Comhairle Contae Dhún na nGall
Donegal County Council

OPEN PROCEDURE

REQUEST FOR TENDER FOR A CONTRACT

Scope of Contract	Ecological Surveys and Biodiversity, Habitat and Invasive Species Management Planning – Cill Ulta and Bhaile Chonaill Estate, An Fál Carrach, Co. Donegal
Procedure	Open Procedure – National Level
Key Dates	
Issue Date	**As per eTenders**
Closing Date for Queries	**As Per eTenders**
Closing Date for Tender Submissions	**As Per eTenders**
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only

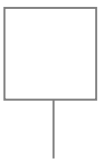
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal *www.etenders.gov.ie*. Registration is free of charge and there is no charge for documents.

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

Please note that the Contracting Authority has supplied a Tender Response Document (and where relevant a separate pricing document) which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

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

1.2 Disclaimer

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

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

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

1.3 Use of eTenders

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

1.4 Use of a Tender Response Document

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

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

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

1.5 Small and Medium Enterprise Participation

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

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

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

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

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

2 OVERVIEW OF THE REQUIREMENT

2.1 High Level Scope

Donegal County Council has secured funding from The North Western Regional Assembly Decarbonising Zone Scheme (co-funded by ERDF and the Government of Ireland) to undertake ecological surveys and biodiversity and habitat management assessments at two selected sites in An Fál Carrach. The work includes habitat and species surveys, invasive species assessment, woodland and Corncrake habitat management recommendations, GIS mapping and stakeholder engagement.

The sites are at Cill Ulta and Baile Chonaill which are owned by Údarás na Gaeltachta.

The project aims to carry out:

- *Work Package 1 – Cill Ulta Site (13-acre site)*
  - Biodiversity Survey and Invasive Species Survey
  - Review of existing Cill Ulta Biodiversity Action Plan which expires end 2027 and preparation of updated actions to inform the next iteration, including recommendations on Woodland Management and Corncrake Habitat Management.
- *Work Package 2 – Bhaile Chonaill Site (41-acre site)*
  - Biodiversity Survey and Invasive Species Survey
  - Preparation of Invasive Species Management Plan for Bhaile Chonaill Estate and a report with recommendations on Biodiversity, Woodland Management and Corncrake Habitat Management.

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Dates for Site Visit (if applicable)	n/a
Closing date for Receipt of Tenders	As specified on title page
Queries via eTenders during standstill period (if applicable)	n/a
Award decision	January 2027
Contract Commencement	January 2027

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

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising

from any changes in the Customs Union, which render the commercial arrangement uncompetitive. Termination of any Contract will be carried out in accordance with the Terms and Conditions of the relevant contract.

2.4 Compliance with the Terms and Conditions

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

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

2.5 Award to Runner Up

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

3 DETAILED SPECIFICATION OF REQUIREMENTS

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

3.1 Specification

3.1.1 Location of Project Sites

The Specification is divided in two work packages, one for each project site comprising lands owned by Údarás na Gaeltachta at:

- Bhaile Chonaill Estate, Fál Carrach (41-acre site)
- Cill Ulta, Fál Carrach (13-acre site)

Both sites are adjacent to or within Falcarragh to Meenlaragh SPA (Site Code 004149), for which the conservation objective is focused entirely on maintaining and restoring the breeding population and habitat of the Corncrake (Crex crex).

Both sites are located within the An Fál Carrach/Gort an Choirce Decarbonising Zone (see Donegal County Council's Climate Action Plan 2024 - 2029[1]).The project aims to establish ecological baselines, identify biodiversity enhancement opportunities and develop management plans that support habitat restoration, climate resilience and future funding applications.

See Figures 1 and 2. GIS Shapefiles of Project Site boundaries are provided with this RFT.



Figure 1: Project Sites within the DZ

[1] Climate Action Plan | Donegal County Council



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Figure 2: A closer look at the Project Sites- Cill Ulta and Baile Chonaill in relation to Falcarragh to Meenlaragh SPA

The completion of each work package shall allow for submission of draft deliverables, stakeholder and client review, and incorporation of feedback for final versions.

