OPEN PROCEDURE

REQUEST FOR TENDER FOR A CONTRACT

Two [2] PeacePLUS Concerts Celebrating Robert Burns through Cross – Border Music and Culture Project

Scope of Contract	**Tenders are invited to deliver two PEACEPLUS Robbie Burns themed culture/music events targeting 200 people across Louth and from Northern Ireland over 18 months which result in two concerts one on each side of the border with 100 participants attending each event.** **This project is supported by PEACEPLUS, a programme managed by the Special EU Programmes Body (SEUPB).** **The means of delivering this is through cross-border and cross community engagement.**
Procedure	Open Procedure
Key Dates	
Issue Date	**As per eTenders**
Closing Date for Queries	**As per eTenders**
Closing Date for Tender Submissions	**As per eTenders**
Contact for Queries	Messaging facility on www.etenders.gov.ie

Format for submission of tenders	Via www.etenders.gov.ie only
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal *www.etenders.gov.ie*. Registration is free of charge and there is no charge for documents. **Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.**	
Please note that the Contracting Authority has supplied a Tender Response Document (and where relevant a separate pricing document) which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.	

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

Further information is available at our corporate website https://www.louthcoco.ie

N/A

1.2 Disclaimer

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

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

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

1.3 Use of eTenders

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties. In order to submit a response, it is mandatory to have **ASSOCIATED** your company with the competition using the eTenders log in.

1.4 Use of a Tender Response Document

The Contracting Authority have provided a Tender Response Document (TRD) as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used. Tenderers should note that personalisation of the TRD is not allowed, and they must not add their branding/colours to the TRD.

Please note that in addition to this RFT and the TRD, the following documents form part of the tender documentation:

- Any Clarification documents issued by the Contracting Authority during the tender submission period. Tenderers must ensure they regularly monitor eTenders and review any Clarification documents published.
- It is recommended to upload your response as a Zip file in order to protect the integrity of file names.

1.5 Small and Medium Enterprise Participation

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

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the contract.

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

If the tender is from a consortium / joint venture, Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and/or to deliver the contract. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

Objective: To deliver two Robbie Burns themed culture / music events targeting 100 people across Louth and from Northern Ireland over 18 months which will result in two concerts, one on either side of the border, with 100 participants attending each event (200 total participants). The budget is €32,460.00 (Inc Vat), €24,994.20 (Ex Vat).

1. Encourage cross community / border music groups to come together for a performance & Q&A session c. 3+hours.

2. Celebrate the rich history of the Church and its association with Robert Burns in collaboration with Ulster Scots Groups.

There will also be an opening and closing event for this project. The delivery agent will also participate with Working Groups set up to oversee build works and animation works. c. 3+hours.

3. Any concerts and/or events associated with PEACEPLUS will be free of charge to attendees.

The project must be as inclusive as possible and will consider the importance of including a wide range of equality groups including males, females those with a disability, disadvantaged areas, LGBTQIA+ young people, rural, travellers, ethnic minority communities etc.

Reporting to Louth County Council is required.

Monitoring and Evaluation is required.

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Closing date for Receipt of Tenders	As specified on title page
Queries via eTenders during standstill period (if applicable)	As specified on title page
Award decision	Price/Quality
Contract Commencement	TBC

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

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive. Termination of any Contract will be carried out in accordance with the Terms and Conditions of the relevant contract.

2.4 Compliance with the Terms and Conditions

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

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

2.5 Award to Runner Up

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 invites tenders for the award of a contract as specified hereunder.

3.1 Specification

Objective: To deliver two Robbie Burns themed culture / music events targeting 100 people across Louth and from Northern Ireland over 18 months which will result in two concerts, one on either side of the border, with 100 participants attending each (200 participants in total). (Robert Burns is the famous poet and 'Bard of Scotland' who's sister Agnes is buried in St Nicholas's church yard.)

