



**Comhairle Contae
Dhún na nGall**

Donegal County Council

OPEN PROCEDURE

REQUEST FOR TENDER

Scope of Contract

Donegal County Council is inviting suitably qualified and competent service providers to tender for the design, development and delivery of a Relocation Marketing campaign to promote Donegal as a desirable and viable relocation option.

Open Procedure – National Level

Issue Date

06/09/22

Closing Date for Queries

12:00 on 23/09/22

Contact for Queries

Questions and Answers facility on www.etenders.gov.ie

Closing Date for Tender Submissions

12:00 on 30/09/22

Format for submission of tenders

Via www.etenders.gov.ie only

Please note that information relating to this Invitation to 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.

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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 Small and Medium Enterprise Participation

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

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

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

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

If the tender is from a consortium / joint venture, Tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver 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 SCOPE OF THE CONTRACT

2.1 Introduction, Overview & Remote Working in Donegal

2.1.1 Introduction

Donegal County Council seeking suitably qualified and competent service providers to tender for the design, development and execution of a new relocation marketing campaign positioning Donegal as an attractive and viable relocation opportunity.

2.1.2 Overview of Donegal

County Donegal is the most northerly county in Ireland and is home to over 159,000 people with the vast majority (73%) living in aggregate rural areas. It is the fourth largest county in the State with a land mass of 4,861 sq kms or 6.9% of the total land area of the State.

County Donegal is located in the Border Region and is bounded on the southwest, west and north by the Atlantic Ocean and on the east by counties Derry, Tyrone, Fermanagh and Leitrim. It has a border of 140km with Northern Ireland and only 9km border with the rest of Ireland.

Donegal has a strong tech sector with the county emerging, in recent years, as one of a small number of ICT/FinTech/InsurTech clusters on the island of Ireland. In addition, Donegal has a burgeoning blue economy with capabilities in a range of areas including commercial fishing and processing, marine engineering, renewables and marine services.

Donegal's tech sector continues to grow from strength to strength made up of a mix of multinational companies (MNC's) such as TCS , Optum, Zeus and Sita, alongside indigenous internationally traded start-ups such as Accountant Online, Content Llama, Cerebreon, Gartan Tech and ITUS Secure Technologies. There are also international companies operating in the MedTech sector including Abbotts and Randox located in Donegal Town and Dungloe respectively. Most of these organisations now operate a hybrid work approach.

Donegal is home to some of Ireland's premier fisheries port including Killybegs and Greencastle and is internationally recognized as a centre for global growth with sought after marine engineering capabilities. Killybegs Marine Cluster is emerging as a unique ecosystem of highly collaborative and innovative businesses, offering a one- stop-shop for all things marine.

2.1.3 Living in Donegal

Donegal is a county of outstanding natural scenic beauty and boasts a coastline of 1,134km, the longest coastline of any county in Ireland and 65% of the people living in Donegal live within 5km of the sea. It has 14 blue flags (including 12 beaches), more than any other county in Ireland and 71% of residents who travel to work, commute in less than 30 minutes.

While house prices in Donegal are rising they are on average 56% lower than the national average¹, renting and childcare costs are also significantly lower than the national average.

Donegal is also an increasingly connected location with 2 airports in the North West operating frequent flights to UK and European destinations and a 1 hour flight time to London.

Donegal is well served in terms of higher and further education and training opportunities with Atlantic Technological University (ATU) and Donegal Education and Training Board (ETB) located in the county, as well as Ulster University Magee Campus and the North West Regional College a short distance away in Derry and Sligo Institute of Technology also located in the north west region.

¹ <https://www.realestatealliance.ie/donegal-house-price-survey-january-2022-p9181>

2.1.4 Remote Working in Donegal

The Covid-19 pandemic has resulted in huge changes in the way people live and work and this has been driven primarily by the need to find new and safe ways to operate on a daily basis. While the concept of remote working is not a new one, Covid-19 has catapulted the concept into the everyday vocabulary as employers and employees explore new and flexible solutions which are now proving beneficial not only for employees, but also for employers and for communities in towns and villages across the country.

