

West Limerick Resources CLG

Request for Tenders for the rollout of the Tidy Towns Capacity Building Training Programme

Procedure: Open Procedure

Deadline for receipt of queries: 24/08/2026

Closing Date: 07/09/2026

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2. INTRODUCTION & BACKGROUND INFORMATION

West Limerick Resources (WLR) is a local development company charged with the implementation of the 2023 to 2027 LEADER Programme on behalf of Limerick Local Community Development Committee. The LEADER Programme includes themes that reflect the overarching needs of rural Ireland. They reflect the key challenges facing rural Ireland, with regard to economic recovery, employment creation, tackling social exclusion and reducing the impact of global warming and resource depletion.

2.1 SCOPE OF INVITATION TO TENDER

The objective of this RFT is to seek suitable external expertise to roll out the Tidy Towns Capacity Building Training.

The purpose of this programme is to provide training supports to tidy towns and other environmental interest groups in the areas of sustainability, community gardening and heritage. Participants will receive one-to-one supports as well have opportunities for shared learning.

The detailed information on the scope of the work, Geographical area and key deliverables can be viewed in Section 4 – Requirements.

2.2 INDICATIVE TIMELINE*

13/08/2026	ITT Published
24/08/2026	Latest date for queries
07/09/2026	Closing Date for Tenders to be received in WLR. Electronic submission required.
21/09/2026	Envisaged date for notification of results of tender
04/01/2027	Envisaged date for commencement of contract agreement. (Note: Subsequent to confirmation of Funding)
12 Months	Indicative Initiative Duration

*It is the intention to abide by the above dates however, the awarding authority reserves the right to change these dates if necessary.

2.3 AWARDING AUTHORITY

West Limerick Resources CLG,
St. Mary's Road,
Newcastle West,
Co. Limerick

3. DISCLAIMERS

3.1 GENERAL DISCLAIMER

WLR may not be held liable for any loss or cost incurred by any tenderer relating to this process

3.2 COSTS & EXPENSES

Tenderers shall bear all costs associated with the preparation and submission of their tender and WLR shall not be responsible or liable for any costs or expenses incurred by tenderers in the preparation of tenders or any associated work effort – bidder's conference, interviews, presentations or demonstrations – regardless of the conduct or outcome of the procurement process

3.3 RIGHT TO CANCEL

WLR reserves the right without advance notice (and without giving reasons, unless so required) to terminate the RFT process. This RFT does not represent a commitment to enter any contract.

3.4 RIGHT NOT TO AWARD CONTRACT

WLR reserves the right to reject all tenders if none, in its opinion, adequately satisfies the requirements, or if WLR's circumstances change for whatever reason. WLR may subsequently re-issue another RFT.

3.5 RIGHT TO EXTEND CLOSING DATE

WLR reserves the right, and at its sole discretion, to extend the closing date for receipt of tenders by giving notice via email (or via e-tenders) to all parties who have expressed an interest in the notice via eTenders before the original closing date.

3.6 LOWEST COST TENDER

WLR does not bind itself to accept the lowest cost or any tender.

3.7 MORE THAN ONE SUPPLIER

WLR reserves the right to reject in whole or in part any or all tenders received and to source the requirement with more than one supplier.

3.8 PUBLICITY

The tenderer should note that WLR may make public the number of valid tenders and publish the name of any successful tenders.

3.9 ADEQUACY OF REQUIREMENTS

Whilst every effort has been made to adequately describe the requirements arising from this procurement, it is for tenderers to gauge the extent of the work effort and resources required to meet the requirements.

4. REQUIREMENTS

4.1 SCOPE OF WORK

Limerick has one of the most active tidy towns networks in the country with over 57 localities applying to the national Tidy Towns Competition and Limerick's Going for Gold. The commitment by these volunteers is evident as year on year sees improving results and awards won and retained. Continuous capacity building of our tidy towns groups will ensure the sustainability of these groups as well as improved actions and results in our towns and villages.

