Comhairle Contae Fhine Gall
Fingal County Council



CALL FOR TENDER

Services Contract

Wintering Birds Survey at Baldoyle Estuary

FCC.395.26

Procedure:	Open Procedure – National
Issue Date	As per eTenders notice
Etenders Reference	As per eTenders notice
Closing Date for Queries	As per eTenders Notice
Closing Date for Tender Submissions	As per eTenders Notice
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for submission of tenders	Tender Post-box facility on www.etenders.gov.ie Suppliers must register their interest on the eTenders website (www.etenders.gov.ie) in order to be included on the mailing list for clarifications.

Please note that information relating to this Call for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal *www.etenders.gov.ie*. Registration is free of charge and there is no charge for documents.

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority has provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

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Disclaimer

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

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

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

1. About the Contracting Authority

1.1 The Contracting Authority

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

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

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

Further information is available at our corporate website www.fingal.ie.

1.2 Small and Medium Enterprise Participation

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

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

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

1.3 Climate Action, Sustainable Procurement and Energy Management

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

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

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

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

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

2. Scope of the Requirement

2.1 Overview of the Requirement

Fingal County Council is seeking quotations from experienced ornithologists to undertake a wintering birds' survey of the Baldoyle Estuary and surrounding lands including the Racecourse Park in North County Dublin.

The surveys are to be carried out as soon as possible from December 1st, 2026, to March 31st, 2027, in line with the requirements outlined in Section 3.1.1. The consultant shall supply all materials and equipment. The consultant shall collate all study elements into one report, which is to be submitted to Fingal County Council with Excel sheets and Shapefiles of the data.

The survey has the following five key objectives:

1. To confirm the key roosting and feeding sites at the Baldoyle estuary and surrounding lands of Light-bellied Brent Geese (*Branta bernicla hrota*) and any other wintering and wetland bird species noted during surveys.

2. To determine the level of usage by migratory birds in the migratory bird quiet zone at: https://maps.app.goo.gl/Q9Zb8gD8GRPV7sJU7

3. To provide wintering bird baseline data to inform the AA screening processes for the development of a cycle route along the Golf Links Road in Portmarnock: https://maps.app.goo.gl/dF5P4KixzohgtxSJ9 and the development of a new car park at Moyne Road: https://maps.app.goo.gl/nJ2k9iyKXAu56nv16

4. To determine to what extent smaller ex situ open space areas near the Baldoyle estuary are being used by migratory birds. The names and locations of these sites are detailed in Appendix I.

5. To determine the pressures and disturbance levels that occur from recreational users and dogs.

2.2 Indicative budget

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

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

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

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

2.3 Details of Options

N/A

2.4 Pricing

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

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

All prices quoted must be inclusive of all charges for providing the services outlined in the detailed specification (Section 3) including insurance, expenses, and any duties, taxes or levies other than VAT.

All prices quoted to be exclusive of VAT.

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

2.5 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

2.6 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As per eTenders notice
Closing date for Queries	As per eTenders notice
Closing date for Tender Submissions	As per eTenders notice
Award Decision	Q4 2026
Contract Commencement	Q 4 2026

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

2.7 Award to Runner Up

If for any reason, it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3. Detailed Specification of Requirements

The Contracting Authority proposes to engage in a competitive process for the award of a contract as specified hereunder.

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

3.1 Specification

Fingal County Council is seeking quotations from experienced ornithologists to undertake a wintering birds' survey of the Baldoyle Estuary and surrounding lands including the Racecourse Park in North County Dublin. Appendix I shows the details of the sites to be surveyed. **The surveys are to be carried out as soon as possible from December 1st, 2026,**

to March 31st, 2027, in line with the requirements outlined in Section 3.1.1. of this tender brief.

3.1.1 Survey Requirements

The consultant shall undertake the following actions as part of this project.

1. The consultant shall survey the entirety of the Baldoyle Estuary from the inner estuary to the outer estuary, including Portmarnock Point and Portmarnock beach from the Portmarnock Golf Club and the Burrow Beach from Sutton Golf Club, as well as 24 surrounding ex situ sites that have been divided into sections marked A-K (see Appendix I for table of field codes and names and maps showing sites by field codes).

