



Comhairle Contae Thiobraid Árann  
Tipperary County Council

**OPEN PROCEDURE**  
**REQUEST FOR TENDER FOR A CONTRACT**  
**TCC 001308T**

<b>Scope of Contract</b>	
Development and implementation of a dynamic tourism marketing campaign for Tipperary 2022	
<b>Procedure</b>	
Open Procedure – National Level	
<b>Key Dates</b>	
<b>Issue Date</b>	<b>2/11/2021</b>
<b>Closing Date for Queries</b>	Time 17.00 Date 16:11:2021
<b>Closing Date for Tender Submissions</b>	Time 17.00 Date 23:11:2021
<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>	
Via <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> only	

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal [www.etenders.gov.ie](http://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

Tipperary County Council, on behalf of Tipperary Tourism CLG, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website [www.tipperarycoco.ie](http://www.tipperarycoco.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 Overview of the Requirement

#### **Introduction/Background**

Tipperary County Council is running this procurement process on behalf of Tipperary Tourism CLG. The primary objective of this project, "Tipperary Tourism Brand 2022 Marketing Campaign", is an effective and innovative campaign in inspiring visits to and increasing awareness of destination Tipperary.

The primary aim is to aid the recovery of the tourism industry in the aftermath of the COVID 19 pandemic by promoting the Destination to national and international markets to increase the Destination's visibility and increase visitor numbers and revenue to the local tourism economy.

#### **Background**

The Covid 19 global pandemic brought tourism to a standstill worldwide as countries closed their borders and travel was restricted to 2km from homes. The loss of revenue during the restrictive phases and the subsequent guidelines that have reduced the industry's capacity has significantly impacted the tourism sector. 2021 marked the commencement on a long road to recovery with a primary focus on domestic tourism. As we prepare for 2022, the Board of Tipperary Tourism is aware that the industry has evolved significantly in the last two years.

The campaign needs to be cognisant of a global move towards outdoor activity, outdoor events & dining and responsible tourism. The 2022 campaign needs to convey the complexity of offering that Destination Tipperary provides to visitors.

The vision for Destination Tipperary as set out in the Tipperary Marketing Experience and Destination Development Plan 2016 -2021 is outlined below; this vision is congruent with researchers findings on positive attributes required to aid recovery; there is an opportunity here:

"The undiscovered heartland of Ireland – abundant in authentic, yet-to-be-discovered experiences that are rooted in a land even more ancient than the historic buildings that remain, yet fully in harmony with the modern world."

The differentiating characteristics of Tipperary that make it ideal for a staycation in a post-Covid 19 market are:

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Un-spoilt and undiscovered yet within easy reach of most of Ireland's densely populated areas.

Ideal option for short breaks, rural escapes, reunion getaways.

- **Variety of landscapes:** fertile lowlands, several mountain ranges, lake and river experiences can all be experienced in one holiday.
- **Blueways:** Suir Blueway Tipperary and the Lough Derg Blueway provide layered experiences on and beside the waterways.
- **Significant food product,** with a variety of restaurants and farm tours available.

As a destination, it will appeal to visitors as a post Covid 19 destination for a variety of reasons:

- **Practical:** Easy drive, offers what they want (food, good accommodation, things to do in the outdoors). The close distance to the cities of Dublin, Limerick, Waterford makes it the ideal location for family reunions, short getaway breaks etc.
- **Emotional:** slow, real, authentic, provides the opportunity to de-stress, connect with loved ones, remember what is important in life.
- **Curiosity:** undiscovered experiences, sites, landscapes made easy by packaging (DIY/pre-packaged), signage (downloadable trails, signed routes etc.) and promotion.
- **Specific interests:** outdoor activities (especially hill walking, biking, water-sports), heritage, equine and food.
- **Fashion:** the new food destination (home of Dexter cattle, Cashel Blue, Piedmont Cattle, sustainable farm visits, and local farmers markets etc.) Crafts including Rossa pottery and Hanly Woolen Mills.

The creative agency appointed will be responsible for Media Planning and Buying to develop and implement the promotional campaigns.

We wish to conduct an advertising campaign across a range of media for spring and summer 2022.

The objectives are as follows;

The primary objective of the campaign is to raise awareness of the range of activities available in County Tipperary, the call to action should be to draw consumers attention to the Tipperary.com website, inspire visitors and ultimately increase the number of domestic and international holiday trips being taken each year in County Tipperary.

Secondarily Tipperary Tourisms' marketing plan will need to run spring, & summer campaigns to help extend the length of the tourism season

The successful agency will be expected to build on the current success of the brand and communications strategy that effectively delivers on the needs.