Capacity building for Tidy Towns groups is about strengthening the skills, resources, and long-term sustainability of the volunteer committees that keep towns clean, vibrant, and environmentally responsible. The national Tidy Towns judging system now heavily rewards sustainability, biodiversity, and long-term environmental planning.

Through community engagement and review of Limerick's Tidy Towns scores, sustainability training is now a priority. Groups have identified areas for support under biodiversity planning, climate resilience, circular economy projects, waste reduction, energy efficiency, education and awareness as well as heritage conservation.

GEOGRAPHIC AREA

This initiative will be open to community groups and tidy towns groups from across County Limerick (city excluded). Training events will advertised publicly for participants to attend from across County Limerick. Up to 8 tidy towns groups (or 48 hrs total) will be supported through one-to-one supports.

OVERALL OBJECTIVE

Tidy Towns are community based voluntary groups that work to improve the local environment, heritage and overall quality of life in towns and villages. They make our communities better places to live, work, and visit. These groups strengthen local identity and heritage, contributing to Ireland's and Limerick's cultural landscape. Most importantly, the tidy towns groups support and protect the local environment, biodiversity and climate resilience.

To ensure their continued community stewardship and success, capacity building supports are essential. This training initiative aims to support tidy towns groups into the future and equip them with the necessary skills to continue their focus on sustainability, biodiversity protection and heritage preservation and promotion. The overall main objective is to inspire participating tidy towns and community groups to prioritise sustainability and greener actions.

PROPOSED METHODOLOGY

Group training sessions: Training events to be hosted throughout the county of Limerick with an option for participants to log in online. Training sessions to cover include but are not limited to the following

- Sustainability – training should focus on how to address and maximise success in the Sustainability in the Tidy Towns Competition
- Community Gardens and Planting for sustainability – training to be provided to support the establishment of new and enhance existing community gardens, with a focus on how these can contribute to wider Tidy Towns activities
- Heritage - training in best practice in how tidy towns groups interact with and promote local heritage resources.
- (15 hours direct engagement groups plus preparatory time as required.)

Site visits to 2 areas of best practise (within Munster)

- Trainer to arrange field trips to showcase projects of exceptional sustainable efforts. (2 x 1 days). Proposals should factor in costs associated with transporting groups, refreshments and training resources where required.

One-to-One support to individual tidy towns groups:

- Trainer to review and give feedback on Tidy Towns results
- Trainer to review and give feedback on existing Biodiversity Plans
- Advise and mentoring to groups based on their own identified needs (48 hours direct engagement groups plus preparatory time as required.)

INITIATIVE OUTPUTS

The initiative will deliver the following:

- Up to 40 people avail of group training
- Ensure long-term sustainability of tidy towns groups, volunteer retention and motivation
- Strengthen civic pride and community cohesion
- Support Ireland's national biodiversity and climate goals
- Improve sustainability measures and projects
- Improved environmental quality
- Development of evidence based biodiversity actions
- Development of climate-resilient projects
- Reduced waste and smarter resource use
- Higher competition scores

PRECONDITIONS NECESSARY TO START PROJECT

Those tenders should determine any preconditions necessary for the start of project activities and make recommendations on any amendments to the proposed phasing of project activities considered necessary.

REPORTING

Reporting deadlines will apply. An interim report must be submitted with each claim for payment and a final report submitted on project completion. Trainers will also be required to maintain records of training and training participation in line with LEADER Operating Rules.

ASSISTANCE TO THE CONSULTANTS BY THE CONTRACTING AUTHORITY

The Contracting Authority will make available the following information to the chosen contractor(s) and trainer(s):

- all relevant reports, documents, maps and data available to date.
- contact details of stakeholders as appropriate

FUNDING ACKNOWLEDGEMENT AND LOGO REQUIREMENTS

All presentation and study materials MUST include the WLR logos and that of any other funder logos required. Logos used will need to be pre-authorised by WLR.