1. Encourage cross community / border music groups to come together for a performance & Q&A session c. 3+hours.
2. Celebrate the rich history of the Church and its association with Robert Burns in collaboration with Ulster Scots Groups.
3.There will also be an opening and closing event for this project. The delivery agent will also participate with Working Groups set up to oversee build works and animation works. c. 3+hours.
4. Any concerts and/or events associated with PEACEPLUS will be free of charge to attendees.

Cross Community / Cross Border Concert

1 x event in Louth to include a Q&A session

1 x event in Northern Ireland to include a Q&A session

The projects present several opportunities for cross-community and cross-border collaboration. Here are some potential avenues for collaboration:

- Networking Opportunities: All of the events can serve as a platform for people to socialise and engage with each other. By inviting guest speakers from the arts and facilitating networking opportunities, the event can expose participants to different perspectives and ideas, inspire them and equip them to make a positive difference in their communities.
- Community Engagement: The community-based activities will advertise widely and aim to specifically target groups that may not consider the venue a shared space, for example other religious groups and disadvantaged groups. This program can provide opportunities for cross-community and cross-border engagement. By involving participants from

different communities in the exploration of arts & culture projects, these programs can foster connections, change perceptions, and achieve collective goals.

The successful tenderer will be responsible for the planning, coordination and delivery of the Robert Burns Commemorative Event. In undertaking this role, the tenderer shall work closely with representatives of St. Nicholas' Church, Dundalk, who must be consulted and involved throughout all stages of event planning and delivery.

The scope of services may include, but is not limited to:

- Event planning, coordination and management.
- An experienced Master of Ceremonies with knowledge of Burns Night traditions and protocol.
- Traditional Scottish piper(s).
- A suitable Burns-themed entertainment programme.
- Speaker(s) to deliver the *Immortal Memory* and other traditional Burns Night addresses.
- Scottish-themed décor and event dressing.
- A traditional Burns Supper menu, including appropriate dietary alternatives.
- Audio-visual equipment and sound management.
- Organisation of Ceilidh dancing, including a qualified dance caller.
- Preparation of the event running order and ceremonial protocol.
- Accessibility and inclusion measures to ensure participation by all attendees.
- Engagement of suitably qualified local historian(s) to lead a Q&A session focusing on Robert Burns' local connections and heritage.
- Liaison with relevant stakeholders, suppliers and performers to ensure successful event delivery.

Tenderers are encouraged to propose innovative elements that enhance the cultural, historical and community value of the event while respecting the traditions associated with the commemoration of Robert Burns.

Overall, the projects offer numerous avenues for cross-community and cross-border collaboration. By embracing these opportunities, the project can promote unity, understanding, and cooperation among individuals from different backgrounds and contribute to the broader objectives of peace, reconciliation, and cooperation in the region.

There is a direct targeting of groups in Northern Ireland via the music and culture events and programs.

This project brings key stakeholders from both north and south together to engage in an iconic cross border project. It will be led by a cross community working group and ensure the minority protestant community within County Louth feel greater ownership of this part of the County and its shared history.

Budget:

€24,994.20 (VAT exclusive), €32,460.00 (VAT inclusive)

Number of participants: 200 Participants (across the 2 events) through three hours of meaningful and purposeful contact over an 18-month project.

Tendering organisations must develop a project that meets the targets, outputs and indicators listed. Participants must complete the required minimum participation & engagement hours to be counted as a participant three hours, with a minimum of three hours. Tendering organisations are encouraged to exceed these minimum requirements.

Target numbers & contact hours
Recruitment of 200 participants, for three hours (with a minimum of three hours).

Please note that in the PEACEPLUS programme a participant can only be counted as such if they have fully completed a project, therefore meeting the criteria to develop deep, meaningful and sustainable relationships

Project duration=
18 months, to begin in Q4 2026.

Key activities include:

1. An opening event must be organised.
2. A closing event must be organised.
3. The delivery agent will also participate with Working Groups set up to oversee the build works and animation works. c. 3+hours.

Demographics

Participants must include a minimum of 5% from a Protestant / Unionist / Loyalist (PUL) background and a minimum of 15% from other minority groups.