Covid-19 has provided an opportunity to test the concept of 'remote working' and it is proving to be an effective solution that not only protects people during a pandemic but is also a more climate resilient alternative that benefits a more balanced approach to regional development. The increase of remote working provides an opportunity for the sustainable regeneration of our towns and villages to accommodate quality employment and residential and social infrastructure to meet the growth ambitions of the county in a robust way that can have long term positive impacts on the community.

Post Covid, Donegal has emerged as a sought-after destination of choice for remote and flexible working solutions and Donegal County Council was the first local authority in Ireland to develop a Remote Working for Business Strategy launched in July 2021.

2.1.1 Remote Working (Digital Hubs) in Donegal

Donegal is well served with a growing range of Digital Hubs offering remote working opportunities in various locations across the county and this number is steadily increasing.

There are currently 15 operational hubs with a further three planned to launch in the near future.

These hubs form part of a broader network of hubs located along with western seaboard and the majority are part of the Connected Hubs network (connectedhubs.ie)



Figure 1 - Donegal's Digital Hub Network

Engagement with a number of these hubs will be central to the campaign. The following video testimonials tell the story of how remote working entrepreneurs have utilised Donegal's Hub Network and relocated to Donegal. The testimonials can be used for potential collateral as part of the campaign. See appendix for details.

2.1.2 Donegal Diaspora

The community of Donegal is defined as not only those who live in the county, but also those with any connection or interest, no matter where in the world they may be living.

Donegal has many longstanding global connections and strong relationships have been developed through a range of unique and innovative initiatives. The Council continues to develop and build on these global connections as a key priority including through the work of our Donegal Diaspora Project, which was established to connect to the Donegal and Irish Global Diaspora, across the globe.

Donegal County Council are committed to strengthen and build connections with our diaspora by developing a range of mutually beneficial relationships.

2.2 Campaign Objectives & Target Audience

2.2.1 Campaign Objectives

- Promote Donegal as a desirable and viable relocation option both for those with a connection to Donegal as well as for those who are seeking an excellent work life balance in an idyllic rural setting.
- Use the recently launched Donegal placebrand and donegal.ie as the calling card of the campaign.
- Raise awareness of the quality career opportunities in Donegal using creative and inspiring techniques that will appeal strongly to the target markets.
- Raise awareness of the investment and business development opportunities in Donegal highlighting the county as a great location to start, grow and scale your business.
- Create a compelling relocation offering highlighting the excellent quality of life, with cost of living comparables alongside the exciting career development opportunities.
- Highlight the burgeoning career development opportunities emerging in a number of global and local companies in Donegal and the wider region with a particular focus on the tech and blue economy sectors (see appendix 3 in relation to job announcements in Donegal during 2022)
- Collaborate with key partners and stakeholders to ensure effective delivery and buy-in for the campaign including employers, enterprise support agencies, digital hubs/remote working facilities.

All elements of the programme will be agreed in advance of execution with Economic Development Unit of Donegal County Council

2.2.2 Target Audience

Primary

- **1st And 2nd Generation Donegal & Irish Diaspora**

1st and 2nd Generation Diaspora may be moving to the next stage of their lives – getting married / starting a family / establishing a new business / wanting a new career / working fully remote or winding down – and the pandemic has triggered or reingited this change.

The geographical reach should include regions which are home to strong Irish communities within the UK, North America, Middle East, Australia and New Zealand.

For Donegal Diaspora, Dublin, Belfast and Galway are also focus areas.

Secondary

- **Relocators from Urban Centres looking for more rural locations**

This audience now has the choice to work fully or primarily remotely so can locate anywhere. They may also be moving to a new stage of life and want a change of scenery.

- **Digital Entrepreneurs**

Business owners who operate fully remotely and are flexible to work from any location, which is supported by sufficient digital connectivity.

Tech entrepreneurs are of particular relevance given the existing cluster and eco-system which exists within Donegal.

