Comhairle Contae
Fhine Gall
Fingal County
Council



CALL FOR TENDER **Provision of Services for Consultancy Services for a feasibility study relating to ORIS project Royal Canal for Fingal County Council FCC360-26** **Services Contract**	
Procedure:	Open Procedure – National
Key Information:	
Issue Date	As per etenders
Etenders Reference	As per eTenders notice
Closing Date for Queries	As per eTenders Notice
Closing Date for Tender Submissions	As per eTenders Notice
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for submission of tenders	Tender Post-box facility on www.etenders.gov.ie Suppliers must register their interest on the eTenders website (www.etenders.gov.ie) in order to be included on the mailing list for clarifications.
Please note that information relating to this Call 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.The Contracting Authority has provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.**	

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Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

1. About the Contracting Authority

1.1 The Contracting Authority

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

Fingal County Council is the Local Authority for the administrative county of Fingal. Fingal is located to the north of Dublin City and is also bordered by South County Dublin, Meath and Kildare, and to the east by the Irish Sea. The county covers an area of c. 448 sq. km. Fingal has a population of 329,218 making it the third most populous local authority area in the country. Fingal's significant economic advantages includes Dublin Airport, fast access to Dublin Port, rail, road, power and telecommunications infrastructure and the availability of serviced and unserviced land for development.

Local Authorities are the closest and most accessible form of Government to citizens. They have responsibility for delivery of a wide range of services in their local area with a focus on making cities, towns and countryside attractive places to live, work and invest. These services generally include housing; planning; infrastructure; environmental protection; and the provision of recreation and amenities and community infrastructure. Local Authorities also play a key role in supporting economic development and enterprise at a local level.

Further information is available at our corporate website www.fingal.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 into the contract.

1.3 Climate Action, Sustainable Procurement and Energy Management

Fingal County Council has signed the Climate Action Charter for Local Authorities, an action of the Government's Climate Action Plan, committing the local authority to actions around climate change. In this regard, Fingal County Council will ensure that policies and practices that lead us towards low carbon pathways, ask suppliers as part of the procurement process to provide information on their carbon footprint and on the sustainability practices and steps they plan to reduce its impact and implement green public procurement strategy and procedures across all business areas.

It should be noted that Fingal County Council is committed to promoting and supporting innovative and environmentally sustainable practices and endeavours to ensure their inclusion in all contracts.

The Contracting Authority has been accredited with ISO 50001 Energy Management. Accordingly, the contracting authority will establish and implement criteria for evaluating energy performance over the planned or expected operating lifetime, when procuring energy using products, equipment and services which are expected to have a significant impact on its energy performance.

When procuring energy using products, equipment and services that have, or can have, an impact on Significant Energy Users, the contracting authority shall inform suppliers that energy performance is one of the evaluation criteria for procurement.

Where applicable, the contracting authority will define and communicate specifications for ensuring the energy performance of procured equipment and services.

2. Scope of the Requirement

2.1 Overview of the Requirement

Fingal County Council seeks to appoint a Leisure Consultant to undertake a comprehensive Feasibility Study into the creation of a 'Canal Quarter' on the Royal Canal, aimed at facilitating increased participation in water-based recreational activities. The proposed location for the study is the area surrounding Callaghan Bridge, Clonsilla Road, Clonsilla, Dublin 15, co-ordinates 53.383165, -6.422944.

2.1.1 Background and Context

Following a successful stand-up paddle boarding event on the Royal Canal in September 2024, Fingal County Council's Tourism Department acknowledged that there may be potential for regular water-based events on the Callaghan Bridge site.

Using ORIS (Outdoor Recreation Infrastructure Scheme) funding, Fingal County Council and its partners wish to study the area around Callaghan Bridge for viability for development as a water amenity area. The opportunity to undertake this study aligns with the availability of 2026 Outdoor Recreation and Amenity funding, which supports pilot studies and projects that facilitate the development of public outdoor recreation facilities and amenities. An ORIS steering group came together in 2025 with the local community partner and was successful in their application.

2.1.2 Purpose of the Feasibility Study

The study is intended to assist Fingal County Council and their project partners in determining whether there is adequate space, demonstrated demand, and sufficient stakeholder support to justify investment in light-touch infrastructure. The findings will be used as a master plan to confirm the case for future ORIS applications for light infrastructure.

