COMMUNITY TRAILS PLAN FOR THE LIFFORD-STRANORLAR MD

Request for Quotation for Consultancy Services to deliver a Community Trails Plan for Lifford-Stranorlar Municipal District

1.0 INTRODUCTION

1.1 Summary

Ballybofey and Stranorlar Integrated Community Company CLG (BASICC) with, and supported by the Community Development Division within the Directorate of Planning Communities and Culture of Donegal County Council, wish to appoint suitably qualified and experienced professional services to engage in a single stage process, and as such now seek quotations from suitably qualified consultants to develop and deliver a Community Trails Plan for the Lifford-Stranorlar Municipal District in County Donegal.

The Community Trails Plan which is supported by the elected Members of the Lifford-Stranorlar Municipal District, will adopt a strategic approach to the planning and consolidation of existing, and the development of future community trails for the Lifford-Stranorlar Municipal District.

BASICC supported by the Community Development Division within the Directorate of Planning Communities and Culture of Donegal County Council herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

The geographic scope of the project is as indicated in Appendix A, please see attached in this regard.

2.0 BACKGROUND

2.1 Strategic Content

More recently demand for access to local trails has increased as people seek nearby opportunities for outdoor recreation. The value of local community trails is widely recognised as a valuable asset in creating a sense of community, as well as improving the health and wellbeing outcomes of those who use them.

The development of community trails will align with and deliver upon the objectives of the County Donegal Development Plan 2024-2030 and the Donegal Local Economic and Community Plan 2023-2029 as well as the Donegal Outdoor Recreation Strategy 2023-2029 (DORS) which aligns with the ambitions and aspirations of the National Strategy for Outdoor Recreation - Embracing Our Great Outdoors.

The Donegal Outdoor Recreation Strategy (DORS) recognises that while some areas are well provided for with local walking opportunities, some communities have no local provision at all. To inform the consolidation of existing trails and to bring about the strategic development of future community trails, DORS recommends a Community Trail Plan is developed for each Municipal District.

Please also refer and consider the Ballybofey and Stranorlar Regeneration Strategy and Action Plan and the Drumboe Woods and Environs Feasibility Study.

Please refer to Appendix B in relation to policy reference in this regard.

A Community Trail Plan is therefore being progressed for the Lifford-Stranorlar Municipal District, supported by the elected Members of the Lifford-Stranorlar MD.

2.2 Donegal Landscape

County Donegal, located in the Northwest of Ireland occupies an area of 4,801 sq. km (1,877 sq. miles) with a population of 167,084 (2022 Census) and is the fourth largest County in the State. Uniquely, Donegal is a border county and is bounded on the southwest, west and north by the Atlantic Ocean and to the east by Counties Tyrone, Derry, Fermanagh, and Leitrim. Donegal has the largest land border of any County in Ireland, sharing 93% of its boundary with Northern Ireland, which is most specific to the Lifford-Stranorlar MD and only abuts the rest of the Republic of Ireland along a c. 9km stretch with County Leitrim at its most southerly point.

The Donegal landscape is varied and dramatic, comprising of mountains, valleys, and fertile plains with a deeply indented coastline forming natural sea loughs, bays, peninsulas and many islands both inhabited and uninhabited. County Donegal is home to a range of assets, such as Malin Head - Irelands most northernly point, Sliabh Liag - one of the highest sea cliffs in Europe, Glenveagh National Park and a number of Blue Flag beaches along the longest coastline of any county on the island of Ireland.

The outdoor environment of County Donegal has a rich and varied landscape which offers endless and spectacular variety, informs the fabric of the place and the communities who live there. More and more people are enjoying this outdoor environment for a range and diversity of activity-based experience from surfing and sailing to walking and cycling, becoming more aware of the need for physical activity to promote health and mental wellbeing.

Easily accessible and well-developed recreation infrastructure is a key component in supporting the tourism sector and in bringing much needed economic activity to the County.

2.3 Lifford-Stranorlar Municipal District

The subject area and scope of the project includes the administrative area referred to as the Lifford-Stranorlar Municipal District with a total area of about 7.5 km² and located in East Donegal.

Please refer to Appendix A – Lifford-Stranorlar Municipal District.

The Lifford-Stranorlar MD spans from the Finn Valley through the Barony of Raphoe and Laggan Valley to the north and the border with Co Tyrone to the east with a significant cross border dimension sharing 93% of its boundary with Northern Ireland. This rich plantation landscape, across the Laggan, Foyle and Finn Valley, includes the main population centres of Ballybofey/Stranorlar, Castlefin, Convoy, Ballindrait, Raphoe, St Johnston, and Lifford. Ballybofey-Stranorlar, the 3rd largest settlement in Donegal with a population of 5406, is located on the Atlantic Economic Corridor between Letterkenny/Derry and Sligo and

performs important county and sub regional level sporting, retail, tourism, education, service and employment functions.

