Instructions to Tenderer for the provision of Education and Outreach Support Services for the LIFE on Machair Project

A. LIFE on Machair Project Sites:

- **SCI IE0000147 Horn Head and Rinclevan SAC**
- **SCI IE0000507 Inishkea Islands SAC**
- **SPA IE0004004 Inishkea Islands SPA**
- **SPA IE0004037 Blacksod Bay/Broad Haven SPA**
- **SPA IE0004093 Termoncarragh Lake and Annagh Machair SPA**
- **SCI IE0001141 Gweedore Bay and Islands SAC**
- **SCI IE0001497 Doogort Machair/Lough Doo SAC**
- **SPA IE0004235 Doogort Machair SPA**
- **SCI IE0001529 Lough Cahasy, Lough Baun and Roonah Lough SAC**
- **SCI IE0001932 Mweelrea/Sheeffry/Erriff Complex SAC**
- **SCI IE0002074 Slyne Head Peninsula SAC**
- **SCI IE0002129 Murvey Machair SAC**
- **SCI IE0000470 Mullet/Blacksod Bay Complex SAC**

B. RECEIPT AND RETURN OF TENDER

- Quotations: If the Tenderer consider that he / she is missing any documents which prevent the Tenderer from submitting a comprehensive tender, he / she should contact the relevant person, as soon as possible. (Please see contact details below).
- Presentation of tender:

All completed quotations (Tender Pricing) must be submitted via eTenders.

Cost of preparation of tender: LIFE On Machair Project is not responsible for any costs, charges or losses incurred by the Tenderer in the preparation of his/her tender.

C. COMPLETION OF TENDER

1. **Form of Tender** - Incomplete tenders will not be considered. All questions must be answered.
2. **Form of Tender and tender schedules**: Where provided, tenders must be submitted in accordance with the terms of the enclosed specification.
3. **Alternatives:** The Tenderer may submit, in addition to the base tender, an alternative proposal, which differs in whole or in part from that, specified and which offers to provide additional economic, financial or technical merits. Such an alternative offer will be given

consideration provided it is submitted with full particulars, including specifications and proposed methodology to enable a complete evaluation to be made.

4. **Price basis:** Should be based on completion of the full contract.
5. **Currency**: All prices must be quoted in EURO.
6. **Payment terms:** In accordance with all Government Departments, payment will be made within 30 days on receipt of invoice.
7. **Labour conditions in Ireland:** The Tenderer shall be familiar with labour regulations in Ireland. The Tenderer shall fully acquaint themselves with the trend and type of labour payment, negotiation procedures and Site Agreements including but not limited to any relevant Registered Agreements and all applicable legislation in Ireland. Particular attention must be paid to statutory provisions relating to minimum pay, legally binding industrial or sectoral agreements and relevant health and safety issues, when preparing their tender.

   The Tenderer acknowledges that the price quoted in their tender is inclusive of all costs and expenses associated with complying with the terms of this Clause not only for himself/herself but for all of their sub-contractors, agents and/or employees.

D. EVALUATION OF TENDERS

1. Post Tender Evaluation

The successful Tenderer, based on the initial evaluation of the submissions received, **may** be invited to interview. The purpose of the interview shall be as follows:

- Confirm that the information contained in the submission is correct.
- Discuss the tender submission in each of the stated assessment criteria and confirm the initial assessment based on the submission.

It should be noted that no additional information to that which was submitted in the initial submission, shall be considered in this interview process.
In the event that the Tenderer fails in the interview process the Tenderer shall be informed and the next Tenderer, based on the initial evaluation shall be asked to interview.

2. Verification of Information Provided

The Department wishes to remind Tenderers that any company or person referred to in the Tender submission, either as specific referee or as an example of previous experience, may be contacted to verify details of the contract and the service performance.

3. Confidentiality of evaluation:

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract will not be disclosed to Tenderer or other persons not officially concerned with such process until the Award of Contract to the successful Tenderer has been announced and in conformity with national law.

4. Clarification of tenders:

To assist in the examination and comparison of tenders, the LIFE On Machair Project may ask Tenderer for clarification of their tenders, including breakdowns of unit prices. No change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm to correction of manifest, arithmetic errors discovered by the LIFE On Machair Project during evaluation of the tenders.

