



Invitation to Tender Document RFT 240231

Public Relations & Communication Services 2023

Issue Date	Friday 5 th May 2023 @ 9.00am
Closing Date for Queries	Wednesday 31 st May @ 3pm via etenders.gov.ie
Contact for Queries	Question and Answers facility on eTenders.gov.ie
Closing date for Tender submission	Wednesday 7th June @ 3.00pm via etenders.gov.ie

Note:

- Tender responses should be submitted in PDF, Word or Excel with clear page and section numbers
- It is imperative that the tender response is submitted in the format requested by eTenders postbox only, failure to follow this guideline will result in exclusion from the tender process – please allow appropriate time to upload documents. IWA cannot accept responsibility for incomplete tender submissions.
- All queries must be address via eTenders

1. Disclaimers

All information contained in this Invitation to Tender document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of Irish Wheelchair Association. (hereinafter 'the Contracting Authority').

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

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

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of tender submissions with missing or incomplete information. Therefore, candidates are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

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Separate Documents

- Bona Fide Declaration – Appendix 1 (must be completed and submitted).

2. Introduction

Irish Wheelchair Association (IWA) is a community of people with physical disabilities across Ireland founded on the belief that everyone should be able to live a life of choice and equality.

Our services support people with physical disabilities to live independently and our campaigns demand equal rights and opportunities for people with physical abilities with 20,000 members, over 2,500 employees, 59 local community centres and 500 volunteers.

Irish Wheelchair Association invite tender responses from suitable candidates to provide Public Relation & Communication Services to IWA.

Term of contract is 3 years subject to annual review with the option of extension by a further 2 x 12 month periods.

SECTION 3 – INSTRUCTIONS TO CANDIDATES

3.1 Overview of Instructions to Candidates

The purpose of this section is to provide Candidates with a series of instructions, which should govern their responses to this Request for Tender (RFT) and ensure that their submissions are fully compliant with this procurement procedure. This section should be read in conjunction with all supporting documentation.

3.2 Candidates

Applications may be submitted by an individual, a single entity, or a consortium or grouping of persons (however constituted). Individual candidate who is a natural person or a sole trader or single legal entity.

- (a) a corporate entity, a joint venture, or a partnership.
- (b) a consortium or group of members whether incorporated or unincorporated, including without limitation where a group proposes to contract whether through:
 - (i) a special purpose vehicle (SPV); or
 - (ii) one or more members of the consortium or grouping acting as lead member; or
 - (iii) a consortium where one or more members are also acting as sub-contractors; or
 - (iv) a group of persons consisting of a prime contractor and one or more persons or entities acting as sub-contractors where the applicant is the prime contractor; or
 - (v) an unincorporated grouping of two or more persons.

It is accepted that, in order to meet the qualification criteria, companies may wish to collaborate, for example by forming a joint venture or consortium which will then apply as a Candidate for qualification. In order to distinguish between the roles, the parties comprising a Candidate are referred to as “Members”.

A company which is a Member of one Candidate may not be a Member of any other Candidates unless it has satisfied IWA that this does not create a risk of conflict of interest or collusion.

Candidates seeking to show compliance based on the experience, resources or financial standing of the Candidate’s group or other affiliated companies will be required to provide sufficient information to demonstrate the group/affiliate’s commitment to the Candidate’s participation and provide details of the group/affiliate’s relevant experience, resources or financial standing. This commitment should be demonstrated by submission of a signed declaration from the group/affiliate’s CEO, or other authorised signatory, confirming and acknowledging the use of such information by the Candidate for these purposes. The Candidate and the proposed group/affiliate will be required to be jointly liable for the execution of the contract where the financial and economic standing of a group/affiliate company has been reliable upon (Reg. 86 (5)). In either case, where such commitment is not shown, neither group nor affiliates’ experience, resources or financial standing shall be considered.

If a RFT is submitted by a group (more than one) of Members, then those Members, if awarded the contract, must assume such legal form by incorporation, partnership, or otherwise as will enable them to contract as a single entity. It may become necessary for the group to state a single addressee responsible for the receipt and processing of documentation and resolving any problems relating to the contract.