The study is designed to determine if the area is appropriate in terms of planning, mixed uses and public safety.

2.1.3 Objectives of the Feasibility

It is required that the feasibility study would cover the below non-exhaustive list:

- Land Ownership and Access.
- Environmental Assessments to minimise ecological impacts.
- Assess financial and economic viability in terms of the required investment, including establishing ongoing Maintenance Costs, Processes and Responsibility.
- Proposed Area – assess the technical feasibility and the space required to facilitate the demand for activities.
- Potential Infrastructure (Changing Facilities, PCI Pumps, Toilets, Seating, Kayak Steps, Hosing point, Storage, Bins, Information Boards).
- CCTV, Signage and Safety (inclusive of water testing and debris cleansing).
- Minimising impact on nearby train station.
- Minimising impact on current users of the path (commuters, recreation users etc).
- Minimising damage to the towpath and the bank.
- Aligning this project with other strategic proposals in the area.
- Existing Infrastructure - Whether buildings at the site or nearby buildings present any possibility for supporting this activity taking note of protected structure status.

- Identify phased delivery sequences.
- Recommend a preferred option, which suits the requirements of the partners.

Subject to supporting evidence from the feasibility study which recommends proceeding, it is envisaged that a section of the Royal Canal, at or in the vicinity of Callaghan Bridge, would be developed as a leisure hub. The required design would need to prioritise a safe, clean and multi-functional amenity for individuals, clubs and community groups participating in water-based activities. The development would incorporate the recommended infrastructure identified through the feasibility process, with the aim of creating an inclusive, accessible and well-maintained recreational space. The provision of formal infrastructure would also help to support, standardise and safely manage water-based activities that are already taking place on the canal.

2.2 Indicative budget

The indicative budget for the contract is €50,000 excluding VAT.

This figure is provided for information and guidance purposes only. It is an indicative estimate of the Contracting Authority's anticipated level of expenditure based on the current understanding of the requirement.

For the avoidance of doubt, the indicative budget range does not constitute a minimum budget, maximum budget, guaranteed level of expenditure, or commitment by the Contracting Authority to spend any particular amount.

Tenderers remain responsible for submitting a fully priced tender that reflects the scope of services required under this CFT. All tenders received will be evaluated in accordance with the award criteria and pricing methodology set out in this CFT.

2.3 Pricing

Prices quoted shall remain firm for the first twelve (12) months.

Thereafter quoted prices will only be considered for review in consultation with appointed Fingal County Council personnel, any increases will not exceed inflation as per CPI.

All prices quoted must be inclusive of all printing of the final report and its summaries.

All prices quoted to be exclusive of VAT.

The lowest cost valid tender will receive the maximum score achievable under the heading Cost Score. The methodology for calculating Cost Score is outlined in Section 5.2.

2.4 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract 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.

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue CFT	As per eTenders notice
Closing date for Queries	As per eTenders notice
Closing date for Tender Submissions	As per eTenders notice
Award Decision	Q4
Contract Commencement	Q4 2026/Q1 2027

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

2.6 Award to Runner Up

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.

Tenderers must address each of the requirements below and submit a detailed response in accordance with the Award Criteria using the **Tender Response Document** which demonstrates how these requirements will be met.

3.1 Specification

The summary below indicates the general range of Services envisaged under this Contract:

The proposed feasibility study will comprehensively examine opportunities to develop infrastructure that supports and enhances water-based recreational activities on the Royal Canal, including kayaking, canoeing, stand-up paddleboarding, and rowing.

3.1.1 Typical elements of the requirements include:

Baseline Assessment

- Existing situation analysis
- Planned changes in the area, Callaghan Bridge and Coolmine Railway Station
- Royal Canal Greenway
- Review of available data and documentation.

Options Development

- Identification of potential options.
- Long-list and short-list development.

Technical Feasibility

- Site suitability.
- Engineering and infrastructure requirements.
- Operational considerations.

Financial and Economic Appraisal

- Capital cost estimates.
- Operating costs.
- Funding opportunities.
- Cost-benefit analysis, tourism gain

Environmental Assessment

- Environmental constraints.
- Climate and sustainability considerations.