80% maximum can be made up of participants from a Catholic / Nationalist / Republican background.

This is in line with 2022 Census data.

The project must be as inclusive as possible and will consider the importance of including a wide range of equality groups including males, females those with a disability, disadvantaged areas, LGBTQIA+ young people, rural, travellers, ethnic minority communities etc.

Cross community - CNR 80%; PUL 5%; Minority Groups 15%

Cross border – 10% Northern Ireland, 90% Republic of Ireland

Participants must include a minimum of 10% from Northern Ireland.

90% maximum can be made up of participants from the Republic of Ireland.

Result & Output Indicators

The results expected from the PEACEPLUS **Cross Community Robbie Burns Music Event**, are that a total of 200 participants engage successfully in the project and that the demographics outlined above are adhered to. 60% of participants should have positive changes in attitude/behaviour, increased level of cohesion, sharing, social inclusion and integration. These outputs will be measured by participant surveys under the monitoring and evaluation requirements below.

Monitoring & Evaluation requirements

- Equality data must be captured via registration, to include information such as gender, race, religion, community background, sexual orientation, disability status.
- A log of participation hours, through registration at all activities, must be kept
- Before and after / Entry & Exit surveys must be conducted with all participants to measure the following

Attitudinal / Behavioural changes

- % of those who have a more positive attitude towards someone from a different religious or racial background
- % who are more likely to socialise / play sport with someone from a different religious or racial background
- % who are more likely now to travel across the border

Increased level of cohesion, sharing, social inclusion and integration

- % who feel like their area feels like a more cohesive or integrated place
- % who feel more respected and understood as a result of engagement in the programme
- % who feel their place feels like a more shared place as a result of PEACEPLUS funding

Transformational effect of peacebuilding

- % who feel they have a greater understanding and awareness of others and the value of reaching out
- % who feel this place is a better place in which to live as a result of their engagement in the project
- % who feel that people get on better with other from a different community than they did 5 years ago
- % who feel that people will get on better with others from a different community in 5 years' time

Please note that the target for each % indicator is 60%.

In addition, the following information is required

- Participant feedback questionnaires
- Event records and figures
- Financial – delivery of activities within budget and to timescale

In addition, the following access may be required

- Access to the SEUPB Monitoring and Evaluation team and also to the PEACEPLUS Monitoring and Evaluation officer, to the project, project documentation and participants.

Table outlining Specific Programme Requirements Monitoring & Evaluation (M&E)

Participants	**Targeted 200 Participants.**	Evidenced by registration forms and/or sign in sheets and contact hours tracking spreadsheet.
Cross-community balance	It is required to engage participants; • 80% maximum from a Catholic / Nationalist / Republic background • 5% minimum compromising of Protestant / Unionist / Loyalist background • 15% minimum Other Minority faith Religions or No Religion.	Evidenced by equality information provided on registration forms.
Cross-community contact hours per Participant	**3 Hours per Participant (Min 3).**	Evidenced by registration forms and/or sign in sheets and contact hours tracking spreadsheet.
Cross-border	This Programme will incorporate cross-border interaction. NI 10%, ROI 90%	Evidenced by registration forms and/or sign in sheets Evidenced by progress reports.
Communications	Launch & Close Celebration events and issue a minimum of <3> press releases. See Link to the SEUPB Communication Guideline https://www.seupb.eu/peaceplus/guidance-funded-projects/communication-guidelines	Evidenced by photos and/or press/social media evidence.
Peace and Reconciliation 'Transformation'	Positive, 'transformative' impact for peace and reconciliation of individual participants. Positive attitudinal and/or behavioural changes of participants	Evidenced by qualitative responses on completed evaluation returns.
Timeframe	18 Months.	Completed programme delivery and evaluation.

		Completed invoices and payment claims submitted.

Reporting requirements

- Quarterly reports must be submitted to Louth County Council, PEACE department.
- Regular meetings must be held with Louth County Councils PEACE department. These will range from quarterly meetings at a minimum, to weekly meetings depending on the stage of the project and project needs.
- Evaluation reports must be submitted at midway point of the project and at project end.
- Final project report must be submitted.