3.1.2 Work Package 1 – Cill Ulta Site

Cill Ulta (Lárionad Acmhainní Nádúrtha) is a community-led social enterprise based in Fál Carrach, Donegal that promotes sustainable rural development, biodiversity conservation and agricultural innovation. Working closely with local farmers and stakeholders, the organisation has delivered a range of projects focused on habitat restoration and Corncrake conservation within and around the Falcarragh to Meenlaragh SPA. Through initiatives such as the Cúlra Créafóige EIP, Cill Ulta has helped integrate nature conservation with community and economic development across the Cloughaneely area.

Work Package 1 focusses on the Cill Ulta site which is on 13 acres of land and currently includes:

- 1 acre of glasshouse
- 7 commercial polytunnels
- 2 testing/research polytunnels
- Arable cultivation fields

- An apiary
- Vegetable packing facilities
- Rainwater harvesting and demonstration infrastructure

3.1.3 Work Package 1 - Scope of Requirements

The Killult-Cill-Ulta Townland Community Biodiversity Action Plan 2022-2027 was prepared for Cill Ulta (Lárionad Acmhainní Nádúrtha). A copy is provided with this RFT.

The plan provides a biodiversity baseline for the wider Cill Ulta townland and sets out actions to protect and enhance habitats, species and ecosystem services within the area, including the adjacent Ballyness Bay SAC and Falcarragh to Meenlaragh SPA. Particular emphasis is placed on Corncrake conservation, pollinator-friendly land management, invasive species control, community engagement and biodiversity education.

While the Plan covers the wider Cill Ulta townland (c. 780 ha), the majority of the actions are focused on the Cill Ulta social enterprise lands (the Glasshouses site and associated fields), referred to throughout the document as the "Plan Focus Area (PFA)". The PFA concentrates its recommendations on biodiversity management, Corncrake conservation, pollinator enhancement, woodland management, environmental education and community engagement measures within the ~13-acre Glasshouses site and associated lands. The site is recognised as a key biodiversity asset within the wider Falcarragh to Meenlaragh SPA and Ballyness Bay SAC landscape.

While the overall Biodiversity Action Plan is not due for review until end of 2027, the following tasks, in relation to the PFA only, are required as part of this commission:

Task 1 Inception Meeting

- Attend inception meeting with Donegal County Council, Údarás na Gaeltachta, Cill Ulta Board and relevant stakeholders.
- Confirm survey extent, methodology, programme and reporting requirements.

Task 2 – Killult / Cill Ulta Biodiversity Action Plan Implementation Review

Engage with Cill Ulta staff to review delivery of all actions proposed within the PFA under Plan Objectives 1-3.

Assess:

- Which actions were completed.
- Which actions were partially completed.
- Which actions were not progressed.
- Whether actions remain relevant.

Outputs

- Action audit table.
- Lessons learned report.

- Recommendations for actions to carry forward into the 2028 -2030 Plan.

Task 3 - Updated Habitat Survey of the PFA

- Map habitats across the PFA.
- Classification to Fossitt Habitat Classification Level 3.
- GIS-based habitat mapping.
- Identification of habitats of conservation importance.
- Identification of habitat connectivity opportunities.

Survey areas

- Crop fields.
- Polytunnel surrounds.
- Glasshouse grounds.
- Scrub and woodland.
- Reservoirs.
- Dune and grassland fragments.
- Early-cover Corncrake habitat.

Deliverables

- Habitat Survey Report including habitat change assessment since 2021.
- GIS habitat map to Fossitt Level 3.
- Identification of opportunities for biodiversity enhancement.

Task 4 - Corncrake Habitat Assessment

Assess

- Extent of early cover.
- Quality of nettle stands.
- Suitability of crop management.
- Disturbance pressures.
- Habitat connectivity within the site.
- Examine Corncrake food availability on site via sample point survey

Deliverables

- Corncrake habitat condition assessment.
- Site-specific management recommendations for 2028-2030.

- Review of Corncrake-related actions in the current plan.
- Consider if food availability is a useful Corncrake conservation tool

Task 5 - Pollinator and Priority Species Survey

Update baseline information for key species groups for which the site is managed.

Survey

- Bumblebees.
- Butterflies.
- Other pollinators.
- Breeding birds.
- Wintering farmland birds.
- Nest box occupancy.

