



OPEN PROCEDURE

REQUEST FOR TENDER FOR A CONTRACT

RECOMMENDED FOR BELOW EU THRESHOLD

Scope of Contract	
Offaly County Council invites tenders for Stage (i) – Preliminary Services of the consultancy commission to assess a sustainable long-term leachate management solution for Derryclure Landfill, Killeigh, Co. Offaly. This RFT covers Stage (i) only. Stages (ii)–(v) will be procured separately. The landfill continues to generate leachate requiring ongoing treatment and management. The Council seeks an evidence-based assessment of current and future leachate generation, evaluation of existing infrastructure performance, and identification of feasible long-term treatment options. The outcome of Stage (i) is a Stage Gate Report that determines whether the project proceeds to statutory processes and detailed design.	
Procedure	
Open Procedure – National Level	
Key Dates	
Issue Date	Wednesday, 8 July 2026
Closing Date for Queries	Wednesday, 12 August 2026 at 12:00 (Local Time)
Closing Date for Tender Submissions	Wednesday, 19 August 2026 at 12:00 (Local Time)
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.

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Offaly 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 www.offaly.ie

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the 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 the contract. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

Offaly County Council seeks specialist environmental engineering consultancy services to undertake Stage (i) of the long-term leachate management project for Derryclure Landfill.

Although waste acceptance operations are currently paused, the licensed facility continues to generate leachate that requires ongoing treatment and management, resulting in significant operational costs and environmental obligations. The Consultant will carry out an evidence-based assessment of current and future leachate generation, evaluate the condition and performance of existing leachate management infrastructure, and identify feasible long-term treatment options.

The assessment must consider regulatory requirements, environmental protection, operational practicality, carbon impacts, and whole-life cost. The commission is time-critical to ensure continued EPA licence compliance, protect groundwater and surface waters, and minimise long-term environmental liabilities for the Council.

Stage (i) requires ground investigation and groundwater investigation to verify subsurface conditions, leachate pathways, environmental risks, and infrastructure performance. These works will involve intrusive and non-intrusive investigation methods such as trial pits, boreholes, soil sampling, groundwater sampling, and infiltration/slug tests. The Consultant shall procure, competitively tender, evaluate, appoint, and supervise all subcontracted investigation works in full compliance with Irish public procurement rules.

The expected outcome is a clear, defensible and implementable long-term treatment strategy that preserves future operational flexibility for the site. This strategy will be supported by robust analysis, site inspections, stakeholder engagement, and structured reporting. Regular progress meetings and site visits will form an integral part of Stage (i) to ensure effective governance, timely decision-making and validation of findings.

1. Review existing leachate management arrangements and assess their adequacy, performance and compliance.
2. Quantify current and future leachate generation, taking account of site conditions, climatic factors and long-term landfill behaviour.
3. Assess the condition and performance of existing leachate infrastructure, including collection, storage, pumping and treatment systems.
4. Evaluate feasible long-term treatment options, considering technical, environmental, regulatory and economic factors.

5. Identify the preferred long-term leachate management solution, supported by multi-criteria analysis and high-level cost estimates.
6. Support Offaly County Council in preparing for future procurement stages, including defining scope, requirements and technical inputs for any subsequent works or services.
7. Undertake site visits and attend progress meetings throughout Stage (i) to ensure effective governance, stakeholder engagement and validation of findings.

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Closing date for Receipt of Tenders	As specified on title page
Clarification meetings (if anticipated)	N/A
Award decision	Friday, 22 August 2026
Contract Commencement	Monday, 1 September 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.

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

2.4 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

2.5 Award to Runner Up

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If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3 DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority proposes to engage in a competitive process for the award of a contract as specified hereunder.

3.1 Specification

Throughout the commission, the Consultant shall:

- Undertake site visits as required to inform assessments, design development and procurement support.
- Attend an inception meeting with Offaly County Council.
- Attend regular progress meetings with the Project Manager and Project Steering Group.
- Prepare and circulate meeting agendas, minutes and action trackers.
- Provide monthly progress reports outlining programme status, key findings, risks and mitigation measures.
- Coordinate all specialist inputs and stakeholder engagement activities.

Deliverable

Project Management and Progress Reporting Records.