Resulting report will be made available to West Limerick Resources, Limerick LCDC and other project partners (if applicable) and may be provided by WLR to the LEADER Network.

5. TENDER PROCEDURE

5.1 ADHERENCE TO TENDER PROCESS

The tenderer process must be strictly adhered to as outlined in this document. Any deviation may render a tender ineligible.

It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline as outlined. Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and are cautioned to check the accuracy of their tender prior to submission.

5.2 PROCEDURES FOR CHANGES TO THE ITT

WLR reserves the right to amend the ITT in situations where further clarification is required and/or modified functionality needs to be achieved.

5.3 FORMAT OF TENDER RESPONSE

Contractors should submit their response to this ITT by completing the documentation specified in the Appendices and address the following topics. Incomplete forms or failure to provide the information or documentation requested will be grounds for exclusion from the competition.

Responses to this invitation to Tender Document will be evaluated solely on the quality of the content of the proposal. In the event that the Tenderer has previously provided services to West Limerick Resources CLG, they should not assume that the Contracting Authority is aware of their ability to carry out the services required under this tender. No recognition will be given for information previously submitted to WLR. The onus is on Tenderers to ensure that their proposals are complete in every aspect.

COMPANY SUMMARY

Tenderers should provide an overview of their organization detailing the following:

- Full contact details
- Duration of existence
- Legal Status
- Number of employees
- Company profile
- Summary of principal areas of activities
- Details of any subcontracting proposed and an overview of the subcontractor's technical and economic capacity.

METHODOLOGY

On the basis of the proposed time schedule outlined in this document, the consultants will prepare a detailed methodology including work plan in their offer. The work plan should set out the trainers approach to addressing the overall objectives outlined above.

EXPERTISE

The consultants/trainers must specify the qualifications and experience of each specialist to be assigned to the project. For each specialist proposed, a curriculum vitae must be provided of no more than four pages setting out the relevant experience.

TIME SCHEDULE

It is anticipated that work on this initiative will be completed over an 9 month period. The consultants should respond to this indicative time schedule in their offer and may propose changes where deemed appropriate.

COSTING

The consultant/trainer should provide a clear breakdown of their price in euro. The VAT rate(s) where applicable should be indicated separately. The price must be fully inclusive of all costs including venue hire, resources, sub-contractors/guest speakers etc. The contracting authority will not be in the position to cover any additional costs not detailed in the tender. The indicative budget for this initiative is €35,000.

Please complete the attached pricing template in Appendix A

ADDITIONAL REQUIREMENTS

Appendix A provides a summary of the key information required in the tender response. The tender document should at a minimum include these details. Additionally, the tender should include Appendix B and Appendix C signed and references and CVs for those persons(s) who will be directly involved in the delivery of the initiative.

SUBMISSION DETAILS

Tenders should be submitted in English via the electronic Post box facility available on www.etenders.gov.ie. Any additional information relevant to the tender should be attached

in appendices. The contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

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 take into account the fact that upload speeds vary.

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

5.4 SINGLE TENDER SUBMISSION

Tenderers may only be involved in a single tender submission. Any sub-contracting of elements of the project is the responsibility of the tenderer. Prospective tenders should specifically note that multiple responses contained within the same document will be rejected.

5.5 RECEIPT OF TENDERS & ACCEPTANCE PERIOD

Tenders must be received by **07/09/2026**

Tenders that are received late will not be considered. The information in all Tenders, including price must remain valid for the Quote Duration outlined in section 6.4.

5.6 QUERIES AND CLARIFICATIONS

All queries or requests for clarification relating to any aspect of this public procurement competition or of this ITT must be directed through the Questions and Answers facility on www.etenders.gov.ie. Queries or requests for clarifications will be accepted no later than **24/08/2026** unless otherwise published by the Contracting Authority.

Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition

During the tender evaluation period, clarifications may be sought from tenderers. Tenderers will be required to provide such clarification via e-mail. Responses to requests for clarification may not materially change elements of the tenders submitted. No unsolicited communications from tenderers will be entertained during the evaluation period.