Outputs

- Updated species list.
- Comparison with 2020-2021 baseline.
- Recommendations for future monitoring.

Task 6 - Invasive Species Review

The original plan identified invasive species as a significant issue.

Review current status of:

- Giant Rhubarb.
- Japanese Knotweed.
- Himalayan Balsam.
- Montbretia.
- Rhododendron.

Outputs

- Invasive species map including provision of GIS shapefiles with projection Irish Grid ITM.
- Prioritised management recommendations prioritising use of non-chemical-based methods where feasible.
- Costed actions for the next plan period.

Task 7 - Review of Biodiversity Infrastructure

Assess progress on the biodiversity enhancement measures proposed for the site including:

- Wildlife pond creation.
- Pollinator areas.
- Woodland enhancement.
- Nest boxes.
- Interpretation features.
- Biodiversity training facilities.
- Visitor infrastructure.

Seek advice from regional NPWS staff as to whether growing winter crops for wintering Geese and wintering Twite within Corncrake SPA would be compatible with SPA aims.

Outputs

- Habitat enhancement review.
- Recommendations for additional measures.

Task 8 - Stakeholder Meeting (PFA Focus)

Prepare and hold a focused workshop with:

- Cill Ulta staff and board members.
- NPWS.
- Donegal County Council
- Udaras na Gaeltachta
- Local biodiversity stakeholders.

Purpose

- Review progress.
- Identify practical priorities and funding opportunities and commitments
- Agree PFA actions for the 2028-2030 plan period.

3.1.4 Work Package 1 Final Deliverables

The consultant shall provide:

1. PFA Biodiversity Action Plan Review Report 2022–2027

A report covering the Plan Focus Area only, incorporating the following as clearly identified sections or technical appendices:

- **Implementation review:** Action audit table, lessons learned and recommendations for actions to carry forward.
- **Updated Habitat Survey:** Habitat Survey Report, change assessment since 2021, Fossitt Level 3 habitat mapping and biodiversity enhancement opportunities.
- **Corncrake Habitat Assessment:** Habitat condition, food-availability survey findings, review of existing actions and management recommendations for 2028–2030.
- **Updated Species Inventory:** Comparison with the 2020–2021 baseline and recommendations for future monitoring.
- **Invasive Species Review:** Distribution mapping, prioritised management recommendations favouring non-chemical methods where feasible, and costed actions.
- **Biodiversity Infrastructure Review:** Assessment of existing enhancement measures, recommendations for additional measures and relevant NPWS advice.

2. Recommendations Report for the next Biodiversity Action Plan

A standalone report setting out potential PFA actions for 2028–2030, informed by the surveys, implementation review and stakeholder workshop. The report shall identify practical priorities, funding opportunities and commitments, and be suitable for informing a future Scope of Services to prepare a new Biodiversity Action Plan.

3. GIS Data Package

Habitat, invasive species and ecological opportunities/constraints mapping, together with the associated spatial datasets, supplied in ESRI Shapefile/GeoPackage format.

3.1.5 Work Package 2 – Bhaile Chonaill Site

Bhaile Chonaill / Ballyconnell Estate comprises a diverse historic demesne landscape of mature woodland, parkland, grassland, hedgerows, remnant orchards and associated semi-natural habitats that contribute significantly to local biodiversity. The estate's mature tree stock and varied habitats provide important resources for wildlife and offer considerable potential for biodiversity enhancement, habitat restoration and nature-based climate action initiatives.

As a first step in informing future management and development of the site, a comprehensive biodiversity and invasive species survey is required to establish a baseline understanding of existing habitats, species, ecological value and invasive species presence. This baseline assessment shall identify opportunities for habitat enhancement, guide conservation priorities and provide an evidence base for future restoration, education and climate action projects

3.1.6 Work Package 2 – Scope of Requirements

Objective

To establish a robust ecological baseline for Bhaile Chonaill Estate (refer to Figures 1 and 2 for site extent) and provide evidence-based recommendations for biodiversity enhancement, invasive species management, woodland restoration, habitat connectivity and Corncrake conservation, supporting future biodiversity and climate resilience initiatives.