Stage (i) - Preliminary Services

Sub-Stage (i a) - Project Initiation

Scope

- Inception meeting with Offaly County Council
- Confirm project objectives, constraints, and success criteria
- Establish communication protocols
- Confirm programme, milestones, and reporting structure
- Establish project risk register
- Establish stakeholder register (EPA, Irish Water, OCC Planning, landowners, internal OCC teams)

Deliverables

- Inception Report
- Project Execution Plan
- Communications Plan
- Programme
- Risk Register
- Stakeholder Register

Sub-Stage (i b) - Review of Existing Information

Scope Review all available information including:

- Historic landfill records
- Previous investigations and engineering studies
- EPA licence, reports, correspondence, and monitoring data
- Leachate production records
- Geological and hydrogeological reports
- Irish Water discharge arrangements
- Existing operating costs
- Existing drawings and infrastructure records

Deliverables

- Existing Information Review Report
- Data Gap Analysis

Sub-Stage (i c) - Baseline Assessment

Scope

- Site inspection
- Assessment of existing infrastructure (pumps, tanks, lagoons, pipework)
- Review of leachate storage and pumping systems
- Environmental baseline (groundwater, surface water, habitats).
- Development of Conceptual Site Model (CSM)
- Assessment of future leachate generation (including climate change impacts)
- Assessment of existing system performance
- Undertake mandatory ground investigation and groundwater investigation, including trial pits, boreholes, soil sampling, groundwater sampling, infiltration/slug tests, and any other intrusive or non-intrusive works required to verify subsurface conditions, leachate pathways, environmental risks, and infrastructure performance.
- The Consultant shall procure and manage all subcontracted investigation works in full compliance with Irish public procurement rules, ensuring competitive tendering, transparent evaluation, and appropriate oversight.

Deliverables

- Baseline Assessment Report
- Conceptual Site Model
- Leachate Generation Assessment
- Existing System Performance Review
- Ground and Groundwater Investigation Report, including subcontractor procurement documentation, tender evaluation records, field logs, laboratory results, and interpretation.

Sub-Stage (i d) - Options Assessment

Scope Assess all feasible long-term leachate management options in accordance with Section 3.2 - Details of Options, including:

- Continuation of existing arrangements
- On-site treatment options (mechanical, passive, hybrid)
- Constructed wetlands / reed beds
- Membrane systems / SBR
- New lagoons
- Surface water diversion
- Landfill capping
- Combination options
- Alternative ownership, disposal or transfer of the landfill

Each option shall be assessed using:

- Multi-Criteria Analysis (MCA)
- Cost-Benefit Analysis (CBA)
- Whole-life cost modelling
- Carbon assessment
- Environmental risk assessment
- Regulatory pathway analysis
- Climate resilience assessment
- Sensitivity analysis

Deliverables

- Options Appraisal Report
- Multi-Criteria Analysis
- Cost-Benefit Analysis
- Preferred Option Recommendation

STAGE GATE (i) - Preliminary Services

Objective

Confirm that sufficient information has been gathered to understand the existing leachate management arrangements, environmental constraints, regulatory obligations, and feasible long-term options, and that the preferred option is justified and supported by evidence.

Consultant Deliverables

The Consultant shall submit the full set of deliverables from Sub-Stages (i a) to (i d):

From Sub-Stage (i a) - Project Initiation

- Inception Report
- Project Execution Plan
- Communications Plan
- Programme
- Risk Register
- Stakeholder Register

From Sub-Stage (i b) - Review of Existing Information

- Existing Information Review
- Data Gap Analysis

From Sub-Stage (i c) - Baseline Assessment

- Baseline Assessment Report
- Conceptual Site Model
- Ground and Groundwater Investigation Report, including procurement documentation, tender evaluation records, field logs, laboratory results, and interpretation of subsurface conditions relevant to leachate pathways and infrastructure performance.
- Existing System Performance Review

- Leachate Generation Assessment

From Sub-Stage (i d) - Options Assessment

- Options Appraisal Report
- Multi-Criteria Analysis
- Cost-Benefit Analysis
- Sensitivity Analysis
- Ownership/Disposal Feasibility Assessment
- Preferred Option Recommendation

Offaly County Council Review

The Council shall confirm that:

- The existing system has been fully assessed
- Ground and groundwater investigation has been completed and procured in full compliance with Irish public procurement rules, including competitive tendering, transparent evaluation, and appropriate oversight.
- Environmental constraints have been identified
- Operational costs are clearly quantified
- Future leachate generation has been robustly assessed
- The Conceptual Site Model is complete and accurate
- A sufficient range of options has been considered
- Each option has been evaluated using MCA, CBA, WLC, carbon, risk and regulatory analysis
- Ownership/disposal feasibility has been assessed
- The preferred option is justified and evidence-based
- The regulatory pathway is understood and viable

Approval Decision

- ☐ Approved
- ☐ Approved subject to comments
- ☐ Revise and resubmit
- ☐ Rejected

Payment

Payment will be made upon acceptance of Stage (i) deliverables Ownership/Disposal Feasibility Assessment.

3.2 Details of Options

The Consultant shall develop and assess all feasible long-term leachate management options for Derryclure Landfill. The purpose of this assessment is to identify a technically robust, environmentally compliant, financially sustainable and operationally practical long-term solution that minimises Offaly County Council's liabilities and ensures continued EPA licence compliance.

3.2.1 Options to Be Assessed

The Consultant shall assess a comprehensive range of feasible options, including but not limited to:

- Option A – Continuation of existing arrangements
- Option B – Integrated Constructed Wetland (ICW)
- Option C – Mechanical Treatment Plant
- Option D – Hybrid Treatment System
- Option E – Alternative discharge or treatment arrangements
- Option F – Passive or nature-based treatment systems
- Option G – Combination or phased options
- Option H – Alternative ownership, disposal or transfer of the landfill

The Consultant may propose additional options where justified by evidence.

3.2.2 Mandatory Evaluation Criteria

Each option shall be evaluated using a structured, evidence-based methodology. At a minimum, the Consultant shall assess:

Technical Performance

- Treatment effectiveness
- Ability to meet EPA licence discharge limits
- Reliability and operational resilience
- Infrastructure requirements
- Constructability and phasing constraints

Environmental Performance

- Environmental risk (groundwater, surface water, habitats)
- Climate change resilience
- Carbon impact (operational + embodied carbon)
- Long-term environmental liabilities

Regulatory Compliance

- EPA licence implications
- Requirements for licence review or modification
- Planning permission requirements
- Statutory constraints and approvals pathway

Financial Assessment

- Capital cost
- Operational cost
- Whole-life cost (minimum 30-year horizon)
- Maintenance burden
- Cost uncertainty and sensitivity analysis

Operational Considerations

- Staffing and operational complexity
- Monitoring requirements
- Energy use
- Maintenance frequency and specialist inputs

Programme Implications

- Delivery timeline
- Dependencies and critical path
- Seasonal constraints
- Procurement implications

Risk Assessment

- Environmental risk
- Regulatory risk
- Operational risk
- Financial risk
- Programme risk
- Residual risk after mitigation

Ownership / Disposal Feasibility

For each option, the Consultant shall assess whether the option would be:

- More or less favourable under continued Council ownership
- Feasible under alternative ownership or operational models
- Capable of reducing long-term liabilities
- Transferable under EPA licence conditions

- Attractive or unattractive to potential third-party operators

This assessment shall be strictly evidence-based and shall not constitute a recommendation to divest.

3.2.3 Required Analytical Methods

The Consultant shall apply the following analytical tools:

- Multi-Criteria Analysis (MCA)
- Cost-Benefit Analysis (CBA)
- Water balance modelling
- Leachate generation modelling
- Treatment performance modelling
- Climate change sensitivity modelling
- Environmental risk matrix
- Regulatory pathway analysis
- Whole-life cost modelling
- Sensitivity analysis for key assumptions

All assumptions shall be clearly stated and justified.

3.2.4 Required Deliverables

The Consultant shall prepare the following deliverables:

- Options Assessment Report
- Multi-Criteria Analysis (MCA)
- Cost-Benefit Analysis (CBA)
- Sensitivity Analysis
- Ownership/Disposal Feasibility Assessment (This assessment shall not constitute a recommendation to divest or transfer ownership).
- Preferred Option Recommendation
- Summary of key risks, uncertainties and dependencies

The Options Assessment Report shall clearly demonstrate:

- How each option performs against the mandatory criteria
- How risks and uncertainties were evaluated
- How the preferred option was selected
- How ownership/disposal feasibility affects long-term liabilities
- How the preferred option aligns with EPA licence obligations
- How the preferred option supports long-term sustainability

3.3 Duration

The contract will be for a period of 120 days.