5.7 INTERVIEWS WITH CONSULTANTS

WLR, at its sole discretion, may wish to interview the consultant(s)/trainers proposed by the tenderer for the project. Accordingly, respondents must be able to make such personnel available for interview at reasonable notice, if so requested.

Respondents will be required to bear their own costs in respect of any such interviews, presentations or demonstrations.

5.8 OWNERSHIP OF MATERIAL RESULTING FROM ITT

Ownership of documentation resulting from the ITT will reside with West Limerick Resources and its project partners (if applicable). WLR undertakes to treat all documentation confidentially in so far as is possible.

5.9 CONFIDENTIALITY

All communications issued by WLR to tenderers must be treated as strictly confidential. Tenderers shall not release details of such communications other than on an "In confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their tender. Under no circumstances may tenderers release any information concerning such communications for publication in the press or on radio, television, screen or any other medium.

5.10 CONFLICT OF INTEREST

Any conflicts of interest involving a contractor (or contractors in the event of a consortium bid) must be fully disclosed to WLR, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer.

Any registerable interest involving the contractor and employees of West Limerick Resources, Limerick LCDC or their relatives must be fully disclosed in the response to this ITT, or should be communicated to WLR immediately upon such information becoming known to the contractor, 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. The Terms "registerable interest" and "relative" shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1994.

5.11 CONFIDENTIALITY OF TENDERS

WLR undertakes to use its best endeavors to hold confidential, any information provided by the tenderer in their response to this ITT, subject to WLR's obligation under law, including the Freedom of Information Act, which came into force on 21st April 1998. Should the tenderer wish that any of the information supplied not be disclosed, because of its sensitivity, the tenderer should, when providing the information, identify the same and specify the reasons for its sensitivity. The Organisation will consult with the tenderer about sensitive information before making a decision on any Freedom of Information request received.

In identifying sensitive information, tenderers must clearly identify the specific information they do not wish to be disclosed and clearly specify the reasons for its sensitivity.

Please note it is not sufficient to include a statement of confidentiality encompassing all the information provided in the response.

5.12 REQUIREMENTS, TERMS AND CONDITIONS

Tenderers must explicitly state in their response to this ITT if there are any requirements, terms or conditions in this ITT with which they disagree. All such responses may be considered by WLR when evaluating the tenders.

5.13 EMAIL/IT SECURITY

WLR carries out email filtering and blacklists senders of unwanted emails. WLR does not notify the sender or the intended recipient if an email has been blocked. It is the responsibility of the Tenderer to maintain the integrity of their communication systems and to ensure the Tender response has been received by WLR.

6. TENDER QUALIFICATION & AWARD PROCEDURES

Only those Tenderers who have submitted compliant Tenders and have not been excluded under Article 45 of EU Council Directive 2004/18/EC as implemented into Irish law by Regulation 53 of the European Communities (Award of Public Authorities' contracts) Regulations 2006 (Statutory Instrument 329 of 2006) will be evaluated.

- The tenderer must sign the Bona Fides Appendix C
- The tender must address all the requirements, include all information requested and comply with the format of responses requested in this Invitation to Tender.
- The tender must be written in English.
- The tender must be submitted on time and by the means stated in the ITT
- The tenderer must not be excluded by any stipulation in this ITT
- Only those tenders who meet all the above criteria will be eligible for inclusion in this process.

6.1 TENDER QUALIFICATION CRITERIA

Tenderers must satisfy the following eligibility criteria to be included in the Agreement.

ELIGIBILITY CRITERION

All Tenderers must demonstrate that they have the following technical, financial and professional ability and must complete and furnish Appendix A, B and C.

