REQUEST FOR TENDER

CONTRACT

Title:	Scenario scoping and development for climate adaptation planning in Ireland
Contracting Authority:	The Environmental Protection Agency on behalf of the Climate Change Advisory Council
Procedure:	Open
Procurement Registration Number	C000056
eTenders/OJEU ref:	9540615
Issue Date:	20/11/2026
Closing Date for Queries:	08/12/2026 at 14:00
Closing Date for Tender Submission:	17/12/2026 at 14:00
Submissions and Queries via:	eTenders only

The EPA will publish a number of documents as part of this procurement process, details of these documents are provided below. Applicants are recommended to read the documents thoroughly.

Relevant Documents included in this Procurement Process				
Completed Request for Tender	Yes	X	No	
Tender Response Document	Yes	X	No	
Terms & Conditions for Services/Goods	Yes	X	No	
Standard Contractual Clauses (where contract may be awarded outside of the EU – Incl. the UK and personal data is an element of the Contract).	Yes	X	No	

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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.

Applicants 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.

Note

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.

The Environmental Protection Agency (EPA) have 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.

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Environmental Protection Agency & the Climate Change Advisory Council

The Environmental Protection Agency ('EPA') seeks quotes for the provision of research services on a serious game for climate adaptation planning on behalf of the Climate Change Advisory Council ('the Council').

The Council was established under the Climate Action and Low Carbon Development Act 2015.

The Council is an independent advisory body tasked with assessing and advising on how Ireland can achieve the transition to a low carbon, climate resilient and environmentally sustainable economy.

Under Section 9 (18) of the Climate Action and Low Carbon Development Act 2015, the EPA is to:

> (a) provide the Advisory Council with such services of a secretarial and administrative nature as is appropriate for the performance by the Advisory Council of its functions, and
>
> (b) permit the Advisory Council to avail of the use of its premises, or such part of its premises as, following consultation between the Advisory Council and the Agency, is considered appropriate, for the purposes of the performance by the Advisory Council of its functions.

The Council is mandated by legislation to undertake review of progress on addressing climate issues and produce an Annual Review. The Climate Action and Low Carbon Development Act 2015 (as amended) sets out the requirements for the Annual Review and Report under Section 12 of the legislation. The Act as amended sets out the Council's role in the production of advice to provide modelling and analytical support for the development of carbon budget proposals.

The Council has also established an Adaptation Committee that is tasked to provide advice and guidance to the Council for consideration on matters relating to climate change adaptation. This includes:

- national policy related to climate change adaptation, in particular the National Adaptation Framework, Sectoral and Local Adaptation Plans
- contributions on climate change adaptation for Council reports
- Council statements related to climate impacts, risks and vulnerabilities
- any other issues delegated to the Committee by the Council

The Council consists of a chairperson and not fewer than 8 and not more than 13 ordinary members, including ex-officio members from the EPA, Teagasc and Met Éireann. For more information about the Council, please see: https://www.climatecouncil.ie/aboutus/councilmembers/

The Council is supported by a full time Secretariat.

1.2 Geographical Distribution

The Climate Change Advisory Council Secretariat is based in:

- Regional Inspectorate Dublin: McCumiskey House, Richview, Clonskeagh Road, Dublin 14 & Clonskeagh Square, Dublin 14
- EPA Headquarters: Johnstown Castle Estate, Co. Wexford

1.3 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, manpower, previous experience) and or to deliver contracts. 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 PROCESS

2.1 Title of Contract

The Contracting Authority proposes to engage in a competitive process for the award of a nine-month service contract for the design, development and testing of a serious game for climate adaptation planning as specified hereunder.

2.2 High Level Overview of the Contract

The main objective of this applied research is to create a serious game on climate adaptation to be played by Irish stakeholders including policymakers, public bodies, businesses, academics and community representatives.

The project will include a review of existing literature and best practice and the development of a serious game situated within an Irish context. The game will support participants in evaluating adaptation investment decisions under uncertainty and applying Dynamic Adaptive Policy Pathways (DAPP) principles.

