



**REQUEST FOR TENDER - Services Contract**

**Tender for the purposes of procuring Consultancy Services for the preparation of the following:**

Strategic Environmental Assessment (SEA) Screening and full SEA (if required), Appropriate Assessment and Stage 2 Appropriate Assessment (if required) and Stage 1 Strategic Flood Risk Assessment (SFRA) and full SFRA (if required) for the preparation of **Variation No.1 to the Meath County Development Plan 2021-2027**. This includes;

- a) Carrying out and/or assisting in the undertaking of Strategic Environmental Assessments (“SEA”) (including screening for SEA) which fully comply with the principles and requirement of the SEA Directive 2001/42/EC, European Communities (Environmental Assessment of Certain Plans and Programmes) Regulations 2004 (S.I. 435 of 2004), as amended and the Planning and Development (Strategic Environmental Assessment) Regulations 2004 (S.I. 436 of 2004), as amended.
- b) Carrying out and/or assisting in the undertaking of Appropriate Assessment (“AA”) (including screening for AA) which fully comply with the principles and requirement of the European Communities Habitats Directive 92/43/EEC and Birds Directive 2009/147/EC and the European Communities (Birds and Natural Habitats) Regulations 2011, as amended, respectively.
- c) Carrying out and/or assisting in the undertaking of Strategic Flood Risk Assessments to satisfy the requirements of the Section 28 Guidelines, Flood Risk Management Guidelines for Planning Authorities (DECLG and OPW, 2009).

**Procedure:**

Open Procedure – National

**Key Information:**

**Issue Date**

14<sup>th</sup> June 2023

**Closing Date for Queries**

5.00pm, 30<sup>th</sup> June 2023

**Closing Date for Tender Submissions**

5.00pm, 5<sup>th</sup> July 2023

<b>Contact for Queries</b>	Questions and Answers facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a>
<b>Format for submission of tenders</b>	Tender Post-box facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a>
<p><b>Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a>. Registration is free of charge and there is no charge for documents.</b></p> <p><b>Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.</b></p>	

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## **1. About the Contracting Authority**

### **1.1 The Contracting Authority**

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

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

Further information is available at our corporate website [www.meath.ie](http://www.meath.ie)

### **1.2 Small and Medium Enterprise Participation**

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

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

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

### **1.3 Climate Action, Sustainable Procurement and Energy Management**

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

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

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

## **2. Requirements and Specifications**

This competition relates to an agreement for the purposes of procuring Consultancy Services for the preparation of:

Strategic Environmental Assessment (SEA) Screening and full SEA (if required) and Appropriate Assessment Screening and Stage 2 Appropriate Assessment (if required) to support the preparation of Variation No.1 to the Meath County Development Plan 2021-2027.

And;

A Stage 1 Strategic Flood Risk Assessment to satisfy the requirements of the Section 28 Guidelines, Flood Risk Management Guidelines for Planning Authorities (DECLG and OPW, 2009) and (if required) full Strategic Flood Risk Assessment to support the preparation of Variation No.1 to the Meath County Development Plan 2021-2027.

The consultants will also be required to be part of the plan preparation process and assist with the making of policies and objectives which may arise as a result of the SEA, AA and SFRA and which arise out of the relevant mandatory and discretionary objectives set out in the Planning and Development Act, 2000 (as amended) and the respective Guidelines.

### **2.1 Overview of the Requirement**

Meath County Council is seeking to contract suitably qualified and experienced professionals to carry out Strategic Environmental Assessment, Appropriate Assessment and Strategic Flood Risk Assessment Services to support the Variation No.1 to the Meath County Development Plan 2021-2027.

The Proposed Variation comprises the following elements:

- The introduction of an objective to provide flexibility in the distribution of the housing and population targets set out in the Core Strategy, in line with national and regional policy, to ensure an adequate supply of housing to meet demand in the county.
- The introduction of an objective to facilitate replacement of the Written Statements and accompanying land use zoning map for respective settlements in the Meath CDP 2021-2027 with a new Local Area Plan, Joint Local Area Plan or Joint Urban Area Plan upon their adoption by the members.
- To provide revised mapping and textual corrections to issues that have emerged and circumstances that have changed since the adoption of the Meath CDP 2021- 2027.
- To change the zoning objective of 8 - 10 land parcels to reflect revised and new circumstances that have emerged since the adoption of the Meath County Development Plan 2021-2027.