No.	Criterion	Pass/Fail OR Weighting Criteria	Information Required
1.	Bona Fides Appendix C Signed	Pass/Fail	Signed Bona Fides
2.	Tax Clearance Certificate	Pass/Fail	Tax Clearance Cert or Permission and Details to verify Tax Clearance online.
3.	- Insurance Employer's Liability Insurance. -Public Liability Insurance -Professional Indemnity Insurance	Pass/Fail	Confirmation that appropriate Insurance will be in place if the tenderer is successful The following indemnification limits will apply: • Employers Liability - €13million • Public Liability - €6.5million • Professional Indemnity – €1.3million

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6.2 AWARD OF TENDER CRITERIA

The following criteria will be used to select those who will be deemed eligible, as per criteria in section 5.1. The information supplied in the tender will be used to allocate marks.

The contractor will be chosen from the qualifying tenders based on the most economically advantageous tender, using the following awarding criteria:

No	Requirement/Criterion	Weighting Criteria	Minimum Scoring Required
1	Understanding of the Brief	20%	60% of marks required
2.	Relevant knowledge, expertise, experience and resources allocated.	30%	60% of marks required
3.	Content & Quality of Proposed Methodology	30%	60% of marks required
4.	Cost – to include all costs/expenses.	20% - to be assessed based on price relativity	60% of marks required
	Total Marks	100	

- Understanding of the Brief - Those tendering should demonstrate in their proposals a good understanding of the brief and issues which this project is seeking to address including an excellent understanding of local and community development
- Relevant Knowledge, Expertise, Experience and Resources Allocated - the highest scores will be awarded to the tenderers with the most appropriate knowledge and experience in delivering similar projects. The contractor must supply a CV of the person(s) who will be carrying out the work.
- Content and Quality of Proposed Methodology - refers to the proposed approach to the design, development and delivery of the work. The tenderer should be able to demonstrate their capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcomes.
- Cost – Quotations should be all inclusive, should be quoted in Euros. VAT should be indicated separately. Tenders should indicate details of the pricing structures, including rates per day of personnel to support the proposals set out in their tender. All prices quoted must be all-inclusive (i.e. including all costs/expenses) and expressed in EURO only.

WLR does not bind itself to accept the lowest price or any tender. It reserves the right to reject in whole or in part any or all tenders received.

Following completion of the tender evaluation, WLR will notify the successful tenderer in writing. In addition, letters will be issued to the unsuccessful tenderer/s notifying them of the result.

7. CONTRACTUAL ARRANGEMENTS

7.1 WLR'S RESPONSIBILITIES

WLR will be responsible for organising appropriate levels of liaison with the contractor.

WLR will facilitate introductions where requested/possible to key stakeholders and will provide the appointed contractor(s) with information and or previous studies which may be relevant to carry out the work described in this ITT.

7.2 NON-EXCLUSIVE

The agreement which WLR enters will be non-exclusive. WLR reserves the right to engage other vendors to carry out similar work at any time.

7.3 IRISH LEGISLATION

Tenderers should be aware that national legislation applies in matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. All relevant aspects of such legislation must be always observed by the successful Service Provider. Tenderers must also have regard to statutory terms pertaining to minimum pay and to legally binding industrial or sectoral agreements in preparing Tenders and apply these provisions if awarded the contract.

7.4 PAYMENT

A payment schedule will be agreed with the chosen contractor(s)/trainer(s) at contract signing stage. This payment schedule will include an agreement regarding phased payments on completion on defined project elements.

All requests for payment must include an invoice and project update report on progress to date. This may be supplemented by copies of supporting documentation developed through the initiative to be agreed.

Payments will be made by Electronic Funds Transfer (EFT).

Any overpayment by either Party, whether of the Invoices/Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

All taxes applicable to the provision of the works will be the sole responsibility of the contractor and the contractor so acknowledges and confirms.

The successful tenderer will be paid in accordance with the provisions of the Prompt Payment of Account Act, 1997 and is obliged to pay sub-contractors in accordance with the provisions of the Act. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

7.5 QUOTE DURATION

Quotes submitted will be valid for a duration of 6 months, commencing from the closing date by which Tenders are to be returned.

Prices and terms quoted should be for the duration of the contract.