Refer most especially to Chapter 19 of the County Donegal Development Plan 2024-2030 Section 19.10 Recreation, Community and Natural Heritage

The Lifford-Stranorlar Municipal District benefits from a plethora of rich heritage assets including: The River Finn Special Area of Conservation/the River Finn Corridor, Drumboe Woods & Environs, Lough Alaan, Trusk Lough, Mullaghagarry Woods, Gortletteragh Waterfall and treelined historic railway corridors crossing the two districts between Lifford-Stranorlar and Donegal Town.

There are 3 landscape character areas in the Lifford-Stranorlar Municipal District, due north to south, the Laggan, the Foyle and the Finn.

The Laggan Valley is a vast undulating agricultural landscape of good quality pasture and arable land, often described as ‘Plantation Landscape’ and characterised by large geometric hedge trimmed agricultural fields over a wide geographical area, with a long shore along Lough Swilly. The Foyle Valley is a broad river valley extending along the River Foyle from outside Lifford including the ‘border villages’ of Ballindrait, Carrigans. Lifford and St Johnston and is characterised by undulating fertile agricultural lands with a regular field pattern of medium to large geometric fields bound by deciduous trees and hedgerow serviced by a number of large detached historic houses and associated grounds. The Finn Valley is the largest of the three-character areas in the district and is dominated by the River Finn, its tributaries and associated valleys carved from the surrounding uplands. The Finn Valley has three distinct areas that change from west to east following the meandering River Finn, in the west the Finn and Reelan cut through highland bog areas creating two steep narrow river valleys flanked on either side by the rundale field pattern. These smaller rivers converge as the River Finn close to Cloghan, flowing into a wider gently undulating agricultural landscape of large square fields similar to the adjoining Laggan and Foyle Valley landscape character areas.

The River Foyle and the River Finn are an ecologically, strategically and historically important feature in this landscape.

There are a number of integrated or aligned assets/amenities located in neighbouring municipal districts, counties and on a cross-border basis which will require due consideration as part of this process e.g. the Barnesmore Gap Greenway, the Northwest Greenway, Walking For All (*PeacePlus funded programme*) Slí na Finne, The Croaghs. The MD is essentially rural and comprises of an outstanding natural environment with significant coverage of Natural Heritage Areas, Special Protected Areas and Special Areas of Conservation, along with a variety of landscapes and inland waterscapes offering endless possibilities for walking, cycling, orienteering, hunting, adventure and water sports and many more.

There are many excellent recreation, leisure and amenity facilities, reflecting significant investment in improving the physical, economic and social infrastructure of the subject site area and within the scope of the project. All of the above factors have played a very important role in influencing the economic, social, cultural and political landscape of today’s Donegal and the Lifford-Stranorlar MD. The development of a Community Trails Plan for the

Lifford-Stranorlar MD will further enable communities to work in a coordinated fashion ensuring the ongoing sustainable integrated and aligned development of community trails in East Donegal

3.0 DETAILED SPECIFICATION OF REQUIREMENTS

3.1 Aims and Objectives

The Community Trails Plan for the Lifford-Stranorlar MD will provide a planned, coordinated and impactful approach for the development and delivery of community trails, seeking to further support and nurture socially, economically and environmentally sustainable communities in the Lifford-Stranorlar Municipal District.

The objectives of the Community Trails Plan for the Lifford-Stranorlar MD are:

- To improve community relations through increased community ownership and cohesion
- To support urban and rural regeneration through improved accessibility and connectivity to facilities and amenities
- To enable local communities through the development of community trails and networks, to identify further recreational opportunities.
- To enhance and increase awareness of the local built and natural environment.
- To create a positive impact on health and wellbeing for all.
- To inform the future distribution of funding for the development of Community Trails, based on priority needs across the communities.
- To consider ongoing maintenance and management of trail assets

Parameters such as those referenced above must all be considered, providing for an informed, evidenced base approach and robust understanding of what constitutes quality provision in relation to Community Trails.

3.2 Scope of Requirements

The successful tenderer is required to deliver a focused written document with supporting map data including the following with each step consequently building to the next:

1. Establish a Project Steering Group to oversee the delivery of the project. The Steering Group will include 5/6 members only, who have detailed knowledge of existing community trails provision in the area and an awareness of future potential trails opportunities.
2. Consider most especially the wealth and diversity of the river network, lakes and woodlands within a rich sensitive and largely designated landscape.

