the Development Plan review. This will be in addition to the normal form of communication via telephone and e-mail.
- Make presentations to the Elected Members of Louth County Council, as required, at Council meetings during the draft and amendment stages of the Development Plan.

It is essential that the successful Consultants make available frontline staff (that is, staff working on technical issues, data collation, methodologies and reporting) for meetings and liaison with Louth County Council), as required.

Note: Any materials produced in the course of the plan will become the property of Louth County Council and will carry Louth County Council logos.

Timescale

It is anticipated that there will be a requirement for at least a Variation to the County Development Plan over the next 12-18 months, to extend the life of the current County Development Plan.

It should be noted that the Section 58 of the Planning and Development Act 2024 (as amended) sets out a tight timeframe for the variation of existing Development Plans and as such the consultants will be required to work in a timely and efficient manner.

Outputs

All reports and associated mapping produced shall be submitted in electronic format to the Council's specification and shall become the property of Louth County Council. All mapping shall be provided in appropriate and fully completed GIS format to allow uploading onto Louth County Council's mapping system. The final report should be of an appropriate design and must be in a format which is easily downloadable by the public. This format will be determined by Louth County Council.

3.2 Details of Additional Contracts under the Framework Agreement

Possible Additional Contracts

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

It is anticipated that National Planning Statements will be issued by the Department of Housing, Local Government and Heritage under Section 25 of the Planning and Development Act 2024 (as amended) over the next 12-18 months. Environmental Reports relating to the Variation to the County Development Plan, to incorporate any National Planning Statements published by the DHLGH under Section 25 of the Planning and Development Act 2024 (as amended) into the County Development Plan will be required.

The Services comprise the preparation of a Strategic Environmental Assessment (SEA), Strategic Flood Risk Assessment (SFRA), and Appropriate Assessment (AA) of the proposed Variation to the Louth County Development Plan 2021-2027, to incorporate any National Planning Statements published by the DHLGH under Section 25 of the Planning and Development Act 2024 (as amended) into the County Development Plan.

Tenders are invited from suitably qualified and experienced environmental and planning consultants or a multidisciplinary consultancy to:

- a) undertake an appropriately scaled Strategic Environmental Assessment (SEA) for the proposed Variation of the Louth County Development Plan 2021-2027 to incorporate any National Planning Statements published by the DHLGH under Section 25 of the Planning and Development Act 2024 (as amended) into the County Development Plan, which complies with the principles and requirements of the SEA Directive 2001/42/EC, European Communities (Environmental Assessment of Certain Plans and Programmes) Regulations 2004 as amended by S.I. No. 200 of 2011 (European Communities (Environmental Assessment of Certain Plans and Programmes) (Amendment) Regulations 2011) and S.I. No. 201 of 2011 Planning and Development (Strategic Environmental Assessment)

(Amendment) Regulations 2011), and S.I. No. 463 of 2025 (Planning and Development (Strategic Environmental Assessment) (Amendment) Regulations 2025, respectively. respectively.

b) undertake a Strategic Flood Risk Assessment (SFRA) of the proposed Variation of the Louth County Development Plan 2021-2027 to incorporate any National Planning Statements published by the DHLGH under Section 25 of the Planning and Development Act 2024 (as amended) into the County Development Plan, in accordance with the principles and requirements of The Planning System and Flood Risk Management - Guidelines for Planning Authorities (OPW/DoEHLG 2009) and Circular PL2/2014, the National Catchment Flood Risk Assessment and Management (CFRAM) programme and River Basin Management Plans, the Water Framework Directive (2000/60/EC), and the Floods Directive (2007/60/EC).

c) undertake an Appropriate Assessment (AA) of the proposed variation to the Louth County Development Plan 2021-2027, to incorporate any National Planning Statements published by the DHLGH under Section 25 of the Planning and Development Act 2024 (as amended) into the County Development Plan, as may be required under the European Communities (1992) Council Directive 92/43/EEC (the Habitats Directive).

The tender should demonstrate an appropriate understanding of SEA, SFRA and AA within the context of County Development Plans and the hierarchy of spatial land use plans.