Please note that all reports listed may be provided to PEACEPLUS Partnership, SEUPB and other bodies such as Louth Community Development Committee as required.

Programme Delivery
The successful Tenderer must comply with all monitoring, promotion and audit requirements as agreed with the Contracting Authority and in line with SEUPB guidance.

All programmes funded through PEACEPLUS are required to acknowledge the financial support that has been provided by the Programme, in all communications activity. There are a number of specific requirements which funded projects are required to meet are set out under the following link: PEACEPLUS Communication Guidelines (www.seupb.eu)

The successful Tenderer must ensure that their submitted bid aligns with the specific objectives and required outcome of this investment Area and PEACEPLUS as a whole.

All expenditure, reporting, monitoring and evaluation must be completed within two years of the start date of the project. If not, expenditure will be deemed ineligible

3.2 Details of Options

N/A

3.3 Site Visits

Not Used:

3.4 Duration

The contract will be for a period of **18 months.**

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and duration of extensions will be for a maximum of two extensions for no more than 12 months each., should an extension be offered.

3.5 Indicative budget

The indicative budget for the contract is €32,460.00 VAT Inclusive **€24,994.20 (ex VAT) (**€32,460.00 Inc Vat), this this must include opening and closing event.

Cost

A detailed breakdown of full costs, excluding VAT must be provided as Part of Tender submission. Please note that an overall delivery cost is required. The total figure excluding VAT is what will be used in the MEAT calculation.

Payments

Stage payments will follow anticipated project milestones (for discussion and agreement prior to signing of contract).

3.6 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 services required. The duties of the contract manager will include the following:

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

NOTE: Tenderers will note that contract management activities will be non-billable.

4 SELECTION CRITERIA

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

4.1 Use of the European Single Procurement Document

Not Used

4.2 Relying on the Standing of Other Entities

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

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

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

4.3 General, Legal and Financial Requirements

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

General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and/or consortium members if applicable.
Declarations
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document. • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required. • Complete the Declaration regarding the International Procurement Instrument (2022/1031) and article 5K of Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine. • The Contracting Authority may decide to examine tenders before verifying the absence of exclusion grounds in Regulation 57 of the regulations (the "Exclusion Grounds") and the fulfilment of the Selection Criteria. However, notwithstanding anything contrary in this part, The Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any of the following for the purposes of verification of the status of the tenderer (including Prime Contractor and any Subcontractor). (i) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established. (ii) and information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same). • If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as

amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

- If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

Tax compliance, Financial Capacity and Insurances	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners and in their country of establishment. A valid tax reference ID must be supplied. In the case of a tender from a non-resident, a statement from Revenue Commissioners confirming suitability on tax grounds
Financial Standing	(a) Confirmation that the tendering party turnover exceeded €10,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million (this must include a specific indemnity to Louth County Council or Principal and SEUPB or Principal) • Public Liability - €6.5 million (this must include a specific indemnity to Louth County Council or Principal and SEUPB or Principal)

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

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

A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful tenderer(s) prior to the award of (and shall be a condition of) any contract.
The successful Tenderer will, during the term of the contract be required to:
(i) immediately advise the Contracting Authority of any material change to its insured status
(ii) produce proof of current premiums paid upon request
(iii) provide valid certificates of insurance upon request

4.4 Technical Capacity Requirements

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

Previous Contracts / Experience
Tenderers must provide information clearly demonstrating successful delivery of at least one (1) previous comparable Peace Programme or similar, involving the features as defined in the TRD. These projects should be within the last seven (7) years The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise. Details must include but are not limited to: 1. Client name 2. Dates of delivery 3. Participant numbers and contact hours 4. Contract Value 5. Outline of how the contract was managed, and your role in the delivery of the contract 6. Details of how you consider this comparable to the subject matter of this tender 7. Contact details of a reference related to this programme.

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

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

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

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

Health & Safety Management System

Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

5 AWARD CRITERIA

Only tenders that meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Tenderers should note that the qualitative award criteria are assessed first.