The successful tenderer will be required to design, test and deliver a primarily analogue serious game, produce supporting game materials in a sustainable and editable way and facilitation resources, facilitate three stakeholder gaming hackathons, and deliver train-the-trainer sessions.

Final outputs will include literature review, playable game sets, a facilitator's guide, supporting presentation materials, a project report and an evaluation of game testing outcomes.

The final output should also be editable should changes to the game be required to ensure longevity and accuracy of information being used in the scenarios.

2.3 Details of Options

No options for additional requirements linked to the original scope of this service are envisaged. One additional extension for a maximum of 3 months can be negotiated by each party. This may be granted in the event of unforeseen delays outside the reasonable control of either party, or to ensure the satisfactory completion of project outputs.

2.4 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	20/11/2026
Closing Date for Queries	08/12/2026 at 14:00
Closing Date for Tender Submission	14/12/2026 at 14:00

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.

2.5 Duration of the Contract

The contract will be for a maximum period of one year.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. One additional extension for a maximum of 3 months can be negotiated by each party at no additional cost should it be required.

2.6 Estimated Value for the Contract

It is envisaged that maximum spend under this contract will not exceed €100,000 excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the contract.

2.7 Compliance with the Terms and Conditions of the Contract

Award of contract will be conditional upon acceptance of the Contracting Authority's 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.

2.8 Award to Runner Up

If, following the award of a contract, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract 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 SPECIFICATION OF REQUIREMENTS

3.1 Background

Serious games, defined as games used for purposes other than entertainment, are powerful tools to help catalyse climate action. They can provide the opportunity to explore different climate futures, build capacity and capability to deal with complex climate and development challenges, and socialise adaptation priorities with diverse publics.

Climate adaptation serious games cover a wide range of topics including urban development, water management, climate risk attribution and flood risk management, and multi-functional land use planning. They can be fully analogue or include

simulation or digital aspects. They also offer the opportunity to role-play. Role-play allows participants to reflect on other attitudes, experiences, and worldviews and, in return to critically question their own.

A useful framework through which to consider the positive impact of such games is that of social learning. Social learning consists of three components: changes in knowledge (or cognitive learning); changes in values or beliefs (known as normative learning); and changes in networks and relationships (or relational learning).

Serious games foster systems thinking, collaboration, and policy evaluation and create an innovative and exploratory space to test real world impacts in a safe simulation setting.

3.2 Detailed Specification of Requirements

The main objective of this applied research is to create a serious game on climate adaptation to be played by Irish stakeholders including policymakers. The project will specifically:

- Review of literature and best practice example of serious games focused on climate change adaptation.

Develop a serious game situated in an Irish context

- The game should teach players the value and importance of negotiation in decision making consideration of trade-offs and future planning with uncertainty.
- The game should focus on mitigating drought and flood risks (both coastal and inland) at a catchment scale, in an Irish setting, and support players in evaluating investment decisions in an uncertain decision-making environment.
- The game should draw on the principles of Dynamic Adaptive Policy Pathways (DAPP) and support the development of multi-stakeholder decision-making approaches that enable decision makers to create a strategic vision that allows actions to be taken over the short, medium and longer-term and the establishment of a framework to guide future actions.
- The game should embed just transition principles, ensuring that climate adaptation decisions account for climate vulnerabilities, and community resilience.
- The game should be designed to be accessible and engaging for a diverse range of stakeholders, including policymakers, public bodies, academia, businesses and community representatives, with varying levels of knowledge and experience in climate change adaptation.

- The game should consider direct and indirect climate risks and enable players to understand how climate impacts can trigger cascading effects across sectors and regions,
- The game should be informed by relevant Irish climate data and climate risk assessment evidence, ensuring that gameplay reflects plausible future climate risks and adaptation challenges.