Planning and Regulatory Review

- Statutory requirements.
- Land ownership issues.
- Consents and licences.

Risk Assessment

- Strategic risks.
- Financial risks.
- Delivery risks.
- Mitigation measures.

Stakeholder Consultation

- Key stakeholders to be engaged - Waterways Ireland, Iarnród Éireann, Canoe Ireland, Clonsilla & Porterstown Heritage Society.
- Consultation methodology.
- Reporting of stakeholder feedback.

Methodology Requirements

- Expected approach.
- Data collection requirements.
- Research methods.
- Workshops, consultations and site visits.

Deliverables

Typical deliverables include:

- Inception report.
- Options appraisal report.
- Draft feasibility study.
- Final feasibility study report.
- Presentation of findings.
- Executive summary.

Reporting and Governance

- Project manager/contract manager.
- Steering group meetings

3.1.2 Infrastructure and Planning Considerations

The successful tenderer shall be required to identify, review and take account of all existing, planned and emerging developments, infrastructure projects and planning initiatives within the study area and its immediate environs. Particular consideration shall be given to ongoing and proposed projects being advanced by Iarnród Éireann in the vicinity of Clonsilla Railway Station, including rail and transport infrastructure proposals, as well as relevant planning and public realm initiatives being developed by the Fingal County Council Planning and Strategic Infrastructure Department. The consultant shall ensure that the feasibility study aligns with, complements and does not conflict with these projects, and shall identify any opportunities for integration, shared infrastructure, active travel connections and coordinated placemaking outcomes.

The consultant shall engage, where appropriate, with representatives of Iarnród Éireann, Waterways Ireland, and the Fingal County Council Planning and Strategic Infrastructure Department to ensure that all recommendations are informed by current and proposed infrastructure projects and strategic planning objectives for the Clonsilla area.

Useful links:

Development Plan 2023-2029 | Fingal County Council

Clonsilla Framework Plan | Fingal County Council

DART+ West

3.2 Duration

This Contract will initially operate for a period of 3 months and may be renewed for further successive periods of 3 months to a maximum of 1 extension subject to continued satisfactory compliance with the terms of the Contract. The maximum overall term of the contract will be 6 months.

3.3 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: *The above Contract Management requirements are to be accounted for in the overall cost of your tender submission.*

3.4 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to Fingal County Council's Terms and Conditions.

Tenderers are required to familiarise themselves with these conditions and to **indicate, their acceptance of these within their tender by signing the Form of Tender.** Any reservations or queries with regard to these terms and conditions should be raised during the tender period by submitting a query in the manner set out in Section 6.3.

3.5 Health and Safety

Evidence of compliance with all relevant Safety Health & Welfare at Work legislation will be required as condition of contract award. Tenderers must address all Health & Safety matters to meet the requirements including the provision of a safety statement / method statement where required. Tenderers are not required to submit these documents at this time however they will be subject to Award of Contract.

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 tenderer's 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.

In the event that Tender Applicants have previously been involved in providing these services for the Contracting Authority, they should not assume that the Contracting Authority Council is aware of their ability to address the requirements set out in this tender. No recognition will

be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tenderers to ensure their tender response is complete and includes all relevant information.

4.1 Relying on the Standing of Other Entities

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.

4.2 General, Financial and Legal Requirements

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search. 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
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.
Legal Compliance
Complete the Declaration of Bona Fides as per Art 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 as contained in the Tender Response Document. Complete the Declaration regarding their compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and

operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment/operation is required. Complete the Declaration on Article 5k regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine as contained in the Tender Response Document.	
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.
Turnover	Confirmation that the tenderer / all parties associated with the tenderer have generated a minimum annual turnover of €150,000 for each of the three immediately preceding financial years. Audited financial statements must be provided upon request for each year, which must include an unqualified audit report on these financial statements.
Insurance	Confirmation of the following insurances being in place: • Employers Liability - €13,000,000 • Public Liability - €6,500,000
In the case of Employer's Liability, Public Liability Insurances and Product Liability, an indemnity to Principals clause must be included. Insurances provided must be authorised for this jurisdiction. The Contractor shall be responsible and take due precautions for the safety and custody of any plant / equipment / materials required for the delivery of the supplies on the Client's premises.	