3.3 Joint Submissions

Where a Candidate wishes to submit a joint application to fulfil the requirements of the RFT one party must be designated as the lead Candidate and if successful will be called the Prime Contractor.

The Candidate must specify in its response what other parties are involved in submitting a RFT and their respective roles. The Candidate must provide the names and registered address of any Members.

IWA reserves the right to request evidence or copies of any agreements between the parties in this respect and to comment upon them and take them into account at any stage in this procurement process.

By submitting a RFQ the Candidate warrants and represents that they can, and irrevocably agree that they will, comply, or procure compliance, as the case may be, with this section on request by IWA.

The failure by the Candidate as Prime Contractor or any member of the joint submission to comply with any such requirement may result in its rejection and elimination from the procurement process.

3.4 Compliance

Candidates are required to comply fully with these Instructions to Candidates when preparing their responses and participating in this procurement process.

Particular attention is drawn to the fact that non-compliance with these Instructions to Candidates may, at the sole discretion of IWA, invalidate a Candidate's submission. If a submission fails to comply in any respect with the requirements set out in these Instructions to Candidates, IWA will be entitled (but will not be obliged):

- I. to reject the relevant RFT submission as non-compliant.
- II. without prejudice to IWA's right to reject the submission.
 - to meet with, raise issues and/or seek clarification from the Candidate in respect of the relevant submission; and/or
 - to negotiate an amendment and/or change to the relevant RFT with the candidate
 - to request the Candidate to provide IWA with information or items which have not been provided or have been provided in an incorrect form; and/or
 - to waive a requirement which, in the opinion of IWA, is minor, procedural, or non-material.

Incomplete questionnaires may be rejected at IWA's sole discretion.

3.5 Amendments to the RFT Documents and/or Process

IWA reserves the right to update or alter the RFT documents and the information contained herein at any time by notice in writing to Candidates. These will be issued to all Candidates and submissions will be assumed to take account of any such modifications and amendments.

IWA reserves the right without advance notice to amend or otherwise change the tendering process or to terminate the process.

IWA reserves the right not to proceed with the award process and to suspend or withdraw from the process at any time.

Nothing in the RFT documents is, or should be relied upon as, a promise or representation as to IWA's ultimate decision in relation to the award of the Contract. IWA reserves the right (in its absolute discretion):

- I. to change the basis of, or the procedures (including the timetable) relating to, the tender process.
- II. to reject any, or all, of the submissions.
- III. to abandon the competition; or
- IV. not to furnish Candidates with additional information.

3.6 Verification of Information

IWA shall be entitled to take all reasonable steps and make all reasonable enquiries to check information included in a submitted questionnaire, including talking to referees provided without prior reference to the Candidate.

3.7 Clarifications

During the evaluation period and at IWA's discretion, clarifications may be sought from Candidates. Where information or documentation to be submitted by a Candidate is or appears to be incomplete or erroneous, or where specific documents are missing, IWA may request that such a Candidate submit, supplement, clarify or complete the relevant information or documentation.

Candidates will be required to provide such clarification in writing. Responses to requests for clarification may not materially change elements of the RFT submitted.

No unsolicited communications from Candidates will be entertained during the evaluation period.

3.8 Preparation Costs

IWA will not be liable in respect of any costs incurred by Candidates in the preparation of RFTs, tenders or any associated work effort.

Each Candidate's costs will be the sole liability of that Candidate, including costs of travel to and attendance at any meetings. IWA has no obligation to reimburse the Candidate in respect of costs incurred by it in the preparation of its RFT or otherwise as a result of its participation in this procurement process, whatsoever or howsoever arising.

3.9 Forwarding of Documents

This RFT document shall not be forwarded to any other company third party without the prior written permission of IWA.

3.10 Data Protection

At IWA, we take our obligations under data protection law seriously and we're committed to keeping your personal data private and secure.

We have updated our privacy statement to meet the requirements of the new European data protection law, known as the General Data Protection Regulation (GDPR).

3.11 Conflicts of Interest

Any conflicts of interest involving a Candidate must be fully disclosed to IWA as soon as the conflict of interest becomes apparent to the Candidate, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the Candidate. Any candidate who fails to comply with this obligation may be disqualified from further participation in this procurement process.