Task 1 Project Inception and Data Review

1.1 Inception Meeting

- Attend inception meeting with Donegal County Council, Údarás na Gaeltachta and relevant stakeholders. This meeting can be combined with the Inception Meeting under Work Package 1 but with separate and distinct Agenda Items and programmed tasks.
- Confirm survey extent, methodology, programme and reporting requirements.

1.2 Desk Study

Review available information including:

- Designated sites and conservation objectives.
- Falcarragh to Meenlaragh SPA documentation.
- Existing habitat datasets.
- National Biodiversity Data Centre records.
- NPWS records.
- Historic mapping and aerial photography.
- National Tree Map data supplied by Donegal County Council.

Task 2 Biodiversity Baseline Survey

2.1 Ecological Walkover Survey

Undertake a site-wide ecological assessment of Bhaile Chonaill Estate within the boundary shown on Figure 1 and 2.

2.2 Habitat Survey and Mapping

- Map habitats across the estate.
- Classification to Fossitt Habitat Classification Level 3.
- GIS-based habitat mapping.
- Identification of habitats of conservation importance.
- Identification of habitat connectivity opportunities.

2.3 Biodiversity Assessment

Assess:

- Species diversity.
- Habitat quality.
- Ecological condition.
- Ecological constraints and opportunities.
- Existing biodiversity assets and ecological networks.

Deliverables

- Habitat Survey Report.
- GIS habitat map to Fossitt Level 3.
- Biodiversity Baseline Assessment.
- Identification of opportunities for biodiversity enhancement.

Task 3 Invasive Alien Species Survey

3.1 Invasive Species Survey

Undertake field surveys to identify:

- Presence and extent of invasive alien plant species.
- Potential invasive animal species where observed.
- Areas vulnerable to colonisation.

3.2 Mapping and Risk Assessment

- GIS mapping of invasive species locations.
- Assessment of ecological risks.
- Evaluation of impacts on native habitats and protected species.

3.3 Management Recommendations

Prepare site-specific recommendations including:

- Prioritisation of treatment areas.
- Recommended control methods.
- Biosecurity measures.
- Monitoring requirements.
- Phased implementation programme.

Deliverables

- GIS Invasive Species Map.
- Invasive Species Management Plan.

Task 4 Woodland Condition and Structural Audit

4.1 Woodland Survey

Survey all woodland and tree stands within the estate.

4.2 Woodland Assessment

Assess:

- Species composition.
- Native versus non-native species.
- Age class distribution.
- Woodland structure.
- Tree health and condition.
- Natural regeneration potential.
- Ecological value of woodland areas.

4.3 Protected Species Constraints

Undertake:

- Preliminary bat roost potential assessment of trees.
- Assessment of badger activity where evident.
- Identification of any constraints on woodland management.

Deliverables

- Woodland Condition Audit.
- Woodland GIS Mapping.
- Woodland Opportunity Plan.

Task 5 Native Woodland Restoration Assessment

5.1 Restoration Potential Analysis

Assess opportunities for:

- Native woodland expansion.
- Woodland connectivity.
- Natural regeneration.
- Enhancement of ecological resilience.

5.2 Woodland Management Recommendations

Prepare recommendations for:

- Native species restoration.
- Diversification of woodland structure.
- Woodland edge enhancement.
- Biodiversity gains.
- Long-term woodland management.

Deliverable

- Native Woodland Restoration Roadmap.

Task 6 Corncrake Conservation Potential Assessment

6.1 Corncrake Habitat Assessment

Assess Bhaile Chonaill Estate's suitability to support Corncrake conservation objectives, considering:

- Existing habitat conditions.
- Vegetation structure.
- Availability of nesting and cover habitat, if any.
- Habitat connectivity with surrounding SPA lands.

6.2 Early and Late Cover Assessment

Assess potential for enhancement of:

- Nettles.
- Cow parsley.
- Other suitable Early and Late Cover (ELC) habitats.

6.3 Habitat Enhancement Opportunities

Identify opportunities to:

- Improve habitat quality.
- Increase habitat extent.
- Strengthen connectivity with surrounding Corncrake habitats.
- Support landscape-scale conservation objectives.

6.4 Conservation Management Recommendations (if applicable)

Provide:

- Short-term actions.
- Medium-term actions.
- Long-term habitat management strategy.
- Monitoring recommendations.