RULE: The response lengths per criterion B, C, D, E and F are outlined in the Tender Response Document and must be adhered to. All responses should be typed with a minimum size 11-point font and single line spacing.

In the event that more than the maximum number of pages allowed are submitted per criterion only the allowable number of pages of the statement will be read and scored accordingly. The remaining pages will be disregarded.

Tenderers must use the Tender Response Document (TRD) to respond to the award criteria**.**

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

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks Required**
	20%	2000	N/A
Title	Cost		
Description	All prices quoted must be all-inclusive i.e. including all costs and expenses related to the delivery of the programme. This must include all staff costs, all activity costs, transport, food and any additional administrative costs. • A detailed breakdown of the cost structure for the project is required in a table format. • Please include 'unit', 'hourly' or 'day' rates which you have used in calculating the costs. These should be exclusive of VAT. A day will be viewed as 7.5 hours. Please see details on how Cost Score is calculated		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks**
	25%	2500	1250

Title	Quality of project design
Description	Tendering organisations must demonstrate in their proposals, a good understanding of the brief and issues this project is seeking to address. Responses must include details on the approach/methodology that will be used in designing the project. This must include a detailed timetable, project and work plan including how participants will be identified. Key points must include 1. Activities that will be undertaken during outreach 2. Food provision 3. Demonstrate how the project will be publicised and promoted.

Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks**
	25%	2500	1250

Title	Contribution of the project to the defined results and outputs of the programme. To include - Monitoring and Evaluation arrangements - Recruitment - Quality of cross community co-operation with demonstrable added value
Description	A detailed plan of how the project will achieve the results and outputs indicated in the Request for Tender document must be provided. This must include clear detail of the monitoring and evaluation arrangements. This must include clear detail on the how cross-community & cross-border recruitment will be done This must include clear detail on how cross-community & cross-border cooperation will be achieved. Please explain how you will meet these outputs and targets and what actions you would make if these outputs or targets were to prove challenging.

Criterion D	**Weighting**	**Maximum Marks**	**Minimum Marks**
	20%	2000	1000

Title	Quality of the project team
Description	Details of each member of the team must be given and their individual roles set out. All individuals working with children and youth must be Garda vetted

	or equivalent. Tenderers should also include how safeguarding of children and young people will be ensured. If the successful tenderer wishes to engage with schools/Colleges as part of programme delivery, they must obtain relevant authorization i.e. letter from Principal or relevant education Body Please note bibliographical details can be provided for multiple / a selection of staff who may (but not all) participate in the project. This can help to mitigate the effects of staff turnover or long-term leave, etc. **RULE:** The Tenderer is required to identify the Team Leader with overall responsibility for the service and who will act as the point of contact for Louth County Council. The Tenderer must identify the level of skill, grade and relevant experience that this individual has and is therefore bringing to the service. The Tenderer must also stipulate the number of hours (work time) that this individual will be committed to delivering the service. **RULE:** Where the Tenderer proposes to use a team in addition to the proposed team leader they are required to identify the individuals of the proposed team for the service. The Tenderer must identify the level of skill, grade and relevant experience that each individual has and is therefore bringing to the service. The Tenderer must also stipulate the number of hours (work time) that each individual will be committed to delivering the service. **RULE:** Using the tables outlined in the Tender Response Document, the Tenderer must Complete Criterion D Response – Quality of Project Team, and must include a Biographical Summary for the Team Leader and where applicable for each team member. The Biographical Summary shall identify services and dates, role and responsibility on individual services. The greater the quality of the individual(s) proposed based on relevant experience and time dedicated to deliver this service = The greater the Tenderers Overall Score. Failure to complete "Criterion D Response" in the correct manner and submit relevant Biographical Summary for each team member proposed will render the Tenderers Submission non-compliant and the Tenderers Submission will be rejected

Criterion E	**Weighting**	**Maximum Marks**	**Minimum Marks**
	5%	500	250
Title	Contribution to equality		

Description	The project must be as inclusive as possible and will consider the importance of including a wide range of equality groups including girls, boys, those with a disability, disadvantaged areas, LGBTQIA+ young people, rural, travellers, ethnic minority communities. Please demonstrate how this will be undertaken, and what accommodations can be made to insure inclusivity.