The SEA Directive and the Habitats Directive requirements supersede national laws and regulations in the event that conflicts arise. However, national requirements may be more stringent than the Directive requirements, and where this is the case, national requirements must be followed. The Consultant shall make the Planning Department of Louth County Council fully aware of all the requirements set down by the SEA Directive and the Habitats Directive and associated legislation and shall bring potential conflicts to the attention of the Council in at an early stage for an agreed resolution.

3.3 Site Visits

Not used.

3.4 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 contract management activities will be non-billable.

4 SELECTION CRITERIA

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

4.1 Use of the European Single Procurement Document

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

4.2 Relying on the Standing of Other Entities

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

Tenderers are reminded that they may rely on the resources of other entities 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 operators¹. 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.

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).

- 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 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.

4.3 General, Legal and Financial Requirements

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

General Information

Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable. Please complete this section in the TRD.

Declarations

- Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document.
- Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.
- Complete a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response will be accepted as evidence of compliance.
- Complete the Declaration regarding the International Procurement Instrument (2022/1031) and article 5K of Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.
- The Contracting Authority may decide to examine tenders before verifying the absence of exclusion grounds in Regulation 57 of the regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria. However, notwithstanding anything contrary in this part 2.4, The Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any of the following for the purposes of verification of the status of the tenderer (including Prime Contractor and any Subcontractor).
 - (i) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established.
 - (ii) and information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of

prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition. • If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.	
Tax compliance, Financial Capacity and Insurances	
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.
Financial capacity	(a) Confirmation that the tendering party turnover exceeded €80,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of 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.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million (Insurance must include indemnity to Louth County Council or principal) • Public Liability - €2.6 million (Insurance must include indemnity to Louth County Council or principal) • Professional Indemnity - €1 million

Additional Key Information: If awarded a contract under this competition.

(i) the economic operator will obtain and hold the types and levels of insurance as

specified and required

- (ii) the territorial limits and jurisdiction of its insurance policies to include Ireland
- (iii) the economic operator confirms that they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above

A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful tenderer(s) prior to the award of (and shall be a condition of) any contract.

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

- (i) immediately advise the Contracting Authority of any material change to its insured status
- (ii) produce proof of current premiums paid upon request
- (iii) provide valid certificates of insurance upon request

4.4 Technical Capacity Requirements

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

Previous Contracts / Experience

Tenderers must provide information clearly demonstrating successful delivery of **three (3)** instances of previous comparable experience/projects, involving the features as defined in the TRD. These projects should be within the last five (5) years. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise. The 3 instances must be from different sources/projects.

Please note that responses are limited to 2 x A4 pages per project and should be type with a minimum size 11 font and single line spacing.

Note #1: All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required.

Note #2: In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

Note #3: Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects must be from the 3rd party identified in the TRD.

Note #4: Tenderers will note that they are to provide contact details for referees for each reference project. The Contracting Authority has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by the Contracting Authority. Tenderers should note that the Contracting Authority may at its discretion contact all referees or referees for the successful Tenderers only. Tenderers must note that this is a pass/fail criterion and the Contracting Authority may deem a tender inadmissible based on the feedback received from the referees indicated in the submission, where applicable.

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD. Please note that multiple skills may reside in the same person.	
Skillset Required	Minimum Number
Qualifications relevant to the preparation of Strategic Environmental Assessment, Strategic Flood Risk Assessment, and Appropriate Assessment. This may include Environmental Management, Biodiversity, Flood Risk Management, Environmental Planning, and Geographical Information Systems	Two (2). Note the relevant skills may reside in one (1) person
Technical Equipment and Resources	
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.	
Technical Equipment & Resource Required	Minimum Requirement
Microsoft Programs including MS Word, Excel, Powerpoint, and Teams GIS Program Infographic Tool for Visuals	2 of each
Health & Safety Management System	
Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.	

5 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.

In relation to the award criteria to be applied in mini competitions, please refer to the framework agreement terms and conditions, as the award criteria for such competitions may vary and may be based on some or all of the criteria below with the addition of other criteria. The contracting authority may also vary the weightings for mini competitions.