Meath County Council will provide the relevant background and text for the proposed variation.

## 2.2 Estimated Value of the Framework Agreement

The contracting authority estimates that the expenditure on the Services to be covered by the proposed total Services Contract may amount to €30,000 – 60,000 (excl. VAT) over the term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

## 2.3 Anticipated Timeline

The following **indicative** timeline is envisaged for this procurement:

Issue RFT	As per Cover Page.
Closing date for Queries	As per Cover Page.
Closing date for Tender Submissions	As per Cover Page.
Award Decision	Approx. 1 month following closing date.
Contract Commencement	Approx. 2 weeks following award decision.

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.

## 2.4 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.

## 2.5 Compliance with the Terms and Conditions

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework 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.

## **2.6 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.

## **2.7 Awarding Contracts under the Framework Agreement**

Under a single-party framework agreement, contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.



### 3. Detailed Specification of Requirements

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

#### 3.1 Scope

Expert and experienced consultancy services on SEA, AA and SFRA are required to ensure that potential significant environmental impacts associated with **Variation No.1 to the Meath County Development Plan (CDP)** is fully assessed at an appropriate scale and inform the emerging objectives and actions of the Variation through the development of alternatives, preferred alternatives, mitigation and monitoring of the Plans.

Variation No.1 to the Meath County Development Plan (CDP) will require:

(a) Screening for SEA.

(b) Full SEA, if deemed necessary, in accordance with the EU SEA Directive (2001/42/EC), European Communities (Environmental Assessment of Certain Plans and Programme) Regulations (S.I. 435 of 2004 2004 as amended S.I. 200 of 2011 and EPA Guidelines insofar as they relate to the SEA and best practice in SEA.

(c) Screening for AA

(d) The carrying out of a stage 2 Natura Impact Statement (NIS) in support of the AA process, if deemed necessary, in accordance with the requirements of Article 6 of the Council Directive 92/43/EEC of 21 May 1992 on the Conservation of Natural Habitats and of Wild Fauna and Flora (as amended) (hereafter referred to as the Habitats Directive), as transposed by the Birds and Natural Habitats Regulations (S.I. 477 of 2011), as amended.

(e) Stage 1 Flood Risk Identification

(f) Strategic Flood Risk Assessment (SFRA) if deemed necessary, to include an examination of all available data, mapping all flood risk indicators for the settlement areas, identify/map flood zones including mapping areas of pluvial and groundwater flooding, site visits and ground-truthing (including ground-truthing of pluvial and groundwater areas), compatibility with the Flood Risk Management Guidelines & Circular PL 2-2014, zoning and planning analysis and consideration of the CFRAMs. This will include all comments/inputs on all submissions received and input/comments required for the Chief Executive's Reports.

The successful tenderer will be required to work with the Local Authority to ensure that environmental considerations are integrated into the Variation.

#### 3.2 Strategic Environmental Assessment (SEA)

The main tasks for the SEA process include:

- I. Screening: To involve a screening process for SEA (incl. the draft and any amendments following public consultations), at an appropriate scale that complies with the

requirements of the SEA Directive and Regulations, along with all associated legislation and guidelines.

If deemed necessary, other stages of the SEA process may be required as follows:

- II. Scoping: The range of environmental issues to be covered by the SEA are determined.
- III. Environmental Report: Preparation and writing of the Draft SEA Environmental Report containing (at least) the information specified in Schedule 2 of S.I No. 435/2004 (amended by S.I. No. 200 of 2011).
- IV. Consultations: With the appropriate statutory and environmental authorities. This may also include workshop(s) facilitated by the successful operator.
- V. Integration: of environmental considerations into the draft variation/LAP/Masterplan
- VI. SEA Statement: Preparation and publication of the of SEA Statement.

### **3.3 Appropriate Assessment (AA)**

The main tasks for the AA process include:

i) Screening: To involve a screening process for AA (incl. the draft and any amendments following public consultations), on all Natura 2000 Sites, potentially affected by the Plan, setting out the qualifying interests and conservation objectives of the sites. The Screening Statement should also indicate the Natura 2000 sites (if any) whose conservation objectives may be affected by the Plan(s) and should detail the methodologies applied in reaching these conclusions.