2. Survey methodology shall be based on the Bird Monitoring Methods - A Manual of Techniques for Key UK Species and shall take place for four days per month from December 1st, 2026, to March 31st, 2027 (16 weeks). Surveys shall be undertaken during suitable weather conditions and range of suitable tidal conditions, particularly during rising and high tides.

3. The consultant shall walk along each site's boundary or observe from a distance with binoculars where lands are not easily accessible and make detailed field observations on the wintering birds present; their numbers; and any key roosting and feeding zones. Any flyovers of Light-bellied brent geese (LBBG) should also be recorded, with the direction of flight noted.

4. If wintering birds are absent during the survey time, then, ensuring no risk of disturbance to birds, the consultant is to walk the site to note (1) the presence of any LBBG droppings, (2) the habitat type, and (3) evidence of habitat suitability for geese. Habitats should be classified using the Guide to Habitats in Ireland.

5. The consultant shall also make detailed field observations at each of the sites on any factors that may impact on feeding and roosting birds or influence their presence/absence and behaviour caused by walkers and dogs, cyclists and cars present in or near the sites. The methodology for the disturbance studies follows Lewis & Tierney 2014. Please see Appendix V for further details.

6. The consultant shall present the results through maps of the estuary and the terrestrial sites A-K showing the bird usage of the lands (See Appendix II for example) and provide a written description of how these fields are used by Birds of Conservation Concern (BoCCI) and Special Conservations Interests (SCIs) of the Baldoyle Estuary SPA (004016). The bird count results for the estuary can be presented as per Appendix III, and the bird count results for the terrestrial sites A-K as per the example in Appendix IV. One overall map showing all key feeding and roosting sites within the Baldoyle estuary and the surrounding terrestrial site is to be included in the report. An Excel sheet of data should be compiled and formatted as per Appendix VI and provided to Fingal along with any shapefiles created as part of the surveys.

7. The consultant shall also present the results of the disturbance surveys through a written description and tables showing the disturbance events and numbers and species of birds affected.

8. The consultant shall compare this year's wintering bird survey with previous wintering bird surveys and elaborate on any similarities and differences (e.g. key roosting and feeding locations, numbers and species using sites). The most recent survey from winter 2025/26 used a methodology based on the Bird Monitoring Methods - A Manual of Techniques for Key UK Species. Reports will be provided to the consultant by the Council upon appointment.

9. The consultant shall determine the use by migratory birds of the field where a new car park is to be built in the future. The species and their number are to be noted and the key feeding and roosting locations within the field marked on a map.

10. The consultant shall determine the use by migratory birds of the sites along the Golf Links Road where a new cycle route and car park are to be built in the future. The species and their number are to be noted and the key feeding and roosting locations within this area marked on a map.

11. The consultant shall report on the use by migratory birds (species and their abundance) of the migratory bird quiet zone and make recommendations for improvement if necessary.

12. The consultant shall cater for two online project management meetings with the FCC Biodiversity team: one online meeting at project inception and one at draft report stage.

The wintering bird survey shall be carried out from the first week of December 2026 to the end of March 2027 (16 weeks). A draft report shall be submitted to Fingal County Council by 10th May 2027. Fingal will provide feedback within three weeks of receiving the draft report and the consultant is to submit the final report by the end of June 2027 at the latest.

3.1.2 Meetings

The consultant must allow for two meetings, one at project inception to discuss the project; and one to discuss the draft report with the Fingal Biodiversity Officer.

3.1.3 Project Timeline

The wintering bird's survey work shall be carried out between 1st December 2026 and 31st March 2027. The draft report on the wintering birds' surveys shall be submitted by the consultant to Fingal County Council for comment by 30th May 2027. The consultant shall complete and submit the final report within three weeks of receiving comment from Fingal and by 30th June 2027 at the latest.

3.2 Works Locations

The Baldoyle Estuary is located between Baldoyle and Portmarnock in North County Dublin https://maps.app.goo.gl/oUzy3MdfFZsKqPem9

Please see Appendix I for details of the lands to be surveyed, which have been divided into sites with Field codes, that are detailed in Table 1 along with coordinates of each site.