The main methods for this research will be:

- Literature review.
- Design, testing and delivery of a primarily analogue (desktop application) serious game focused on climate change adaptation. Testing should be undertaken with a diverse range of stakeholders at a hackathon session to raise awareness and encourage its wider use after finalisation.
- Facilitated sessions to train the trainers to help to run the game in a range of settings.
- Facilitation of reflection and learning in- and post-game discussions to consider decisions made, compare outcomes across groups, and examine how lessons learned can be transferred to real world application.
- Three gaming hackathons with a range of stakeholders including relevant government department representatives, local authorities and other relevant agencies to help to create the social learning objectives referenced above including the application of Dynamic Adaptive Policy Pathways. The Climate Change Advisory Council will assist the research team to identify relevant stakeholders for each hackathon to discuss the issues of drought and flood risk utilising the game. The hackathons will also provide an opportunity to test, refine and further develop the game in collaboration with end users. The research team will run the hackathons with participation/support from the Council Secretariat as available. Associated costs, including venue hire and event logistics, should be accommodated within the project budget.

Deliverables

- Literature Review
- 1-1.5-page Executive Summary
- Non-technical Summary
- Outline of the game specification process
- A summary of evaluation findings from game testing, including participant feedback that should be incorporated into the final game.
- A serious game that includes scenarios relevant to Ireland as specified above. It must also include:
    - Ten copies of a playable serious game including physical game components (cards and other instructive materials as needed) and an accompanying PowerPoint or similar deck to help run the game

scenarios and facilitate playing the game. All game materials in a format that can be readily reproduced and used by third parties following project completion.

- A facilitator's guide detailing game objectives, setup requirements, rules, gameplay instructions, facilitation techniques and evaluation guidance. A key component of the game will be three training the trainers events to help socialise and roll out the game in a number of settings. This should be provided in an editable format.

3.3 Monitoring of the Contract

A contact point within the Secretariat and a supporting steering committee will be appointed at the start of the contract to monitor progress, guide the different phases of the work and to comment on the quality of the work and timeliness of the deliverables. The successful tender organisation will be required to attend meetings and liaise with the contact point / steering committee on a regular basis.

For the proposed nine-month contract, the minimum meeting schedule will comprise:

- A project kick-off meeting at the commencement of the contract.
- A minimum of five progress review meetings at key stages of the project to discuss progress and any issues requiring resolution.
- A final presentation of the completed serious game, key findings and project outputs to the Adaptation Committee.

Additional meetings may be required as necessary and will be agreed with the successful tenderer.

3.4 Account Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

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

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the EPA will not pay separately for account management activities). The EPA will

nominate authorised staff to liaise with the successful tenderer and delegate as required.

4 ELIGIBILITY CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this contact, 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.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 4.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 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.

4.3 General Declarations and Financial 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 the 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 consortium members if applicable.	
Declaration	
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and 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 the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.	
Financial and Economic Standing	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Turnover and Financial Standing	(a) Confirmation that the tendering party turnover exceeded €200,000 during one/each 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:

Insurance Type	Required Level
Employer's Liability	€13 million
Public Liability	€6.5 million
Product Liability	€6.5 million
Professional Indemnity	€1 million

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 the tender being considered inadmissible.

4.4 Technical Capacity Requirements

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	Minimum Number
Minimum criteria - A minimum of a QQI level 9 qualification in biodiversity, climate change, environmental sciences, environmental social science or other relevant academic fields. - Possess a strong track record of working in collaboration with stakeholders - Relevant experience in the delivery of similar services;	1
Previous Experience	
Tenderers must provide information clearly demonstrating successful delivery of 3 previous comparable experience, involving the following features: • Delivery of similar services to those described in this RFT. A description of services directly relevant to the subject matter of this RFT undertaken by the proposed team should be included with the tender response. • Copies of or links to relevant reports or outputs from previous work should be included with the tender response.	
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 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.

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

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks**
	25 %	2,500	n/a
Cost	**Total Cost**		
	Tenderers must complete the Form of Tender in the TRD providing the total cost for the delivery of the services specified. The total cost proposed must incorporate all expenses including involved in delivery, but not limited to administrative services, travel, venue/catering costs, materials, I.T. and/or telephone expenses and all other ancillary costs/expenses).		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks 60%**
	30%	3,000	1,800
Quality	**Quality of technical and human resources offered**		
	The human resources offered must be supported by evidence of technical capabilities in the design, and development of serious games, stakeholder engagement, facilitation, user-centred design, and digital tool development Tenderers should demonstrate, through proven track record, their candidate's technical ability to undertake the specified work. Tenderers must highlight the relevant experience and qualifications of the individual conducting the services (each CV provided should be a maximum of two A4 pages).		
Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks 60%**
	35%	3,500	2,100
Methodology & Approach	**Methodology and programme of work to meet delivery requirements**		
	Tenderers must clearly outline how they intend to undertake the work and provide an indicative schedule for the delivery of the services specified.		