2.2.3 Useful Reference Documents/Platforms

1. Donegal.ie – Showcasing Donegal to Live/Work/Invest/Study
2. Brand Guidelines – [Donegal Place Brand](#).
3. Video Assets – [Success Stories](#) & [YouTube Channel](#)
4. [Donegal Strategic Enterprise Development Plan](#)
5. [Donegal Remote Working Strategy for Business](#)
6. Appendix 2 – Previous Campaigns Promoting Relocation To Donegal
7. Appendix 3 – Recent jobs announcements in Donegal

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	06/09/2022
Closing date for Queries	12:00 on 23/09/22
Closing date for Receipt of Tenders	12:00 on 30/09/22

The dates provided above are estimates at the time of publication of the Invitation to Tender. The Contracting Authority will endeavor 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.

3 DETAILED SPECIFICATION OF REQUIREMENTS

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

3.1 Specification / Agency Requirements

Donegal County Council is seeking a competent service provider to design, develop and deliver a highly creative and effective Relocation Marketing Campaign that will position Donegal as an attractive and viable relocation opportunity for those with a connection to Donegal but living in other locations and for those interested in relocating to an idyllic rural location with excellent remote working facilities.

This campaign will not only inspire but will also encourage those who have been thinking of returning home or relocating that this is a viable opportunity where he/she/they can have both the excellent career growth opportunity as well as the quality of life they desire.

The following elements should be considered, but not exclusively, as USPs for the campaign.

- employment opportunities
- supportive business environment
- excellent connectivity and digital infrastructure
- early, primary and post primary and third level educational facilities
- work/life balance potential
- Donegal's natural attractions and cultural assets

The successful agency should critique other similar campaigns to identify how Donegal can adopt best practice while also differentiating from others (2-3 benchmark international examples).

1. Messaging

Develop a succinct and impactful messaging strategy for the campaign. This messaging strategy will also facilitate the implementation of the campaign by stakeholders, highlighting Donegal's attractiveness as a relocation destination for target audiences.

2. Digital Marketing Campaign

- The successful agency will be responsible for developing, planning and implementing or executing the campaign across digital channels and social media platforms. Section 2.2.3 provides links to existing Donegal (InvestDonegal/Donegal.ie) social platforms across LinkedIn, Instagram, Facebook and Twitter channels.

- The successful agency will be tasked with developing and implementing a campaign plan utilising digital and social channels, focusing on each target segment, with a combination of organic and paid advertising, maximising the campaign reach through appropriate placements.
- The successful agency will be required to produce new assets/content (e.g. testimonials - video & photography, bespoke campaign graphics) all aligned with Donegal place brand guidelines.
- The successful agency will be required to use a range of digital activities including Google ads, specific website advertising, programmatic audio ads and email marketing.
- The successful agency will have access to existing content and assets and will be in a position to utilise existing databases owned by Donegal County Council ensuring GDPR compliance. Links to existing branding, video assets and other Economic Development collateral can be found within section 2.2.3 (Useful Reference Documents/Platforms).
- A specific campaign plan is required for each geographic target market to utilise the optimal touchpoints to drive awareness with audience.
- Prioritisation in terms of budget and resource for geographical markets is as follows:
 - 1) Island of Ireland (Dublin, Belfast, Galway)
 - 2) UK (London, Birmingham, Manchester, Glasgow)
 - 3) Australia & New Zealand
 - 4) North America (New York, Boston, Philadelphia, Toronto)
 - 5) Middle East

3. Relocation Advocates/Bloggers

- Work with a mix of recent relocators and those in the process of moving back to Donegal, to develop relevant and meaningful content for target audiences to share each step of their experience and act as motivation for those considering and/or in the process of moving to Donegal.
- At least one advocate should be identified within respective target audiences, to include no less than six advocates, to use during and potentially beyond the campaign date.
- The successful agency should provide appropriate assets and guidance for best practise content creation and traction, while also aim to maintain consistency with overall campaign messaging.

4. PR & Events

This should be outcomes focused and include, but not exclusively, delivery of the following;

- Content Feature Articles: The delivery of feature articles aimed at key business and consumer press focusing on national and international markets.
- News Stories: The delivery of news stories, articles and relocation advice to engage with and support target audience focusing on the USPs of Donegal and including relocation testimonials.
- Diaspora Events: Identification of relevant activity in international markets with a high concentration of diaspora (i.e. St. Patrick's Diaspora Business activity), to draw attention to the relocation campaign.