7.6 DURATION OF TENDER AWARDED

WLR reserves the right to make extensions to the duration of the contract.

7.7 ITT AND CONTRACT

The requirements specified in this ITT and the Tender submitted in response to this ITT will form the basis of the contract between WLR and the providers. Any conflict of interpretation arising from differences between the wording used in this ITT and in any tender accepted shall be resolved by giving priority to this ITT and then to any conditions imposed by WLR in writing when accepting the tender.

7.8 TAX CLEARANCE CERTIFICATE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply their current tax clearance certificate or its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. All payments under the contract will be conditional on the contractor providing evidence of continued tax compliance.

7.9 TERMINATION OF CONTRACT

WLR may decide to terminate any contract awarded on foot of this ITT at any time and for any reason. This includes termination on a no fault basis.

7.10 WITHHOLDING OF PAYMENTS

WLR retains the right to withhold payment where a contractor has failed to meet his contractual obligations in relation to the delivery of services to an acceptable level of quality as specified in this ITT and/or any subsequent contract.

7.11 PAYMENT TO CONTRACTORS STAFF

The payment of individual personnel supplied by the successful contractor/s shall be the sole responsibility of the contractor/s.

Under Article 27 of Directive 2004/18/EC as implemented into Irish law by Regulation 27 of European Communities (Award of Public Contracts) Regulations 2006 (S.I. No. 329 of 2006), Tenderers must provide a statement confirming that they have taken account of their legal obligations relating to employment protection and working conditions relating to the provision of the Services sought under this ITT. Failure to make the statement at paragraph 7 of the Tenderer's Statement of Appendix B will render the Tender non-compliant.

Tenderers may obtain information regarding their obligations concerning:

- Taxation from the Irish Revenue Commissioners (www.revenue.ie);
- Environmental protection from the Environmental Protection Agency (www.epa.ie);
- Employment protection & working conditions from the Department of Enterprise, Trade and Innovation (www.deti.ie)

7.12 OWNERSHIP OF DELIVERABLES AND INTELLECTUAL CAPITAL

Tenderers should note that all deliverables, information and intellectual capital generated from the activities outlined in this ITT remains the property of West Limerick Resources and their project partners (if applicable) and must be returned to WLR at the request of WLR or on termination of any contract in the format requested by WLR and may not be used without the consent of WLR.

7.13 ARBITRATION

Subject to clause 7.16 and to the Parties' respective rights to apply to the courts upon any cause of action at any time, the Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Agreement amicably. The Parties may agree procedures and protocols for dispute resolution from time to time.

7.14 FORCE MAJEURE

A 'Force Majeure Event' means an event beyond the reasonable control of the Affected Party including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractors (or sub-contractor or agent) places of business.

In the event of any failure, interruption or delay in the performance of the Parties' obligations (or of any of them) resulting from any Force Majeure Event not reasonably within the control of the Party concerned ("the Affected Party"), the Affected Party shall promptly notify the other Party in writing specifying:

- the nature of the Force Majeure Event.
- The anticipated delay in the performance of obligations.
- The action proposed to minimise the impact of the Force Majeure.

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected

Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

If the Force Majeure Event continues for 60 days either Party may terminate at 14 days' notice.

In circumstances where the contractor is the Affected Party, WLR shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

7.15 GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

Any agreement entered on foot of this tender shall in all aspects be governed by and construed in accordance with the laws of Ireland and the courts of Ireland will have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with such agreement.

APPENDIX A – TENDER SUBMISSION

Applicants must provide the following information in their tender response:

1. Details of the Tenderer – Name, Address, Contact Details, Company Registration Number
2. Contact details of the person dealing with the tender (if different)
3. Names and a brief description of the experience of those proposed to carry out the work (include CVs)
4. Evidence of company experience
5. Proposed Methodology (including timelines)
6. Cost breakdown
7. Details of three previous projects to be included as references (include contact details of referee)

Applicants are advised that all information requested must be provided and failure to do so will result in the application being excluded from further consideration.