If deemed necessary, other stages of the AA process may be required as follows:

ii) Stage 2 Natura Impact Statement and Appropriate Assessment detailing any likely impacts on any Natura 2000 sites as a result of the implementation of the Plan, and where appropriate should propose mitigation and other measures (e.g. monitoring) to ensure that the ecological integrity of Natura 2000 sites is maintained. The AA should detail the methodologies applied in assessing impacts, in proposing mitigation measures and in reaching conclusions which should all be based on best scientific evidence as required by the Habitats Directive.

(iii) Consultations: With the appropriate statutory authorities and input into report on submissions received on the AA and other environmental issues raised etc., in relation to the AA of the Plan. (iv) Final AA with any revisions as necessary and determination. The key findings and any recommendations of the AA should be reflected in the relevant section(s) of the SEA Environmental Report.

Note: Any materials produced in the course of the plan (including reports, imagery and mapping) both digital and hardcopy will become the property of the relevant local authority and will carry the logos/branding of the local authority. Reports shall be issued to the local authority as Framework Purchaser in digital format and in a format suitable for importing to GIS where relevant.

### **3.4 Strategic Flood Risk Assessment**

The main tasks for the SFRA are:

Stage 1 Strategic Flood Risk Identification Assessment identifying whether there may be any flooding or surface water management issues related to the land parcels identified as part of the proposed Variation that may warrant further investigation at the appropriate lower level plan or planning application level. To suggest measures to be integrated into the proposed Variation that will contribute towards both flood risk management in the county and compliance with the Flood Risk Guidelines.

If deemed necessary, other stages of the SFRA process may be required as follows:

Stage 2 Initial Flood Risk Assessment and if necessary, Stage 3 Detailed Flood Risk Assessment including confirmation of sources of flooding that may affect the land relevant land parcels, to appraise the adequacy of existing information and to scope the extent of the risk of flooding which may involve preparing indicative flood zone maps. Where hydraulic models exist, the potential impact of development on flooding elsewhere and of the scope of possible mitigation measures can be assessed. In addition, the requirements of the detailed assessment should be scoped and assessed flood risk issues in sufficient detail if necessary.

### **3.5 Reporting Arrangements**

The appointed economic operator will be required to work in conjunction with the local authority to ensure that environmental considerations are integrated into the proposed new plan and the associated consultation and decision-making process.

### **3.6 Timescale**

Economic Operators will be aware that a programme to deliver the elements of the SEA/AA/SFRA process is dependent on adhering to the timelines set out for carrying out a variation to a County Development Plan under Section 13 of the Planning and Development Act 2000 (as amended).

The successful tenderer will be required to commence work shortly after appointment to first project and to commence work of the respective SEA/AA/SFRA Screening in a prompt and timely manner.

### **3.7 Contract Management**

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

- Overall responsibility for a good working relationship with the Contracting Authority.
- Provide regular reports on performance as agreed with the Contracting Authority.

- 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.

### **3.8 Health and Safety**

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

### **3.9 Equipment/Vehicles used (where applicable):**

The Contractor must maintain records of all equipment/ vehicles on hand used to perform the contract and provide details to Meath County Council where required.

## 4. Selection Criteria

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

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

### 4.1 Relying on the Standing of Other Entities

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

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

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

### 4.2 General, Financial and Legal Requirements

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

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

## General

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

### European Single Procurement Document

Under the 2014 Directives, applicants may have compiled an ESPD which will be accepted as evidence of compliance with the corresponding sections of the Tender Response Document (TRD). By completing Part IV (a) of the ESPD titled: Global Indication for all Selection Criteria, applicants will be taken to declare that they meet the standards set for all selection criteria. However, the Contracting Authority requires evidence relating to Technical and Professional Capability. Mere confirmation will not be sufficient under these headings. Supporting documentation should be provided promptly upon request from the Contracting Authority.

Progression to tender stage will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority if requested. Failure to provide appropriate evidence within the timeframe specified by the Contracting Authority and will result in the Applicant being deemed inadmissible for the next stage of the competition.