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

(a) Immediately advise the Contracting Authority of any material change to its insured status;
(b) Produce proof of current premiums paid upon request;
(c) Produce valid certificates of insurance upon request.

4.3 Professional and Technical Ability

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search. 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.

Previous Contract Examples
Tenderers must provide two (2) examples of the successful delivery of contracts of a similar scale and nature to those sought under this CFT undertaken within the last three (3) years (immediately preceding the date of publication of this CFT) which demonstrate the level of experience and ability necessary to meet the requirements of the Contracting Authority. Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the Services sought within this CFT. Tenderers are required to provide this information in the format set out in the Tender Response Document attached. **Please note only the first two examples submitted will be evaluated.**
References
Tenderers must provide the contact details of two (2) clients that may be contacted on a confidential basis in relation to these contracts to confirm satisfactory delivery of the contracts. Details should include names, addresses, and telephone numbers. Tenderers are required to provide this information in the format set out in the Tender Response Document attached. **Please note only the first two client references submitted will be evaluated**.
Health and Safety
Confirmation of operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation in the format set out in the Tender Response Document.
Quality Management System
Demonstration of a commitment to quality assurance and details of quality assurance policies and systems and whether 3rd party certified in the format set out in the Tender Response Document.

5. Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Tenderers are required to provide responses in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search.

Tenderers must address each of the issues and requirements in this part of the CFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with/met and their approach to the proposed delivery of the services. A mere affirmative statement by the Tenderer that it can/will do so, or a reiteration of the tender requirements is **NOT** sufficient in this regard.

The contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Ref	Award Criteria	Maximum Score Available	Minimum Qualifying Threshold
1	***Methodology, Approach and Quality of the Delivery of Services*** Tenderers must clearly and comprehensively describe the approach and methodology that they will use to ensure the successful delivery of the proposed contract as set out in the specification of requirements. Tenderers must clearly and comprehensively demonstrate their understanding of the requirements of the Contracting Authority, detail their plan for service delivery to ensure high quality, client-focused, timely and cost-effective service delivery. This should include the approach to meeting agreed response times, project and account management, reporting mechanisms and measures for ensuring quality and continuity of service.	3,000	1,800
2	***Contract Management*** Tenderers must describe their approach and processes they will use to manage the proposed contract as set out in the specification of requirements. Tenderers must detail how they will ensure Fingal County Council will receive a quality service, at all times to include but not limited to performance measurement and management; quality assurance; communications process, key contracts manager and liaison and reporting structure; and problem resolution and escalation process. This should include the approach to meeting agreed response times, project and account management, reporting mechanisms and measures for ensuring quality and continuity of service.	1,000	600

3	***Quality and balance of the proposed team, including management structure and the resources proposed to be directly involved in delivering the required services*** Tenderers must list the service delivery team which is proposed will be directly involved in delivering the required services. Tenderers must provide a narrative which collectively describes the role and suitability of each member of the proposed team including resource allocation and management accountability. Tenderers must highlight how the composition and size of the team will benefit the Contracting Authority. Tenderers must complete and submit a biographical summary demonstrating the team members qualifications and expertise with reference to similar projects, for each member of the proposed team.	2,500	1500
4	**Efforts to reduce the Environmental Impact of the project** The tenderer shall describe how they intend to ensure that the environmental impact of the project remains as low as is reasonably possible. **Environmental & Sustainability Efficiencies'** Tenderers must provide details that demonstrate in a clear and comprehensive manner how they propose to deliver and manage the contract from an environmental and sustainable perspective, setting out details of any environmentally friendly or sustainable initiatives they propose to adopt in the provision of services.	500	300
5	***Total Cost***	3,000	N/A

	Tenderers are required to outline their cost proposal Fixed Price Lump Sum for Feasibility Study relating to ORIS project Royal Canal for Fingal County Council Please refer to Paragraph 2.3 on Pricing.		
	TOTAL	10,000	N/A

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.

NOTE 2: Tenders must achieve a minimum mark of 60% in each of the qualitative criteria as set out above

Note 3: Tie-Break Rules: Where there is a tie-break, the economic operator with the highest quality score will be awarded the tender. 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.