Criterion F	**Weighting**	**Maximum Marks**	**Minimum Marks**
	5%	500	0

Title	Sustainable development and contribution to green public procurement
Description	Sustainable public procurement, which incorporates green public procurement and socially responsible public procurement, achieves value for money on a whole life-cycle basis in terms of generating benefits not only to the purchasing entity, but also to society more generally and the economy, whilst significantly reducing negative impacts on the environment. Green Public Procurement (GPP) is a process whereby public authorities seek to procure goods, services and works with a reduced environmental impact throughout their life cycle when compared to goods, services and works with the same primary function that would otherwise be procured. Please reference any initiatives and/or innovative elements that can serve to minimise your carbon footprint while delivering this project. Please include any initiatives and/or innovative elements & value-added proposals that you would be willing to implement. Please give attention to initiatives such as • Sustainability awareness training for personnel involved in contract fulfilment • Proposals for the monitoring, measurement and reporting during contract delivery of energy efficiency of sustainable resource use.

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

NOTE 2: Assessment weighting

A minimum of 50% in each of the criterion B to E above must be achieved to be deemed an eligible tender. Criterion F has no minimum marks requirement; however a maximum of 500 marks is available for this criterion.

A minimum of 50% overall must be achieved to be deemed an eligible tender.

Reaching of minimum marks does not automatically result in awarding of a contract.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

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

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Interpretation
90 – 100%	An **excellent** response that fully meets requirements and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
80 – 89%	A **very good** response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a high standard.
70 – 79%	A **good** response demonstrating a good understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
60 – 69%	A **satisfactory** response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to a satisfactory standard but does not provide sufficiently convincing assurance to award a higher mark.
50 – 59%	An **average** response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a risk that the delivery of the Contracting Authority's requirements may not be successful.
Less than 50% is unacceptable and considered ineligible from further consideration	
25 – 49%	Response demonstrates limited understanding with insufficient or no detail with a significant risk of non-delivery.
1 – 24%	Response demonstrates very limited understanding of the requirements and has fundamental flaws and insufficient detail is provided, and/or the response has fundamental flaws, lacking credibility with a significant risk of non-delivery.
0%	No response or response completely fails to address the criterion under consideration

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

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

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

5.3 Post Tender Clarification

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

5.4 Verification Meetings

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

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

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

6.1.1 Accessing Documents

It is important to note that you must **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

(a) Log-in to the system

(b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID

(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace

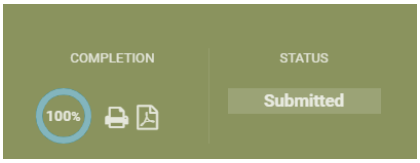
(d) In the Show CfT Menu for the competition click on the "Expression of Interest" in the drop down menu

(e) Complete the "Association with the CfT" tab.

(f) This will then provide you with a link to "Tender" under the Show CfT Menu

6.1.2 Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above and a confirmation email, you have not submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

6.2 Closing date for Tenders

The closing date for tender submission	as specified on the title page

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

The closing date for submitting queries	as specified on the title page

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

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

6.4 Extension of Tender Period

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

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 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 Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenderers / Amendment of Tender Documentation

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

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

6.11 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

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

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

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

6.12 Change in the Composition of a Tenderer

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

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

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall

have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

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

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

Potential outcomes can be:

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

6.18 Award Notices

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

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

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

6.23 Knowledge and Skills Transfer

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

6.24 Currency and Payment

The currency in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT, with the applicable rate of VAT clearly indicated.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be

economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.30 Late Payment

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

6.31 Data Protection

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

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

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

6.32 Changes in Legislation

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

6.33 International Procurement Instrument-IPI

The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the

Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6.34 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including supply chain and related risk factors.