## Legal Compliance/Declarations

Complete the Declaration of Bona Fides as per Art 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 as contained in the Tender Response Document.

Complete the Declaration regarding their compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment/operation is required.

## Financial

### Tax

Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.

### Turnover

Confirmation that the tenderer / all parties associated with the tenderer have generated a minimum annual turnover of €100,000 for each of the

	<p>three immediately preceding financial years or pro-rata if more recently established.</p> <p>Audited financial statements must be provided upon request for each of the previous three years, which must include an unqualified audit report on these financial statements.</p>
<b>Insurance</b>	<p>Confirmation of the following insurances being in place:</p> <ul style="list-style-type: none"> <li>• Employer’s Liability - €13 million</li> <li>• Public Liability - €6.5 million</li> <li>• Professional Indemnity - € 1.5 million</li> </ul>
<p><b>In the case of Employer’s Liability and Public Liability Insurances, an indemnity to Principals clause must be included.</b> The Contractor shall be responsible and take due precautions for the safety and custody of any plant / equipment / materials required for the delivery of the supplies on the Client’s premises.</p>	

#### 4.3 Professional and Technical Ability

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

<b>Organisation Details</b>	
<p>Tenderers must demonstrate that they operate within the field of the Contract in question by providing sufficient details of the organization and company profile, including the range of services provided, history, ownership, markets served, etc.</p>	
<p><b>Tenders must provide the following information in relation to the prime proposed contractor and all proposed sub-contractors:</b></p> <p>Company Profile</p>	
<b>Personnel and Skills</b>	
<p>Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the <b>Tender Response Document</b>.</p>	
<b>Skillset Required</b>	<b>Minimum Number</b>

It is envisaged that the Design Team will provide complete project management and design services for the project and include the following skillsets:	
Senior Planning/Environmental Consultant (min. 8 years' experience)	1
Planning Consultant (min. 5 years experience)	1
Senior Ecologist (min. 8 years experience)	1
Ecologist (min. 5-years experience)	1
Flood Risk Analyst/Specialist	1
Mapping/GIS	1
<b>Previous Contract Examples (if references are also required can be included here)</b>	
Tenderers must submit evidence of 2 relevant projects of a similar scale & nature, completed within the last four years. Please include a brief description of service provided for each previous project, client name and any other related details.	
<b>Quality Assurance Management System</b>	
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 <b>Tender Response Document</b> .	
<b>Environmental Management Systems</b>	
Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether 3rd party certified or in-house. Please complete the <b>Tender Response Document</b> .	
<b>Health &amp; Safety</b>	
Confirmation of operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation in the format set out in the <b>Tender Response Document</b> . PSDP is required.	



## 5. Award Criteria

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

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

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

**Please note that the maximum marks available is 1,000.**

Criterion A		Weighting	Maximum Marks	Minimum Marks Required
		30%	300	N/A
<b>Title</b>	Cost			
<b>Description</b>	The Form of Tender in the Tender Response Document must be completed showing a breakdown of the charges. Tenderers should provide an itemised price for the delivery of the Services as outlined above. Tenderers should satisfy themselves that the price quoted is all inclusive and should include within this budget a fee structure which includes their own time and any related costs for travel, administration or otherwise.			
Criterion B		Weighting	Maximum Marks	Minimum Marks – 60%
		45%	450	270
<b>Title</b>	Previous Experience and Project Team			
<b>Description</b>	Please provide details of the qualifications and experience of team member(s) proposed, specifically in relation to AA, SEA & SFRA and outline two previous similar projects completed as per the Tender Response			

	Document to include Strategic Environmental Assessment, Appropriate assessment and Strategic Flood Risk Assessment of plans.		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 60%
	25%	250	150
Title	Methodology Proposed and Work Programme		
Description	Please outline how you plan to complete the Project including a timeline to ensure the plan is delivered on time and within budget. Highlight any possible issues that may arise and how you might deal with them. Please use the Tender Response Document.		