5.1 Methodology for Calculating Scoring of Qualitative Criteria

Scoring Range	Description
90 - 100%	Excellent response with very few or no weaknesses and exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Applicant will deliver to an excellent standard.
80% - <90%	A very good response that demonstrates real understanding and fully meets the requirements and significant assurance that the Applicant will deliver to a very high standard.
70% - <80%	A good response that demonstrates appropriate understanding and fully meets the requirements and appropriate assurance that the Applicant will deliver to high standard.
60% - <70%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard.
Below 60%	Less than 60% is unacceptable and considered ineligible from further consideration.

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

5.2 Methodology for Calculating the Cost Score

Tenderers that have not achieved the required minimum qualifying marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the cost score (as per the formula set out below) of the tenderers that have achieved the minimum qualifying marks.

The Tender that offers the lowest tender as per the Pricing Schedule will receive 100% of the maximum marks available for cost. All other Tenders will be scored using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Cost}}{\text{Tendered Cost under evaluation}} \times \text{Maximum Marks Available}$$

5.3 Clarification / Verification Meetings

Award of contract may be subject to attendance at a clarification and 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.

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.

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.

5.4 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.

6. Instructions to Tenderers

6.1 Submission of Tenders

Tenders must be submitted via the electronic post-box facility available on www.etenders.gov.ie only.

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

Tenderers should ensure that all documents related to their submission are contained within one (1) zipped folder. Tenderers must also ensure that they give themselves sufficient time to upload and submit all required documentation before the deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 250 MB per file size and the total space per response is 500 MB allowed for submissions sent to the electronic post-box.

Tenders must be submitted in English.

Optional Text for consideration:

Tender responses where possible should be uploaded as a single PDF document. Where excess size does not permit the uploading of a single document, tenderers may split their response into two or more documents as follows;

1. Tender Response Document (TRD);
2. Appendices Document;
3. Additional Information Document;

All documents uploaded must be clearly titled and referenced accordingly in the Tender Response Document.

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 post-box, please note that you must click "Submit Response". After submitting, tenderers can still modify and re-send their 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.

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 tenders	Set out on cover page

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

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent you from submitting a comprehensive tender. Please submit your query as soon as possible.

The closing date for queries	Set out on cover page
Process for submitting queries	Via www.etenders.gov.ie only

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.

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.

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between documents

A pdf version of the Call 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 Amendment of Tender Documentation

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.

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 Part 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 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. 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 a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.11 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.

6.12 Freedom of Information Acts & Access to Information on the Environment Regulations

All responses to this Call 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, European Communities (Access to Information on the Environment) Regulations 2007 to 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 call for tenders should not be disclosed because of its sensitivity. 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, European Communities (Access to Information on the Environment) Regulations 2007 to 2014 EU and Irish Government Procurement Procedures. 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.

6.13 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 Call 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 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.

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6.14 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 e-mail 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.

6.15 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. Where a discrepancy arises between any figures submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

In the case of 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.

6.16 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret which will contain the following information – name of successful tenderer designate, the applicable standstill period; scores of tenderer in question and that of successful tender; features and characteristics of successful tender where they scored higher marks in specific criteria. In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

6.17 Services Contract

Tenderers should note the terms and conditions of the Services Contract.

Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract. Tenderers may not amend the Services Contract.

6.18 Return of Signed Contracts

The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority by the date specified (or no later than seven (7) calendar days where no date is specified) from the date notified in writing by

the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract.

Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified above then the Contracting Authority may proceed to award the Services Contract to the next highest ranked Tenderer in accordance with above.

6.19 Change in the Composition of a Tender

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.

6.20 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.

6.21 Right Not to Award

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

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

6.22 Award Notices

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

6.23 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.

6.24 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).

6.25 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".

6.26 Environmental Aspects

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

6.27 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 the contract or prior to the handing over of the finished work/product.

7. General Information Relevant to Successful Tenderers

7.1 Currency and Payments

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

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

7.2 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: +353-67-63400).

7.3 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Environmental Legislation, Employment Law, 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.

7.4 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.

7.5 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 call 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.

7.6 Change in Law

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.