Deliverables

- Corncrake Conservation Potential Assessment.
- Habitat Opportunity Maps.
- Corncrake Habitat Management Recommendations.

Task 7 Biodiversity Action Framework

7.1 Biodiversity Opportunities Assessment

Identify opportunities for:

- Pollinator habitat creation.
- Habitat restoration.
- Ecological corridors.
- Biodiversity hotspot enhancement.
- Climate resilience benefits.

7.2 Strategic Actions

Develop a prioritised action plan including:

- Quick wins.
- Medium-term projects.
- Longer-term biodiversity enhancement measures.

Deliverable

- Bhaile Chonaill Estate Biodiversity Action Framework.

Task 8 - Stakeholder Meeting (Bhaile Chonaill Estate)

Prepare and hold a focused workshop with:

- Falcarragh Town Team
- Fobairt Bhaile Chonaill
- Donegal County Council
- Udaras na Gaeltachta
- Local biodiversity stakeholders.

Purpose:

- Review progress.
- Identify practical priorities and funding opportunities where possible
- Presentation of draft Framework content and incorporate feedback

3.1.7 Work Package 2 Final Deliverables

The consultant shall provide:

1. Bhaile Chonaill Estate Biodiversity Action Framework

A consolidated framework integrating the findings of Tasks 1–8 into a prioritised programme of short-, medium- and long-term actions. Supporting documents or technical appendices shall include:

- **Habitat Survey and Biodiversity Baseline Assessment:** Fossitt Level 3 habitat mapping, ecological condition, constraints and enhancement opportunities.
- **Woodland Condition and Structural Audit:** Woodland GIS Mapping, protected-species constraints and Woodland Opportunity Plan.
- **Native Woodland Restoration Roadmap:** Restoration, expansion, connectivity, natural regeneration and long-term management recommendations.
- **Corncrake Conservation Potential Assessment:** Habitat Opportunity Maps, Habitat Management Recommendations and monitoring requirements.

The Framework shall incorporate stakeholder feedback and integrate the recommendations of the Invasive Species Management Plan.

2. Invasive Species Survey Report and Management Plan

A standalone report and plan covering species distribution, GIS mapping, ecological risks, treatment priorities, control methods, biosecurity, monitoring and a phased implementation programme.

3. GIS Data Package

Habitat, invasive species, woodland and habitat opportunity mapping, together with the associated spatial datasets, supplied in ESRI Shapefile/GeoPackage format.

Deliverables should be suitable for informing future funding applications, biodiversity enhancement projects, conservation management plans, and climate resilience initiatives at Bhaile Chonaill.

3.2 Details of Options

n/a

3.3 Site Visits

Not used.

3.4 Duration

The contract will be for a period of 6 months.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and duration of extensions will be 2 x 2 months should an extension be offered.

3.5 Indicative budget

The indicative budget for the contract is €35,000 to €45,000 excluding VAT. Tenderers shall propose a proportionate, evidence-based methodology tailored to the scale of the sites, the objectives of each work package, the available budget and completion of all services and final deliverables by end June 2027.

3.6 Contract Management

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

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

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

4 SELECTION CRITERIA

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

4.1 Use of the European Single Procurement Document

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

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

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

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

4.3 General, Legal and Financial Requirements

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

General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and/or consortium members if applicable.

Declarations
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document. • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required. • Complete a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response will be accepted as evidence of compliance. • Complete the Declaration regarding the International Procurement Instrument (2022/1031) and article 5K of Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine. • If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition. • If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

Tax compliance, Financial Capacity and Insurances

Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners and in their country of establishment.
Financial Standing	(a) Confirmation that the tendering party turnover exceeded €45,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Professional Indemnity - €1m

4.4 Technical Capacity Requirements

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

Previous Contracts / Experience
Tenderers must provide information clearly demonstrating successful delivery of 2 instances of previous comparable experience/projects, involving the features as defined in the TRD. These projects should be within the last five (5) years The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract and to demonstrate the firm's skills, efficiency, experience and reliability in the relevant areas of expertise. **Note #1:** All fields in the TRD should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of these contracts to the services required. **Note #2:** In completing the table for each reference project, Tenderers must provide sufficient information to allow the Contracting Authority to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered. **Note #3:** Where the tenderer is a grouping relying on the resources of others to meet the previous experience requirement, one of the projects must be from the 3rd party identified in the TRD.