PRICING TEMPLATE

Please add additional lines if multiple people are involved in any activity detailed below

Activity	Person Responsible	No of Days/hrs	Daily/hr Rate	Total
Project Management including meetings with WLR				
Preparatory Work				
Training Resources (if applicable)				
Training Delivery				
Reporting				
Total				

APPENDIX B – TENDERER'S STATEMENT

[Tenderers shall complete and return the following form of Tenderer's Statement printed on the Tenderer's headed note paper and signed by the Tenderer]

TENDERER'S STATEMENT

TO: West Limerick Resources CLG (WLR)

RE: **Tidy Towns Capacity Building Training Programme**

Commented [SR1]: complete

Having examined your Invitation to Tender (ITT) including the Instructions to Tenderers, Qualification and Award Criteria, Requirements and Specifications, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in this ITT.
2. We accept all the Qualification Criteria as set out in the ITT.
3. We agree to provide WLR with the Services in accordance with the Invitation to Tenders and our Tender.
4. We confirm that we have complied with all requirements as set out in the ITT.
5. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the closing date for the receipt of Tenders as specified at paragraph 6.5 of the ITT.
6. Our compliance with all relevant legal employment requirements as set out in the ITT.
7. We confirm that we have sufficient resources to provide resources at short notice and to cover absences.
8. We confirm that all logos on printed material will be as authorised by WLR.
9. We acknowledge that the ITT does not constitute an offer to enter into a contract and neither this document nor any of the information set out therein should be regarded as a commitment or representation on the part of West Limerick Resources or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of WLR. WLR may, at its absolute discretion, cancel this public procurement competition at any time prior to a formal written contract being executed by and on behalf of West Limerick Resources.
10. We shall, if awarded any contract under the ITT, have in place on the Effective Date of the Services Contract all insurances (if any) as required in the ITT.
11. We certify that the information supplied is accurate and we accept the conditions and undertakings requested. We agree to be bound by the terms of this competition as set out in the ITT document. We understand and accept that false information could result in exclusion from the Application process.

Signature: Print Name:

(Authorised Signatory)

Company: Date:.....

APPENDIX C – BONA FIDES DECLARATION

Declaration of Bona Fides		
Name of Tenderer:		
Address:		
Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.		
QUESTION	Yes	No
1. The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.	☐	☐
2. The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.	☐	☐
3. The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.	☐	☐
4. The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located.	☐	☐
5. The Tenderer, a Director or Partner has been found guilty of fraud	☐	☐
6. The Tenderer, a Director or Partner has been found guilty of money laundering.	☐	☐
7. The Tenderer, a Director or Partner has been found guilty of corruption.	☐	☐
8. The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.	☐	☐
9. The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.	☐	☐
10. The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information or any other information relevant to this application.	☐	☐
11. The Tenderer, has been involved in child labour/people trafficking and terrorism offences or non-payment of tax or social security	☐	☐
12. Discretionary exclusion. Non-compliance with environmental, social or labour laws, conflict of interest or prior involvement or prior defective performance but there is a possibility for an operator to self-clean – demonstrate its reliability by specific measures taken to correct an infringement, and by maximum exclusion periods of 5 years for the mandatory grounds and 3 years for discretionary grounds.	☐	☐

PLEASE COMPLETE AND SIGN BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION.

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration will lead to my organisation being excluded from participation in this and future tenders.

Signature:		Date:	
Name:		Position:	
Telephone:		Email:	

APPENDIX D – TENDER SUBMISSION CHECKLIST

Documents Required:	Please ✓
Tax Clearance Cert/Permission & Details to Verify Tax Status online	☐
Insurance Documents/Confirmation of access to Adequate Insurance	☐
CVs of those who will undertake the work	☐
Appendix A – Tender Submission including pricing template	☐
Appendix B – Tenderer's Statement	☐
Appendix C – Bona Fides (Signed)	☐