The Contracting Authority may extend the contract by up to 30 days at its sole discretion.

3.4 Indicative budget

The indicative budget for the contract is €50,000 – €100,000 (ex VAT)

3.5 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

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

NOTE: Contract management activities are included in the lump-sum fee.

4 SELECTION CRITERIA

The Contracting Authority is using the **open** procedure for the award of this contract, 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 to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.3 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 your 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.	
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.	
Financial	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners and in their country of establishment.
Turnover	(a) Confirmation that the tendering party turnover exceeded €200,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Professional Indemnity - €1.25m

5 AWARD CRITERIA

2A Request for Tender Contract Open Procedure 2022

Only tenders that meet all Selection Criteria and are deemed valid and responsive will be evaluated under the Award Criteria. The contract will be awarded on the basis of the Most Economically Advantageous Tender (MEAT).

The total maximum score available is 100 marks.

Criterion A		Weighting	Maximum Marks	Minimum Marks Required
		25%	25	N/A
Title	Cost			
Description	Price will be scored using the proportional formula: $\text{Cost Score} = \left(\frac{\text{Lowest Tender Price}}{\text{Tenderer's Price}} \right) \times 25$ Tenderers must submit a single lump-sum price for Stage (i).			
Criterion B		Weighting	Maximum Marks	Minimum Marks Required
		25%	25	12
Title	Methodology & Understanding			
Description	Tenderers must demonstrate: • A clear understanding of the project context, constraints and objectives • Awareness of EPA licence obligations and environmental risks • Understanding of existing leachate management challenges • A robust, logical and evidence-based methodology for delivering Stage (i) • A realistic and structured approach to data gathering, analysis and reporting • Identification of key risks and proposed mitigation measures Marks will reflect clarity, relevance, feasibility and depth of insight.			
Criterion C		Weighting	Maximum Marks	Minimum Marks Required

		20%	20	10
Title	Relevant Experience			
Description	Tenderers must demonstrate experience delivering comparable projects, including: • Landfill leachate management • Environmental/wastewater treatment assessments • EPA-regulated projects • Multi-criteria option assessment • Environmental risk assessment • Infrastructure performance evaluation Marks will reflect relevance, complexity, outcomes achieved and applicability to Derryclure.			
Criterion D		Weighting	Maximum Marks	Minimum Marks Required
		15%	15	7
Title	Personnel & Skills			
Description	Tenderers must provide details of the proposed team, including: • Project Director • Project Manager • Chartered Environmental Engineer • Hydrogeologist • Civil Engineer • Process Engineer • Quantity Surveyor • PSDP • Ecologist (if required)			

	Marks will reflect qualifications, experience, clarity of roles, allocation of time and team structure.		
Criterion E	Weighting	Maximum Marks	Minimum Marks
	8%	8	N/A
Title	Programme & Risk Management		
Description	Tenderers must provide: • A realistic programme for Stage (i) • Clear milestones and dependencies • Identification of critical path • A Stage (i) risk register • Mitigation strategies Marks will reflect feasibility, clarity and risk awareness.		
Criterion F	Weighting	Maximum Marks	Minimum Marks
	7%	7	N/A
Title	Technical Resources & Systems		
Description	Tenderers must demonstrate access to: • GIS capability • Sampling equipment • Flow monitoring equipment • Hydrogeological modelling software (e.g., MODFLOW) • Process modelling software (e.g., BioWin) • CAD/BIM capability • Secure digital document management systems Marks will reflect adequacy, relevance and readiness of resources		

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

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

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible from further consideration		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and classified as inadmissible.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and classified as inadmissible.

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

Note: where there is a tie-break, the economic operator with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the economic operator with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

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

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 Meetings

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

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

5.5 Clarification of Abnormally Low Tenders

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

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 award of any contract.

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

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

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

To submit a document to the electronic postbox, 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 eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

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.

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 **60 days** 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 Tenderers / 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.

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:

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

6.18 Award Notices

Following the award of the contract, an award notice will be dispatched to 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 Payment

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, 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.