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

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**
As defined in the TRD	As defined in the TRD

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.

Quality Assurance Management System

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD.

5 AWARD CRITERIA

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

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

Please note that the maximum marks available is 1000.

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks Required**
	30%	300	N/A
Title	Cost		
Description	Refer to Form of Tender in the Tender Response Document. Breakdown of cost per Task in each Work Package as required. Please complete Table A and Table B.		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks**
	30%	300	120
Title	Understanding of the Brief and Proposed Methodology]		
Description	Tenderers shall demonstrate their understanding of the distinct objectives and requirements of both work packages and describe their proposed methodology for delivering the specified surveys, assessments, reports and GIS datasets. Responses shall address survey methods and effort, use of existing information, stakeholder engagement, and the translation of findings into practical, prioritised management recommendations. 1500 words max excluding diagrams and figures.		
Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks**
	25%	250	100
Title	Technical and Professional Expertise of the Proposed Team		
Description	Tenderers shall demonstrate how the qualifications, specialist knowledge and relevant experience of the personnel assigned to this commission will contribute to high-quality delivery. Identify the Project Lead, specialist		

	personnel and subcontractors, their assigned responsibilities and examples of their direct involvement in comparable tasks. Provide CVs of no more than two A4 pages per person and a team organogram. 750 words max excluding diagrams and figures.

Criterion D	Weighting	Maximum Marks	Minimum Marks
	10%	100	40

Title	Programme, Project Management and Quality Assurance
Description	Tenderers shall provide a realistic programme in Gantt Chart format covering both work packages, identifying survey windows, proposed visits, milestones, workshops, review periods and final submissions. Describe management of delivery risks and contingencies, and quality-control arrangements for fieldwork, analysis, GIS data and reporting. The project is to be complete by June 2027. 750 words max excluding diagrams and figures.

Criterion E	Weighting	Maximum Marks	Minimum Marks
	5%	50	20

Title: Green Criteria
Description: Tenderers shall describe practical, contract-specific measures to minimise environmental impacts during delivery, addressing biosecurity, protection of sensitive habitats and species, efficient travel, pollution prevention and waste minimisation. Identify responsibilities and how implementation will be checked. 400 words max.

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

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

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

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Scoring Band	Description
1 (81% - 100%)	An **excellent** response that fully meets requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
2 (61% - 80%)	A **good** response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
3 (40% - 60%)	A **satisfactory** response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
4 (21% - 39%)	An **average** response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a significant risk that the delivery of the Contracting Authority's requirements will not be successful.
5 (1% – 20%)	A **poor** response where limited information was provided and serious reservations exist. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws, is seriously inadequate or seriously lacks credibility with a high risk of non-delivery of the Contracting Authority's requirements.
6 (0%)	No response or response completely fails to address the criterion under consideration.

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

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

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

5.3 Post Tender Clarification

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

5.4 Verification Meetings

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

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

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

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

6.1.1 Accessing Documents

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

(a) Log-in to the system

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

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

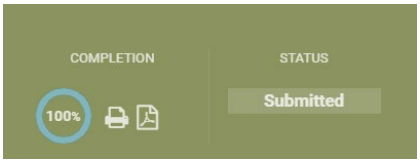
(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu

(e) Complete the “Association with the CfT” tab.

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

6.1.2 Submitting your Response

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



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

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

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

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

6.2 Closing date for Tenders

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

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

6.3 Queries

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

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

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

6.4 Extension of Tender Period

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

6.5 Tender Validity Period

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

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist

tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenderers / Amendment of Tender Documentation

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

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

6.11 Correction of Errors

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

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

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

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

6.12 Change in the Composition of a Tenderer

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

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

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

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

6.15 Publicity

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

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

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

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

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

Potential outcomes can be:

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

6.18 Award Notices

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

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

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

6.23 Knowledge and Skills Transfer

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

6.24 Currency and Payment

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

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

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.30 Late Payment

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

6.31 Data Protection

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

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

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

6.32 Changes in Legislation

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

6.33 International Procurement Instrument-IPI

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

6.34 Responsibility of Successful Party

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