It is recommended that the contractor visits the site and reads the specification and ascertain for him/herself the nature and extent of the site, means of access to and condition of sites and any other matters that may affect the quotation. No subsequent claims for extras will be allowed in respect of site conditions visible at the time of providing a quotation. The Contractor shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his quotation for the works and to have obtained all necessary information in relation to the sites which may have influenced his quotation, including making allowances for adverse weather conditions.

A site visit can be organised subject to availability by contacting Lorraine Bull on 087 666 9470 or lorraine.bull@fingal.ie.

Hours of work shall be between 8am to 6pm Monday to Friday. No work will be permitted on Saturday and Sundays and no works should be undertaken on days designated as public holidays.

3.3 Reporting

- The consultant shall collate the results of all surveys and present in one report to be provided to the Client for comment and approval. The report shall include the bird numbers from each of the counts, behavioural observations, and maps detailed in Section 3.1.1 and Appendices.
- The final report shall be based on the draft report and the comments provided by the client.
- The consultants shall furnish the Client with a digital copy of the final report along with an Excel sheet of data compiled as per Appendix IV. Spatial data should consist of a ESRI File Geodatabase or Map Package, GIS data supplied in geodatabase format shall include datasets containing the relevant feature classes, GML (caters for all types of geometry i.e. points, lines, polygons). More particularly data supplied to Fingal County Council must comply with the Council's G.I.S Spatial Data Requirements document.
- The draft report for the wintering birds survey shall be submitted to the Client by 10th May 2027. The client will provide feedback within three weeks of receiving the draft report and the consultant is to submit the final report by the end of June 2027 at the latest.

3.4 Health and Safety

The contractor will comply with all responsibilities and obligations under the Safety, Health and Welfare at Work Act, 2005 and subsequent regulations and amendments to same. Upon contract award, the contractor must submit a site-specific Safety Statement, along with a site-specific methodology statement and Risk Assessment covering the range of personnel and equipment to be present on the site as prepared in accordance with the Safety Health and Welfare at Work Act 2005.

The contractor selected to carry out the surveys shall provide full and adequate supervision during the progress of the works. No extra claims will be entertained for the provision of Safety Statements, Safety Plans, Safe Work Practice Sheets or any other Safety Documentation, as may be required by Fingal County Council. The same shall apply to any attendance at Safety Meetings requested by the Executive Parks Superintendent.

Where the contractor is deemed not to be taking sufficient precautions in relation to such safety regulations, he may be instructed to carry out the necessary operations to ensure such safety. This shall not relieve the Contractor of his obligation to take adequate precautions in the first instance.

3.5 Duration

This Contract will initially operate for a period of 12 months and may be renewed for further successive periods of 12 months to a maximum of one (1) extension subject to continued satisfactory compliance with the terms of the Contract. The maximum overall term of the contract will be 2 years.

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

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority as outlined in sections 3.1.2 and 3.3 of this CFT.
- Meet, as and when required to review and examine performance these meetings will be held in person on site or through MS Teams. Please note there will be a requirement for an in-person site meeting with the Contracting Authority Biodiversity Officer.
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Complete surveys in accordance with the Project Timeline as outlined in the section 3.1.1 of this CFT.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

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

3.7 Compliance with the Terms and Conditions

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

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

3.8 Health and Safety

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

4. Selection Criteria

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

In the event that Tender Applicants have previously been involved in providing these services for the Contracting Authority, they should not assume that the Contracting Authority Council is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tenderers to ensure their tender response is complete and includes all relevant information.

4.1 Relying on the Standing of Other Entities

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

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

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

4.2 General, Financial and Legal Requirements

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search. The criteria and rules outlined below are assessed on a **pass/fail basis**.

Failure to comply with the requirements will result in your tender being considered inadmissible.

General
Provide contact and general information on the tendering organisation – company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.
Legal Compliance
Complete the Declaration of Bona Fides as per Art 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 as contained in the Tender Response Document. Complete the Declaration regarding their compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment/operation is required. Complete the Declaration on Article 5k regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine as contained in the Tender Response Document.
Financial

Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Turnover	Confirmation that the tenderer / all parties associated with the tenderer have generated a minimum annual turnover of €100,000 for each of the three immediately preceding financial years or pro-rata if more recently established. Audited financial statements must be provided upon request for each year, which must include an unqualified audit report on these financial statements.
Insurance	Confirmation of the following insurances being in place: • Employers Liability - €13,000,000 • Public Liability - €6,500,000 • Professional Indemnity - €1.0 million
In the case of Employer's Liability, Public Liability Insurances and Product Liability, an indemnity to Principals clause must be included. Insurances provided must be authorised for this jurisdiction. The Contractor shall be responsible and take due precautions for the safety and custody of any plant / equipment / materials required for the delivery of the supplies on the Client's premises.	