5. Determination of Responsiveness: After the official opening of tenders, the LIFE On Machair Project or their nominated staff will determine whether each tender is substantially responsive to the requirements of the tender documents. A substantially responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents, without material deviation. A material deviation is one which affects in any substantial way the price, scope, quality, completion or timing of the proposed contract to be undertaken by the Tenderer or which limits in any substantial way the LIFE On Machair Project's rights or the Tenderer obligations under the contract.

A tender determined to be non-responsive shall be rejected by the LIFE On Machair Project and may not be subsequently made responsive by the Tenderer by correction of the non-conformity. The tender will be considered only on the basis of the responsive contract lots. The LIFE On Machair Project may waive any minor non-conformity or irregularity in a tender which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative ranking order of any tender.

6. Correction of Errors:
Tenders determined to be substantially responsive will be checked for any material errors in computation as follows:

1. Where there is a discrepancy between the unit price & the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern, unless, in the opinion of the evaluator, there is a gross arithmetical error in the unit price, in which event, the extended amount as quoted will govern.
2. The amount stated in the Form of Tender will be adjusted by the LIFE On Machair Project in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer.
3. A Tenderer not accepting the correction of errors as outlined will have his / her tender rejected.

***Interference**: Any effort by the Tenderer to influence the LIFE On Machair Project or his/her staff in the process of examination, clarification, evaluation and comparison of tenders and in the decision concerning the Award of Contract shall result in the rejection of that tender.*

7. **Freedom of Information Act**:
The LIFE On Machair Project (Department of Housing, Local Government and Heritage) is subject to the Freedom of Information Act 1997 as amended. The LIFE On Machair Project undertakes to treat as confidential any information supplied as part of this tender, subject to the obligations under law. If the tender contains commercially sensitive information which the Tenderer wishes not to be disclosed, the Tenderer should indicate these components when replying, specifying the reasons for its sensitivity. The LIFE On Machair Project will

consult with the Tenderer before making a decision on any Freedom of Information request received involving any sensitive information that the Tenderer may have supplied.

E. AWARD OF CONTRACT

1. Award Criteria

The contract/s will be awarded to the **most economically advantageous tender/s** of those meeting the specifications set out in Document "Specifications" and not otherwise validly excluded, on the basis of the following award criteria:

	Points given (max)	**Comments**
Relevant expertise and skills of personnel assigned to this project	50	Please attach CV and complete the "Tender Pricing" document
Plan for delivery of these services	30	Please complete the "Tender Pricing" document
Proposed cost for providing service	20	Please complete the "Tender Pricing" document
Tax clearance/C2	-	Disqualifying if not provided
Safety Statement	-	Disqualifying if not provided

The LIFE On Machair Project reserves the right to reject any tender. The lowest or any tender will not necessarily be accepted.

Award Procedure: The Award Procedure to be used is Direct Invitation (Seek a minimum of 3 Written Tenders from interested and competent suppliers/service providers).

F. LEGISLATION

1. **Safety**: In accordance with the Safety, Health and Welfare at Work Act 2005 and with any Statutory Instrument or Regulation issued there under.

2. **Tax (Irish Government provisions)**: It will be a condition for the award of this contract that a Tax Clearance Certificate issued by the Irish Revenue Commissioners is forwarded promptly, on request. This is to comply with procedures laid down by the Irish Minister of Finance.

3. **Transfer of Undertakings - Acquired Rights:** Tenderer are advised that the EU Council Directive of 14th February 1977 (known as The Acquired Rights Directive) relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of businesses (DIR. 77/187/EEC), as transposed into Irish law on 3rd October 1980 by Statutory Instrument 51. No.306 of 1980, entitled "European Communities

(Safeguarding of Employees' Rights on Transfer of Undertakings) Regulation, 1980" may apply.

The successful Tenderer will be required, at time of contract award, to indemnify the LIFE On Machair Project fully in respect of any losses, damages, costs or expenses of any kind incurred by the LIFE On Machair Project arising from the application of acquired rights referred to above.

G. QUERIES

All queries in relation to this tender documentation should be queried via eTENDERS. The last date for any queries is: Tuesday 15th December, 2026, 15:00