2. Undertake a detailed Audit (digital and print report format) encompassing an overview of the landscape, an assessment of the extent and quality of existing community trail provision in the MD, and document existing, in-development and proposed future projects, facilities, and initiatives in relation to trail/path/walks development.

Methodology informing the audit will include:

- Desk-top research includes analysis of existing path/trail network to establish patterns of use, access points, facilities, proximity to population, distance to existing accessible green/blue space, and contribution to a wider visitor proposition.
- Extensive and robust consultation including but not limited to communities, key landowners and key stakeholders – e.g., Coillte, NPWS and Loughs Agency, statutory organisations, business and community groups and other interested parties.
- Validation site visits
- Development of a GIS (Geographical Information Systems) database and associated mapping, for analytical and presentation purposes – digital format to be agreed prior to appointment • Appraisal of options and timescales for delivery

3. Working closely with the Donegal Sports Partnership consider the 'Walking for All', participation-based walking programme which will engage over 14,000 people in walking in rural areas in N3orthern Ireland and the border counties of Ireland. This progamme is funded as a separate though entirely relevant and aligned piece of work through PEACEPLUS.

4. Assess future provisions for new community trails across the MD providing improved connectivity between existing community trails. This should incorporate a detailed analysis of the relationship of the current trail network/greenspace with proximity to population, and due consideration to demographics, deprivation, accessibility and contribution to the wider tourism agenda.

5 Develop an agreed collective Vision with the Project Steering Group for the development of Community Trails for the Lifford-Stranorlar MD, ensuring target-setting, informing the future direction of community trail planning across the MD, the prioritization framework for development and the identification of potential barriers to success is provided for.

6. Identify potential sites &/or areas suitable for new and future development opportunities to link existing trails, based on the audit analysis above and in agreement with the appropriate landowners and the local communities.

3.3 Progress Reporting

The successful tenderer shall engage in weekly progress meetings with the Project Steering Group whether in person or virtually throughout the contract duration.

3.4 Key Deliverables

The outputs to be delivered are as follows:

- An initial in person meeting with the Project Steering Group and regular weekly progress meetings either in person or online thereafter to consider project status, schedule, risks, issues encountered with solutions outlined. All meetings minuted and recorded for future reference.
- An audit report detailing the research, engagement with community, landowners, key stakeholders, supported with associated data and mapping.

- A Draft and then FINAL detailed Community Trail Plan for the Lifford- Stranorlar MD and associated print mapping outlining key actions and recommendations informing trial development. Project outputs will be presented to the Project Steering Group and to the Elected Members of the Lifford-Stranorlar MD, before end of Q2/2027.

4.0 ROLES AND RESPONSIBILITIES - THE EMPLOYERS TEAM

The project will be delivered by the Ballybofey and Stranorlar Integrated Community Company CLG (BASICC) as Lead Partner and Employer, with Donegal County Council as supporting partner in this contract.

This project is supported by the elected Members of the Lifford-Stranorlar MD and Donegal County Council.

BASICC, with Donegal County Council, will make decisions on priority actions, review delivery and expenditure and ensure the project objectives are met.

The Lead Consultant will meet at regular scheduled intervals with BASICC and the designated representative from Donegal County Council and key stakeholders as appropriate throughout the project lifecycle. Approval will be required at appropriate stages throughout the project, whereby the lead consultant will make presentations to BASICC and Donegal County Council and in dedicated workshops to the members of the Lifford-Stranorlar Municipal District and other relevant stakeholders as appropriate.

4.1 Experience and Expertise

The Lead Consultant must have experience in Outdoor Recreation, trail planning and development and countryside recreation project management, of projects that have been completed within the last 5 years, providing evidence that demonstrates the necessary skills, knowledge and experience of the organization and its capability to fill the role as Lead Consultant and successfully deliver the project. Include details of the scale, scope and complexity of the projects as previously referred, your role from inception to completion, the relevant qualifications of key staff and their membership of professional institutions.

Outline your expertise in a range of planning and management services for outdoor recreational, trails/walks and paths and associated facilities of a similar scale and variety as required for this project, in working with public sector clients and community stakeholders in developing proposals, working with business consultants on similar projects to facilitate the inclusion of economic enterprise and working with regulatory authorities in informing the development of outdoor recreation and associated infrastructural requirements.

The proposed Project Team structure should be submitted which clearly identifies and details the duties and responsibilities of key persons and lines of communication across all disciplines within the project team.