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

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

4.3 Professional and Technical Ability

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search. The criteria and rules outlined below are assessed on a **pass/fail basis**. Failure to comply with the requirements will result in your tender being considered inadmissible.

Previous Contract Examples
Tenderers must provide two (2) examples of the successful delivery of contracts of a similar scale and nature to those sought under this RFT undertaken within the last five (5) years

(immediately preceding the date of publication of this RFT) which demonstrate the level of experience and ability necessary to meet the requirements of the Contracting Authority.

Tenderers must ensure they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the Services sought within this RFT. Tenderers are required to provide this information in the format set out in the Tender Response Document attached.

The examples must demonstrate the tenderer's experience and capacity in delivering contracts of a similar nature, scale and complexity, including as appropriate:

- Must hold membership of CIEMM
- Ornithologist with no less than 5 years' wintering bird survey experience
- Reporting and GIS mapping experience

Tenderers must provide CVs for the proposed ornithologists that will be carrying out the wintering bird surveys, clearly demonstrating their qualifications and experience similar to those sought under this contract.

Please note only the first two examples submitted will be evaluated.

References

Tenderers must provide the contact details of two (2) clients that may be contacted on a confidential basis in relation to these contracts to confirm satisfactory delivery of the contracts. Details should include names, addresses, and telephone numbers. Tenderers are required to provide this information in the format set out in the Tender Response Document attached.

Please note only the first two client references submitted will be evaluated.

Health and Safety

Confirmation of operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation in the format set out in the Tender Response Document.

Quality Management System

Demonstration of a commitment to quality assurance and details of quality assurance policies and systems and whether third party certified in the format set out in the Tender Response Document.

5. Award Criteria

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

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

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

The following criteria will be applied:

Criterion A		**Weighting**	**Maximum Marks**
Cost Criterion		100%	1,000
Description	Please complete the pricing schedule in the Tender Response Document (TRD)		

5.2 Methodology for Calculating the Cost Score

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

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

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

5.3 Clarification / Verification Meetings

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

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

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

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

5.4 Clarification of Abnormally Low Tenders

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

6. Instructions to Tenderers

6.1 Submission of Tenders

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

The Contracting Authority is using the Tender Post-box facility, and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any

other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

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

Tenders must be submitted in English.

Optional Text for consideration:

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

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

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

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

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

6.2 Closing date for Tenders

The closing date for tenders	Set out on cover page

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

6.3 Queries

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

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

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

6.4 Extension of Tender Period

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

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

6.5 Tender Validity Period

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

6.6 Discrepancies between documents

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

6.7 Amendment of Tender Documentation

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration.

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Conflict of Interest

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

6.11 Collusive Tendering

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

disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

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

All responses to this Call for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this call for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, European Communities (Access to Information on the Environment) Regulations 2007 to 2014 EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

6.13 Data Protection

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

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

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the

Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

New Text in updated OGP Templates

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

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

6.14 Publicity

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

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

6.15 Correction of Errors

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

In the case of manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be

considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

6.16 Notification of Tender Evaluations

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

6.17 Services Contract

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

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

6.18 Return of Signed Contracts

The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority by the date specified (or no later than seven (7) calendar days where no date is specified) from the date notified in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract.

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

6.19 Change in the Composition of a Tender

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

6.20 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or

advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being.

6.21 Right Not to Award

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

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

6.22 Award Notices

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

6.23 Policy on Personal Debriefings

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

6.24 Copyright

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

6.25 Brand Names, etc.

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

6.26 Environmental Aspects

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

6.27 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

7. General Information Relevant to Successful Tenderers

7.1 Currency and Payments

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

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

7.2 Withholding Tax

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

7.3 Irish Legislation and Law

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

7.4 Late Payment

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

7.5 Dignity at Work

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

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

7.6 Change in Law

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