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

Criterion A		Weighting	Maximum Marks	Minimum Marks Required
		30%	3,000	N/A
Title	Cost			
Description	Details of costs shall be set out in the Tender Response Document			
Criterion B		Weighting	Maximum Marks	Minimum Marks
		35%	3,500	2,100
Title	Previous experience, expertise and proposed team structure			
Description	Tenderers are required to submit the following details on a maximum of 2 no. A4 sheets in Calibri size 11 font using single line spacing CV's for those who will be providing a service to Louth County Council and other relevant documentation can be included as an Appendix; • Details of tenderer's experience and expertise in the preparation of SEA, SFRA and AA and how this is relevant to this project. Experience in carrying out SEA at County Development Plan and in the areas of transport and land use planning is particularly pertinent (specific examples should be stated and/or provided); as is experience and expertise, (including relevant terrestrial and freshwater ecological expertise), in carrying out Strategic Flood Risk Assessments and Appropriate Assessments at the spatial scale required in this case; • Details of any other relevant experience (other than SEA, SFRA, or AA) with examples; • Proposed project team structure, core team members, management team and technical support.			

	• Quality and experience of key members of the proposed management team, including qualifications and description of relevant experience in SEA, SFRA, and AA; • Relevant experience and qualifications of each other team member; • Details of ability to use data management and analysis techniques; • Details of the tenderer's current in-house available data that would be relevant and useful to an SEA, SFRA and an AA of the programme of work involved in this project; and • GIS and mapping capabilities			
Criterion C		Weighting	Maximum Marks	Minimum Marks
		30%	3,000	1,800
Title	Project Methodology and understanding			
Description	Tenderers are required to submit the following details on a maximum of 2 no. A4 sheets in Calibri size 11 font using single line spacing: • An understanding of the nature and extent of the role of the County Development Plan within the hierarchy of land use plans, of the existing issues and challenges within county Louth and how these relate to the required outputs of the SEA, SFRA, and AA; • A brief outline of the techniques/methods proposed to facilitate the assessments required for SEA, SFRA and AA; • Details of the envisaged iterative processes between the SEA, SFRA and AA, including proposed communication channels between the Planning Department team in Louth, and the consultants; Tenderers are required to outline their methodology for the delivery of the service with reference to the specified requirements of this document including reference material to be used, consultation planned and all other significant elements of the service required.			
Criterion D		Weighting	Maximum Marks	Minimum Marks
		5%	500	300
Title	Green Procurement			
Description	Tenderers are required to submit the following details on a maximum of 2 no. A4 sheets in Calibri size 11 font using single line spacing: Details of the approaches to reduce the environmental impact of the project. Examples may include the use of energy efficient technology or having an environmental management system in place.			

NOTE 1: 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.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

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

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Interpretation
90 – 100%	An excellent response that fully meets requirements and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
80 – 89%	A very good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a high standard.
70 – 79%	A good response demonstrating a good understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
60 – 69%	A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to a satisfactory standard but does not provide sufficiently convincing assurance to award a higher mark.
50 – 59%	An average response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a risk that the delivery of the Contracting Authority's requirements may not be successful.
Less than 50% is unacceptable and considered ineligible from further consideration	
25 – 49%	Response demonstrates limited understanding with insufficient or no detail with a significant risk of non-delivery.

1 – 24%	Response demonstrates very limited understanding of the requirements and has fundamental flaws and insufficient detail is provided, and/or the response has fundamental flaws, lacking credibility with a significant risk of non-delivery.
0%	No response or response completely fails to address the criterion under consideration

5.3 Post Tender Clarification

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

5.4 Verification

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

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

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

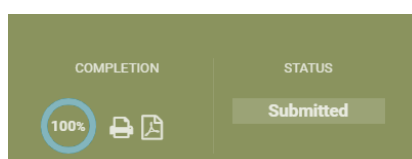
6.1.1 Accessing Documents

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

6.1.2 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.

6.2 Closing date for Tenders

The closing date for tender submission	as specified on the title page
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

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

6.3 Queries

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

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

6.4 Extension of Tender Period

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

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of **24 months** is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a

pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenders / Amending Tender Documents

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

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

6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there

is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

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

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

6.12 Change in the composition of a Tenderer

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

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

6.13 Interference and Inducement to Purchase

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

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

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

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

Potential outcomes can be:

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

6.18 Award Notices

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

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

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

6.23 Knowledge and Skills Transfer

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

6.24 Currency and 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.

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

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

6.30 Late Payment

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

6.31 Data Protection

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

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

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

6.32 Changes in Legislation

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

6.33 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.

6.34 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 factors which might arise based on the withdrawal of the United Kingdom from membership of the EU.