**NOTE 1:** Tenderers should ensure in their tenders 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.

**NOTE 2:** Tenders must achieve a minimum mark of 60% in each of the qualitative criteria as set out above

### 5.1 Methodology for Calculating Scoring of Qualitative Criteria

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:

Score	Meaning	Interpretation
<b>90-100%</b>	Outstanding	Excellent response with very few or no weaknesses that fully meets or exceeds requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an outstanding standard
<b>80-89%</b>	Excellent	Excellent response with very few weaknesses that exceeds requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard
<b>70-79%</b>	Very Good	A very good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard
<b>60-69%</b>	Good	A good response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark

<b>40-59%</b>	Fair	A response where reservations exist and which have not been addressed by clarification. Lacks full credibility/convincing detail and there is a significant risk that the response will not be successful
<b>25-39%</b>	Poor	A response where serious reservations exist. This may be because, for example, insufficient detail is provided (even post clarification), and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery
<b>Below 25%</b>	No Evidence	Response complete fails to address the criterion under consideration

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

## 5.2 Methodology for Calculating the Cost Score

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

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

	<b>Lowest Tendered Cost</b>		<b>Maximum</b>
<b>Cost Score</b>	=	$\frac{\quad}{\quad}$	<b>Marks</b>
		<b>Tendered Cost under evaluation</b>	<b>Available</b>
			<b>x</b>

## 5.3 Post Tender Clarification/Verification Meetings

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

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

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

### **5.3 Clarification of Abnormally Low Tenders**

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

## 6. Instructions to Tenderers

Every effort has been made to ensure that this document contains all the necessary information for the completion of applications. The Contracting Authority does not warrant or represent that this document, or any other information given to applicants, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this document, or in any other information given to applicants.

### 6.1 Queries

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

The closing date for queries	<b>As per Cover Page.</b>
Process for submitting queries	Via <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> only

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

### 6.2 Closing date for Applications

The closing date for tenders	<b>As per Cover Page.</b>
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It is the responsibility of the applicant to ensure that their application is complete and is uploaded by the designated deadline. Applications that are received late or via other means **will not** be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can submit an upload.

### 6.3 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 e-Tenders 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.

### 6.4 Submission of Tenders

Tenders must be submitted via the electronic post-box facility available on [www.etenders.gov.ie](http://www.etenders.gov.ie) only.

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

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

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

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

### **6.5 Tender Validity Period**

To allow sufficient time for Tender assessment a Tender Validity period of 8 months is required, this period commencing on the closing date by which the Tenders are to be returned.

### **6.6 Clarification of Applications**

While not being obliged to seek clarifications from applicants, the Contracting Authority reserves the right, at its absolute discretion, to ask applicants for clarification or elaboration of their applications to assist in its evaluation of applications.

However, it is emphasised that the Contracting Authority will **not** be obliged to seek clarification where any of the essential pass requirements set out in the Qualification Questionnaire have not been met. Therefore, applicants should pay particular attention to ensure that their applications contain all the required information.

### **6.7 Freedom of Information Act**

All responses to this Response to Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the Applicant except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement rules.

Applicants are requested 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. If that is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by applicants, either in response to this Qualification Questionnaire 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 disclosure of the relevant information which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

## **6.8 Interference**

Any effort by the applicant 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 applications and in decisions concerning the award of the contract shall have their application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

## **6.9 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.

## **6.10 Amendment of Tender Documentation**

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

## **6.11 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 tender form or as between the hard copy and electronic versions of the tender. Where a discrepancy arises between any figures submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

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

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

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

#### **6.12 Collusive Tendering**

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

#### **6.13 Confidentiality**

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

#### **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. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

#### **6.15 Anti-Competitive Conduct**

Tenderers attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

#### **6.16 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 that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

### **6.17 Publicity**

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

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

### **6.18 Notification of Tender Evaluations**

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

### **6.19 Change in the Composition of a Tender**

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

## **6.20 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.

## **6.21 Award Notices**

Following the formal conclusion of a 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.

## **6.22 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.

## **6.23 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).

## **6.24 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".

## **6.25 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.

## **6.26 Knowledge and Skills Transfer**

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

## **7. General Information Relevant to Successful Tenderers**

### **7.1 Currency and Payments**

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

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

### **7.2 Withholding Tax**

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

### **7.3 Irish Legislation and Law**

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

### **7.4 Late Payment**

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

### **7.5 Dignity at Work**

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

In line with the Disability Act 2005, accessibility requirements should be clearly stated in 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.

## **7.6 Change in Law**

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