5. Reporting

- The successful tenderer will be required to track and analyse the outcome of the campaign and provide key statistical analysis to help in subsequent campaigns incorporating the insights and recommendations from the evaluation of creative materials made during the period of engagement through a final report.

The successful tenderers will be required to both develop new creative and work with existing brand assets including video and photography which has been created for previous campaigns and where applicable utilise these assets as part of the overall design for this campaign.

Deliverables

- Develop and execute Messaging Strategy
- Develop and execute Digital Marketing Campaign
- Recruit and work with Relocation Advocates producing relevant content for execution in the campaign.
- Delivery of relevant PR and Events
- Regular reporting and analysis

It is anticipated that this project will be fully completed by 31 August 2023

Associated costs should be included within the proposed total price for delivery of the project.

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 confirmed should the need arise.

3.2 Duration

It is anticipated that this project will be fully complete by 31 August 2023.

Campaign planning should begin upon contract award for the campaign. It is anticipated to go live in 2023 and Tenderers are invited to recommend optimal campaign timings for each market. The Contracting Authority is open to two or more bursts of activity to gain maximum impact with respective target markets.

The contract will be for a maximum period of 12 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 confirmed should the need arise.

Prices quoted will remain firm for the first (12) months. Thereafter quoted prices will be considered for review in consultation with Donegal County Council personnel, any increases will not exceed inflation as per the Consumer Price Index.

3.3 Indicative budget

The indicative budget for the contract is €60,000 - €70,000 incl. VAT

Within the above budget agency fees should account for no more than 15% of total cost with a breakdown on each budget element required.

3.4 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.

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

3.5 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as contained in Appendix 1.

3.6 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.

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.

Alternatively, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence in compliance with Section 4.2

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, 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 consortium members if applicable.

Legal Compliance

- Complete the Declaration of bona Fides as per Art. 57 of Directive 2014/24EU as implemented by SI 284 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.

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 tendering party turnover exceeded €60,000 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.

Insurance: Confirmation of the following insurances being in place:

- Employers Liability - €13 million
- Public Liability €6.5 million

4.3 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 Contract

Tenderers must provide information clearly demonstrating successful delivery of one previous comparable marketing campaign.

5 AWARD CRITERIA

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

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

Criterion A	Weighting	Maximum Marks	Minimum Required	Marks
	20%	200	N/A	
Title	Cost Criterion			
Description	Please complete the Tender Form provided in the Tender Response Document.			

Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	40%	400	200
Title	Methodology & Understanding of the Brief		
Description	<p>Tenderers must demonstrate in a clear and comprehensive manner their proposed approach and methodology for ensuring that the campaign is delivered in a timely and effective manner i.e. a project plan.</p> <p>Tenderers must explain how their response meets or exceeds the requirements as set out in Section 3.1 of the RFT and demonstrate a clear understanding of the client’s needs. Tenderers are reminded to address elements specifically indicated in the RFT.</p>		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	25%	250	125
Title	Quality and Expertise of Team Proposed		
Description	<p>Tenderers must provide biographical summaries for each of the Key Personnel who it is proposed will be directly involved in delivering the required Services. Tenderers must highlight the relevant experience and qualifications of the individual(s) conducting the services (each CV provided should be a maximum of two A4 pages. Tenderers should clearly set out examples of previous engagements in similar type projects:</p> <ul style="list-style-type: none"> • The specific role of proposed personnel in such engagements. • The relevant experience of each team members. 		
Criterion D	Weighting	Maximum Marks	Minimum Marks – 50%
	15%	150	N/A
Title	Innovation and Value Add		
Description	Tenders demonstrate how they might apply innovation of value add to the contracting authority with no additional cost.		

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.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	200
Formula employed	$\frac{200*}{B} \times A$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and a fail.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and a fail.

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

5.3 Clarification / Verification Meetings

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

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

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

5.4 Clarification of Abnormally Low Tenders

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

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. 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 tenderers must click “Submit Response”. After submitting tenderers can still modify and re-send their response up until the response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

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

6.2 Closing date for Tenders

The closing date for tender submission	as specified on the title page
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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
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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 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 under the framework agreement.

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, 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.

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