It is the responsibility of the Lead Consultant to verify the professional and technical ability of all project team members involved, ensuring all project team members possess and meet at a minimum all relevant standards of knowledge ability expertise and experience required to carry out a project of the nature and complexity, qualifications and technical capacity requirements, personnel and staff resources, financial capability, insurances, fair employment, health and safety requirements

In addition to the above the successful applicant must:

- Demonstrate an excellent understanding of outdoor recreation and how it can be developed in a sustainable manner.
- Demonstrate an excellent track record in delivering results and provide for a pragmatic yet solution focused approach to the project brief.
- Have experience of working with key stakeholders and state agencies in terms of managing external relationships to deliver project results.
- Access to own transport and have a good knowledge of the geography of the County.
- A clean driving licence.

Each tender proposal will include:

Details of the successful delivery of up to 3 previous contracts of a comparable nature and scale to the subject of this tender delivered during the previous 3-5 years.

Include Project Summary Sheets to a maximum of 2 A4 sheets of your work for each of the 3 reference projects to include: the project name, client name, project description, your role, delivery dates, contract value images, external funding bodies, details of stakeholder engagement, and a short summary outlining how the contract is comparable with the subject matter of the project proposal as outlined.

4.2 Programme

ACTIVITY	DATE	DURATION
Tender Issue	Tuesday 3rd November 2026	
Latest Date for Queries	2pm Tuesday 17th November 2026	
Tender Returns	2pm Tuesday 24th November 2026	
Tender Analysis	Wk. Commencing 7th December 2026	
Appointment	Wk. Commencing 14th December 2026	
DRAFT Presentation Report Completion	April 2027/Q1 2027 May 2027/Q2 2027	*20 working weeks* *Payment to Issue subject to completion and subsequent approval* *Staged Payments may be considered as appropriate*

The contract will be for a period no longer than 20 working weeks or earlier as agreed with the successful tenderer.

BASICC 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 confirmed should the need arise.

5.0 INSTRUCTIONS TO TENDERERS

5.1 Invitation to Tender.

BASICC, with the Community Development Division of Donegal County Council, wish to appoint consultancy services with experience in the development and delivery of Community Trails Plans.

The lead consultant will assemble, co-ordinate and lead a multi-disciplinary team of specialist consultants to deliver a Community Trials Plan for the Lifford-Stranorlar MD. This brief sets out the Terms of Reference for the consultancy services, the scope of work involved and associated timescales for the delivery of the project, providing instructions for tenderers and advises on the criteria that will be used for the assessment of tenders.

The Lead Consultant shall be the Employers main and single point of contact.

Tenderers are requested to provide a lump sum fee proposal to undertake the works as outlined.

Should the Lead Consultant deem this brief to have any omissions or gaps, these should be identified and priced as necessary. In addition to the lump sum fee, tenderers are required to insert hourly rates into a table of notional hours for the various grades of staff within each design team member firm as appropriate.

The Employer is not obliged to accept the lowest or indeed any quotation.

5.2 Evaluation Criteria

Suitability

BASICC with Donegal County Council will only consider quotations from competent and financially sound and compliant firms. To this end, you are required to confirm the following:

(a) General company information.
(b) Confirmation of tax compliance.
(c) Confirmation that the firm/party is appropriately insured.
(d) Confirmation via declaration that the firm is not bankrupt, guilty of corruption, fraud, money laundering, membership of a criminal organisation, not involved in child labour and/or human trafficking and is fully compliant with all its statutory obligations
(e) Confirmation that the assignment will be complete by May 2027

Assessment

The information provided by consultants will be assessed by BASICC and Donegal County Council as set out in the Evaluation and Award Criteria as set out below.

Evaluation and Award Criteria

- Quality Assessment 75%
- Cost Assessment 25%

The following criteria will be applied:

Criterion A		**Weighting**	**Maximum Marks**
Cost Criterion		25%	2500
Description	Lump sum figure and confirm: a) Hourly rate for all consultants, indicate number of hours to complete the project in line with the scope of works as outlined b) Clarify roles and responsibilities and allocate hours accordingly. All travel associated with meetings, expenses, printing, room hire etc. are to be included with the overall tender fee.		