Any registrable interest involving the Candidate and IWA employees or their relatives must be fully disclosed in the response to this RFT, or should be communicated to IWA immediately upon such information becoming known to the Candidate, in the event of this information only coming to their notice after RFT submission.

A Candidate must, in particular, disclose if it, or any of its Members or sub-contractors or other parties that are to be identified in its response, has any economic, legal, commercial, or financial relationship with another Candidate submitting a separate RFT. In such an instance, the Candidate must notify IWA as to the identity of the relevant party and the economic, legal commercial or financial relationship in question as soon as possible.

In the event of any conflict of interest, IWA shall, in its absolute discretion, decide on the appropriate course of action. This could include rejecting the Candidate and its RFT, a prohibition on proceeding in the manner proposed (for example by refusing to allow a Member to be a Member for a competing Candidate) and/or specifying such other steps or safeguards as IWA considers appropriate.

IWA reserves the right as its absolute discretion to refuse to allow a Member or subcontractor to be part of another competing Candidate.

3.12 Interference or Canvassing

Candidates must not canvass directly or indirectly any member of IWA, officer or employee of IWA, its advisers, or any member of the evaluation team. Failure to comply with this requirement will result in disqualification from the process.

Candidates who endeavour to influence or interfere in any way with the RFT evaluation process or award decision shall have their RFT submission rejected.

3.13 Collusion

Candidates are expressly and strictly prohibited from discussing any aspect of their response to the questionnaire with other Candidates or otherwise exchanging information or colluding in respect of the contract. Any Candidate who fails to comply with this requirement may be disqualified.

3.14 Financial Viability

The application of Selection Criteria based on Candidates' financial and economic standing does not preclude IWA from satisfying itself as to the financial viability of the designated successful Candidate by whatever means are considered appropriate prior to contract award.

3.15 Notification of Outcome

All Candidates will be notified of the outcome of this tender process following the completion of the detailed evaluation. Potential outcomes can be:

- i) A letter of regret.
- ii) A letter of qualification for preferred tenderer.
- iii) Notification of cancellation/postponement.

4 Special Conditions

- a) IWA seeks responses for the provision of Public Relations Specialists in accordance with the specification and criteria outlined throughout this document and in particular section 5.
- b) Tenderers are invited to consider this RFT and send a formal response via etenders.
- c) IWA intend to award the contract to the tenderer who scores the highest marking outlined in section **. Tenderers must detail all and any costs associated with the provision of all goods and/or services required. Prices, fees or rates quoted cannot be increased during the term of the contract. Goods and services offered shall also be reviewed based on completeness and compliance of the quotation with the minimum specifications.
- d) The successful tenderer shall be required to provide its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status. By supply the tenderer grants permission to Irish Wheelchair Association to verify its tax cleared position online.
- e) While IWA seek to contract a single supplier single lot arrangement, IWA reserve the right to award to one or more tenderers. Consortium proposals may be submitted should multi parties wish to submit.
- f) This RFT contains no contractual offer of any kind. Any response will be regarded as an offer by the Tenderer and not as an acceptance by the Tenderer of an offer made by IWA. No commitment of any kind will exist until a formal written contract has been executed by Irish Wheelchair Association. IWA shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome of conducting the selection process.

- g) IWA are subject to Freedom of Information Acts. Tenderers are advised to highlight any information deemed commercially sensitive or confidential in nature.
- h) IWA may seek references of previous works/products delivered. IWA may seek copies of safety statements, insurance certificates and method statements where applicable.
- i) Tenderers should address, on a point by point basis, all the issues and requirements in the sequence in which they appear in this document. Tenderers should indicate any goods, services, capabilities, functionality or locations they cannot source, provide or cover.

5 Project Overview & Specification

Specification

- IWA are seeking to work with a company or individual who can provide public relations support to the Head of Communications.
- Support is required 3 days a week.
- Support with public relations strategy, writing press releases, organising photocalls
- Content creation which includes interviewing members and staff of Irish Wheelchair Association.
- Support with events as and when required
- IWA is a national organisation with 59 community centres across Ireland hence regular travel is part of this role.