	Tenderers must clearly outline the timeframe, key milestones and detail the involvement of proposed personnel. Tenderers should identify where they expect bottlenecks if any, and provide solutions to resolve same within the alotted timeframe. Tenderers should also outline any potentials risks, contingencies and how these will be dealt with. Tenderers should also outline their approach to reporting and communication with the Secretariat and the steering team.		
Criterion D	**Weighting**	**Maximum Marks**	**Minimum Marks 60%**
	10%	1,000	600
Sustainability	Efforts to reduce project environmental impact		
	Ireland has committed to implementing green public procurement (GPP) in all tenders using public funds. The EPA supports this committment by ensuring that the application of sustainable initiatives remains at the forefront of all procurement processes. Please demonstrate, in your response, how you will champion sustainability in delivery of the services outlined in Section 3.1.		

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

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**
Cost for the tender being evaluated	**B**

Maximum Points available for Cost	**C**
Formula employed	**$\frac{A \times C}{B}$**

5.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Outstanding	An outstanding 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 – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
61 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
60%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 60% is unacceptable and considered ineligible from further consideration		

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

5.3 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

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 considering 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 based on 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 INSTRUCTION FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the postbox facility on eTenders, and tender responses 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, post or hand delivery) will **NOT be accep**ted.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

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 new 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 new 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

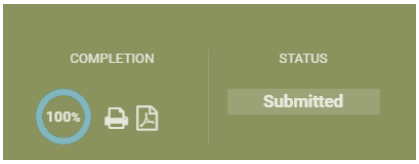
Accessing documents

It is important to note that you must ensure you **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

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, 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 Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the EPA, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing. The EPA reserves the right to disqualify incomplete tenders.

While tenderers are requested to ensure they have included all of the information requested as part of this tender, excess documentation impedes the evaluation process and should not be submitted.

6.3 Closing Date for Tenders

The closing date for tender submission is 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.

6.4 Queries

The closing date for submitting queries is 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.

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.

6.5 Extension of the Tender Deadline

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.

6.6 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.

6.7 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.

The Contracting Authority may also have supplied a Tender Response Document as the template to be used in preparing the tender submission. If there is any discrepancy between the Tender Response Document and the Request for Tender please contact the Contracting Authority as soon as possible.

6.8 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure the following:

- The first page of their tender contains all relevant contact information
- All responses should include page numbers and a contents page
- Follow, where possible the number structure of the Invitation to Tender
- Ensure that the tender response is structured in a format for ease of evaluation customised to the RFT

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.

6.9 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.

6.10 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.

6.11 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.

6.12 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 (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.

6.13 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.

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.

6.14 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.

6.15 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.

6.16 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.

6.17 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.

6.18 Notification of Tender Evaluations

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

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer 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').

6.19 Award Notices

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.20 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.

6.21 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).

6.22 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".

6.23 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.

6.24 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.

6.25 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 euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

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.

6.26 Irish Legislation and Law

Tenderers should be aware that Irish 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 and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

6.27 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.

6.28 Accessibility / Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work in respect of its personnel. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel, nothwithstanding that the successful tenderer(s) is/are responsible for their own personnel in this respect, and not the Contracting Authority.

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.

6.29 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).

6.30 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.

6.31 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.

6.32 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.

6.33 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,

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.

6.34 Restrictive measures in the context of Russian actions in the Ukraine

In the light of Russian actions in the Ukraine, the European Council adopted a new regulation – EU Regulation 2022/576, aimed at restricting participation in economic activity by economic operators from the Russian Federation. Article 5K of the Regulation prohibits the award or continuation of contracts falling within the scope of the Public Procurement Directives to persons or undertakings related to the Russian Federation. To comply with EU Regulation 2022/576, the EPA is seeking a declaration from economic operators as part of the bid response process.