



**Comhairle Contae
Dhún na nGall**
Donegal County Council

REQUEST FOR QUOTATION

Routine landfill site maintenance services

Provision of routine maintenance services for licenced landfill sites in County Donegal

Key Dates

Issue Date

As stated on the live eTenders portal system

Closing Date for Queries

As stated on the live eTenders portal system

Closing Date for Quotations

As stated on the live eTenders portal system

Contact for Queries

All clarification requests and queries regarding this quotation process must be submitted exclusively through the "Messaging" function on the live eTenders portal system.

Format for submission of quotations – use the Quotation Response Document provided

eTenders

CONTENTS

1.	ABOUT THE CONTRACTING AUTHORITY	4
1.1	The Contracting Authority	4
1.2	Small and Medium Enterprise Participation.....	4
2.	SCOPE OF REQUIREMENT	4
2.1	Specification of Requirements	4
2.2	Delivery Locations	4
2.3	Options	4
2.4	Pricing.....	5
2.4.1	Account Management.....	5
2.5	Review of Performance.....	5
2.5.1	Account Management.....	5
2.5.2	Invoicing	5
2.6	Award to Runner Up	5
3.	EVALUATION CRITERIA.....	6
3.1	Suitability	6
3.2	Award Criteria	6
4.	FORMAT OF RESPONSE	6
5.	INSTRUCTIONS FOR FIRMS QUOTING	7
(a)	Closing Date.....	7
(b)	Submission of Quotations.....	7
(c)	Queries	7
(d)	Currency and Payments	7
(e)	Confidentiality.....	7
(f)	Conflict of Interest	7
(g)	Freedom of Information Acts	8
(h)	Data Protection	8
(i)	Tax Clearance Certificate	9

(j) Withholding Tax.....	9
(k) Interference and Inducement to Purchase	9
(l) Notification of Evaluations	9
(m) Award to Runner-up	9
(n) Replacement Personnel	9
(o) Copyright.....	10
(p) Responsibility of Successful Party	10

1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Donegal 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.donegalcoco.ie.

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to encourage participation by Small and Medium Enterprises (SMEs) in this competition.

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.

2. SCOPE OF REQUIREMENT

2.1 Specification of Requirements

The service sought involves mainly grass cutting and access maintenance at the following three facilities:-

Ballynacarrick Landfill Site (LS), Ballintra;
Balbane LS, Killybegs;
Dungloe Section 22 LS;

Refer to attached specification of service document for a full description of the scope of service.

2.2 Delivery Locations

Delivery is required to the respective landfill sites, locations shown in the attached specification of service document.

2.3 Options

Donegal County council reserves the right to engage another supplier or withhold payment for matters of non performance or substandard performance by the Contractor.

2.4 Pricing

A fixed rate for the routine maintenance at each site is sought together with rates for optional specified services. The Pricing Schedule contained in Appendix 3 of the specification of service document sets out the rates required and how the quotation price will be determined for the purpose of this competition.

2.4.1 Account Management

The contract is for an initial term of one (1) year. The Contracting Authority reserves the right, at its sole discretion, to extend the term for one (1) additional period of up to one year (1+1 structure). All rates and prices submitted in the Quotation Response Document (QRD) must remain fixed and firm for the initial 12-month period. In the event that the discretionary extension option is exercised, the submitted rates shall apply to the extension period, subject only to a maximum adjustment in line with the live Consumer Price Index (CPI) for the landscaping sector, or by direct mutual written agreement not exceeding 2.5%.

2.5 Review of Performance

A quality service is required under this contract. Therefore, performance will be continually monitored over the term of the contract. Cost competitiveness, performance and quality of service and turnaround time will be the main criteria for measuring performance.

2.5.1 Account Management

Firms submitting a quotation are required to nominate a dedicated account 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 the contract and be responsible for the satisfactory delivery of the services required.

2.5.2 Invoicing

Invoices shall be submitted by the successful firm on a monthly basis for all costs incurred in the preceding month, or as otherwise agreed by the parties. All official invoices must quote a The Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

2.6 Award to Runner Up

If for any reason, it is not possible to award the contract to the successful firm emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful firm has not met its obligations, the Contracting Authority reserves the right to award the contract to the next highest scoring firm on the basis of the terms advertised, at any time during the quotation validity period of 6 months.