Requirements

- Qualification (QQI Level 8 or higher) in public relations, marketing and/or communications (or other relevant qualifications)
- Some experience working within the charity and/or healthcare sector is an advantage but not essential
- Professional experience in public relations, marketing and communications
- Excellent written and verbal communication skills
- Strong existing relationship with the media
- Provide references of previous contracts

Pricing

Fee Proposal

Fee proposal submitted should be in Euro (€), inclusive of VAT and all associated expenses included based on a daily rate.

6 Supporting Documentation

Supporting Documentation Provided:

- Bona Fide Declaration – [Appendix 1 below \(must be completed and submitted\)](#).

7 Evaluation & Selection Criteria

7.1 Qualitative Criteria

Main Criteria	Sub-Criteria	Minimum Requirement
Economic and Financial Standing (Art 47)	Overall Turnover	€60,000
	Turnover Relating to Specific Product(s)/Service(s)	€60,000
	Professional Statement	Demonstrate sufficient financial capacity to undertake this contract.
Technical and Professional Ability	Tender specific company references similar to those required	At least 3 relevant examples to be provided within the last 3 years.
	Company experience and track record of contracts/projects/services other than those listed above	At least 3 relevant examples to be provided within the last 3 years.
	Capacity (Manpower and Facilities)	Demonstrate staffing resources and facilities are sufficient to manage contracts projects similar to the specific requirements of this tender
Quality Assurance Standards	Internal Quality Assurance Procedures	Demonstrate satisfactory internal quality assurance procedures in place and in operation
	External Quality Assurance and Accreditation	Demonstrate satisfactory external quality assurance mechanisms in place and accreditation attained
	GDPR Data Protection	Demonstrate satisfactory policies and procedures in relation to maintaining data protection and security of information

7.2 Legal Compliance

Please complete Appendix 1. Declaration of Bona Fida as per Article 57 of Directive 2014/24/EU. This declaration also covers compliance with relevant Statutory obligations.

7.3 Insurance

Please confirm the following insurances are in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available.

Bidders should be able to demonstrate that should they be successful they will have the relevant insurance levels in place.

Insurance Type	Limit
Employers Liability	€12.7m
Public Liability	€6.5m (if required)
Professional Indemnity	€1m

7.4 Technical Capacity

Tenderers must outline and reference to a minimum of three (3) contracts in the last three (3) years that they have successfully delivered.

7.5 Award Criteria

Marks will be awarded according to the award criteria outline in the following table:

Reference	Criteria	Scoring	Minimum Mark Required
A	Cost	400	300
B	Technical Competency and Capacity Demonstrated	300	200
C	Relevant Experience – 3 contracts on comparable geographical and comparable scale demonstrated	300	200
	Total	1000	700



Bona Fide Declaration

Public Relations & Communications Services

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Appendix 1 – Bona Fide Declaration

THIS DECLARATION MUST BE SUBMITTED BY ALL TENDERERS. WHERE THE TENDERER IS A CORPORATION OR PARTNERSHIP THE DECLARATION MUST BE COMPLETED BY A DULY AUTHORISED REPRESENTATIVE.

Name of Tenderer:

Address:

I, [*insert name*], solemnly declare that I have been duly authorised to make this declaration by the Tenderer and I hereby certify as follows:

- (1) The Tenderer is not bankrupt or being wound up, its affairs are not being administered by a court, it has not entered into an arrangement with its creditors, it has not suspended its business activities nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (2) The Tenderer is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.
- (3) Neither the Tenderer, nor any of its directors or partners, has been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct (proven by any means which the Contracting Authority can demonstrate) in the course of its or their business.
- (4) The Tenderer has fulfilled its obligations relating to the payment of taxes or social security contributions in its country of establishment or any other State in which the tenderer is located and is in a position to provide a valid tax clearance certificate when requested.
- (5) The Tenderer has not been guilty of serious misrepresentation or omission in providing information to a public buying agency, including the Contracting Authority.
- (6) The Tenderer (or any of its directors or partners) has not been convicted of fraud, money laundering, corruption, or of being a member of a criminal organisation.

I further declare that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my company/partnership being excluded from participation in this or future tenders.

This declaration is made for the benefit of Irish Wheelchair Association (the “Contracting Authority”).

SIGNATURE: _____

DATE: _____

NAME (PRINT): _____

POSITION: _____

TELEPHONE: _____