Criterion B		**Weighting**	**Maximum Marks**
Methodology & Understanding of the Brief		40%	4500
Description	Tenderers must demonstrate in a clear and comprehensive manner: a) Their understanding and appreciation of the brief b) A rationale, propose approach and methodology of identifying key indicators and which will inform the outputs of Community Trails Plan and overall tracking of project deliverables and Gantt Chart noting all milestones, activities and durations. c) Overall project methodology, visualisation and programme management. As part of Item (c) please include a project programme outlining the various stages of work with key identified milestones to ensure delivery of the project over the project period. Please provide up to a maximum 1 page in response to each of the 3 sub-headings a)-c) as above, to a maximum of 3 pages in total. Each sub-heading a) – c) is marked from 1500 marks.		
Criterion C		**Weighting**	**Maximum Marks**
Quality and Expertise of Team Proposed		**35%**	**3000**
Description			

	Tenderers must provide detailed biographical summaries for each of the key personnel who it is proposed will be directly involved in delivering the required services. Tenderers must highlight the relevant experience and qualifications of the individual(s) conducting the services (each CV provided should be a maximum of two A4 pages). Tenderers should clearly set out examples of previous engagements in similar type projects including: • The specific role of proposed personnel in such engagements • The relevant experience of each team member. • Evidence that the tenderer, or in the case of a consortium, the lead consultant, shall have led a multi-disciplinary team on projects of similar scale, complexity, timeframe and cost Details of the successful delivery of up to 3 previous contracts of a comparable nature and scale to the subject of this tender delivered during the previous 3- 5 years. Include Project Summary Sheets to a maximum of 2 A4 sheets of your work for each of the 3 reference projects to include: • Project name • Client name • Project description • Your role • Delivery dates • Contract value • Images of the project • External funding bodies • Details of stakeholder engagement An outline of how the contract is comparable with the subject matter of the project proposal as outlined

The following formula will be applied to the cost criterion:

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

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	2500

Formula employed	$\frac{250 \times A}{B}$

Methodology for calculating scoring of qualitative criteria

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

5.3 Project Budget.

The budget allocated for the delivery of the Community Trails Plan for the Lifford-Stranorlar MD is **€22,000.00 - €24,500.00 EURO inc. VAT** and is to include all expenses.

Tenderers should note that BASICC reserves the right to terminate this commission on successful completion/part completion of any or none of the stages.

5.4 Submission of Tender Documents

(a) Closing Date

The closing date for receipt of written submissions **is 2pm on Tuesday 24th November 2026**

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

(b) Submission of Quotations

Quotations should be submitted on the e-tenders platform.

(c) Queries

All queries regarding this quotation should be submitted via the e-tenders platform

on or before 2pm on Tuesday 17th November 2026

Queries should be raised as soon as possible. For the purpose of circulating responses, queries will be edited to avoid disclosing the identity of the individual raising the query, and any sensitive information included in the query should be clearly indicated.

(d) Currency and Payments

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

All prices and rates quoted in invoices should be exclusive of VAT.

A schedule of payments will be agreed with the successful firm prior to appointment.

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

Insurance: Confirmation of the following insurances being in place:

• Employers Liability - €13 million

• Public Liability €6.5 million

• Professional Indemnity – Min €250,000

Turnover: Confirmation that the tendering party turnover exceeded €40,000.00 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.

(e) Confidentiality

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

(f) Conflict of Interest

Any conflict of interest involving a firm (or firms in the event of a consortium bid) must be fully disclosed to The Contracting Authority. Any registrable interest involving the firm and The Contracting Authority or employees of The Contracting Authority or their relatives must be fully disclosed in the quotation submission or should be communicated to The Contracting Authority immediately upon such information becoming known to the firm, 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 firm or invalidate an award of contract, depending on when the conflict of interest comes to light.

(g) Freedom of Information Act

All responses to this invitation to quotation will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the firm 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 rules and procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Firms are asked to consider if any of the information supplied by them in response to this request for quotation should not be disclosed because of its sensitivity. If this is the case, firms should specify the information that is sensitive and the reasons for its sensitivity. 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.

(h) Data Protection Firms are required to comply with all directions of the Contracting Authority with regard to:

(i) the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
(ii) local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities
(iii) comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:

- Data Protection Acts, 1988 and 2003 and
- All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

(i) Withholding Tax

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

(j) Interference and Inducement to Purchase

Any effort by the firm to unduly influence The Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of quotations and in decisions concerning the Award of Contract shall have their quotation rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(k) Notification of Evaluations

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

(l) Award to Runner-up

If for any reason, it is not possible to award the contract to the designated successful party emerging from this competitive process, or if having awarded the contract, The Contracting Authority considers that the successful party has not met its obligations, The Contracting Authority reserves the right during the quotation validity period to award the contract to the next highest scoring part on the basis of the terms advertised without re-opening the competition. This shall be without prejudice to the right of The Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

(m) Replacement Personnel

Notification must be sent in writing (by post or electronic means) as soon as possible to The Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of The Contracting Authority. Replacement personnel must be of equal or better standing that the existing personnel in terms of qualifications and experience.

(n) Copyright

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

(o) Responsibility of Successful Party

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.