3. EVALUATION CRITERIA

3.1 Suitability

The Contracting Authority will only consider quotations from competent and financially sound and compliant firms. To this end, you are required to confirm the following by completing the self-declaration contained in the separate Quotation Response Document (QRD).

- (a) General company information.
- (b) Confirmation of tax compliance.
- (c) Confirmation that the firm/party is appropriately insured.
- (d) Confirmation via declaration that the firm is not bankrupt, guilty of corruption, fraud, money laundering, membership of a criminal organisation, not involved in child labour and/or human trafficking and is fully compliant with all its statutory obligations.
- (e) A statement outlining the experience, qualifications and resources of the company which demonstrates that:-
 - The Company has relevant and sufficient experience;
 - The Company has sufficient staff and equipment;
 - The proposed employees are suitably qualified, trained and experienced.

As part of this submission the Company should provide evidence at least two similar contracts (in size and nature) awarded in the last five years. This statement should be maximum three A4 pages in length, and the Council reserves the right to request CV, training records and references in support of this statement.

3.2 Award Criteria

The contract will be awarded on the basis of the **Lowest Cost** only.

4. FORMAT OF RESPONSE

Service Providers are required to complete the separate Quotation Response Document which contains:

- (i) General Company Information
- (ii) Information regarding compliance with the Suitability Criteria – tax, insurances, declarations and statement of qualifications and experience.
- (iii) The Quotation Form and where relevant response to the Qualitative Award Criteria.

Service Providers should also complete the Pricing Schedule contained in Appendix 3 of the specification of service document.

Please ensure you read the Instructions to Firms Quoting as detailed in Section 5.

5. INSTRUCTIONS FOR FIRMS QUOTING

(a) Closing Date

The closing date for receipt of quotations is **As stated on the live eTenders portal system**

Quotations that are received late will not be considered in this competition.

(b) Submission of Quotations

Quotations should be submitted via email to the contacts on the title page of this document.

(c) Queries

All queries regarding this quotation should be via email to the contacts on the title page of this document.

Queries should be raised as soon as possible and in any case not later than **As stated on the live eTenders portal system**.

For the purpose of circulating responses, queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated.

(d) Currency and Payments

The currency and invoices in which all prices and rates shall be quoted, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful firm. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

The standard method of payment used is Electronic Funds Transfer.

(e) Confidentiality

The distribution of the quotation documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Firms are required to treat the details of all documents supplied in connection with the quotation process as private and confidential.

(f) Conflict of Interest

Any conflict of interest involving an economic operator (or economic operators in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the economic operator and The Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the quotation submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the economic operator, 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 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an economic operator or invalidate an award of contract, depending on when the conflict of interest comes to light.

(g) Freedom of Information Acts

Economic operators should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

Economic operators are asked to consider if any of the information supplied by them in their Quotation should not be disclosed because of its confidentiality or commercial sensitivity. If economic operators consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, economic operators must, when providing such information, clearly identify the specific sections of their quotation containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt economic operators may not assert confidentiality or commercial sensitivity over the entire quotation but must clearly identify the specific section containing such information. If economic operators do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the economic operator. The Contracting Authority will, where possible, consult with economic operators about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

(h) 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 Quotation.

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 Quotation Response Document (QRD) 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.gov.ie 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.

(i) Tax Clearance Certificate

It will be a condition of award of this contract and any subsequent contract that the successful firm(s) comply with all EU and national tax laws. Firms are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident firms should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie.

(j) Withholding Tax

Relevant 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: +353-67-63400).

(k) Interference and Inducement to Purchase

Any effort by the firm 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 quotations and in decisions concerning the Award of Contract shall have their quotation rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(l) Notification of Evaluations

All parties will be informed of the outcome of their proposals following evaluation and any necessary clarifications.

(m) Award to Runner-up

If for any reason, it is not possible to award the contract to the designated successful party emerging from this competitive process, or if having awarded the contract, The Contracting Authority considers that the successful party has not met its obligations, The Contracting Authority reserves the right during the quotation validity period to award the contract to the next highest scoring party on the basis of the terms advertised without re-opening the competition. 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.

(n) Replacement Personnel

Notification must be sent in writing (by post or electronic means) as soon as possible to The Contracting Authority on any proposed change of nominated personnel, such change to be

subject to the written approval of The Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(o) Copyright

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

(p) Responsibility of Successful Party

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.