## 2.2 Details of Options

N/A

## 2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	02/11/2021
Closing date for Queries	17.00 16:11:2021
Closing date for Receipt of Tenders	17.00 23:11:2021
Clarification meetings (if anticipated)	Not Anticipated
Award decision	01/12/2021
Contract Commencement	01/03/2022

The dates provided above are estimates at the time of publication of the Request for 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

## Design & Management

### Campaign Concept 2022

Design an authentic marketing campaign, action plan and a file of assets, that will be effective and innovative in inspiring visits to and increasing awareness of the Tipperary.

Attend two meetings with Tipperary Tourism CLG, the first meeting to consult the board regarding the 2022 marketing campaign and the second to present the end of campaign report.

Design and deliver one workshop facilitated on zoom or in person to the members of Tipperary Tourism to outline how their business can benefit and leverage off the 2022 marketing campaign.

Periodically during the campaign, a brief report (3 pages) will be required. Tipperary Tourism will provide a template for this purpose. (Max 3 mini-reports in the six months)

## Video

**Introduction:** To ensure maximum impact of the videos as tourism marketing tools, the video producers will take account of the habits and characteristics of targeted social media users and holiday planners within each of the target markets. In this regard, each video will be front-loaded, engaging and entertaining from the outset, considering that almost all viewers are likely to watch only the first 10 seconds.

Although appropriate incorporation of sound will be required, the videos should not rely on the availability of sound to achieve their impact, given that many social media users consume media without sound.

It is expected that the videos produced will be brave, innovative, emotive and memorable.

The videos produced must aim to achieve maximum brand awareness, and all content encourages viewers to visit the attractions and locations highlighted through embedded calls to action, which do not take away from the engaging nature of the videos. The design and production of the videos should also strive to create content that will compel viewers to share via social media platforms, comment on what they see and interact, to gain maximum exposure online.

The marketing videos shall be provided using a minimum 1280 x 720 pixels, high definition (HD), and standard, electronic format, with high definition audio voice-over or background music if used; with all language, tone, script, and music to be approved by Tipperary before final editing.



Copyright will be to Tipperary County Council & Tipperary Tourism, and promotional use of the videos will be extended to the various partner organisations and agencies involved with tourism promotion.

**Target Audience:** The videos will be unique, vibrant and memorable, each focusing on the key characteristics of tourism target markets "Culturally Curious, Great Escapers, Unconstrained Adults and Connected Families" as defined by Fáilte Ireland.

A bank of inspirational, iconic, activity-themed content for Tipperary already exists. To continue to raise the profile of and interest in the great outdoors tourism offering, three deficits will need to be filled in 2022. The successful Tenderer (s) will be required to create original footage of:

**New footage require:**

1. Thurles / Tipperary / Clonmel racecourse.
2. Tipperary has eight golf courses, shooting new footage to represent this activity.
3. Family adventure on Suir Blueway Tipperary.

*Note;* Casting and models for the video will be the responsibility of the successful agency.

**Outputs:**

1. One mini video 60-second video of golfing in Tipperary
2. One mini video 60 seconds video of horse racing in Tipperary
3. One Blueway 60 second video on Suir Blueway Tipperary.
4. One mini video using a pre-existing bank of video of hiking in Tipperary.
5. One mini video using a pre-existing bank of video of equine experiences in Tipperary.
6. One hero video 90 seconds using a pre-existing bank of video of highlights of the great outdoors in Tipperary

**It is a requirement that video content is sub-clipped, labelled and uploaded to Tipperary Tourism's Vimeo account.**

**Printing & Delivery**

Tear away map printing – A3 double-sided tear-off sheets sheet maps. Quantity - 20,000 (no link to brochure available as this is currently being designed)

4 Butler Trail Tipperary Town and Fethard – DL's [Link to digital version](#) 8,000 units in total (2,000 for each of the 4 DL's)

Suir Blueway Tipperary brochure folded to 12pp DL 12,000 copies - [Link to digital version here](#)

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Take a Hike x 15,000 Tipperary Walking Maps - Hike 48 page DL on 120gsm uncoated Delivered to Tipperary - [Link to the digital version here](#)

Fethard Butler Trail map - A3 single-sided tear-off sheets sheet maps. Quantity – 5,000 (no link to brochure available as this is currently being designed)

**It will be a requirement that all brochures are packaged in small quantities / boxes that are easy to transport individually with delivery to two separate addresses in county Tipperary.**

### Digital Advertising

1. A budget of €200 per video for social media advertising.
2. Google adverts for the six months of the campaign.
3. Run 4 competitions on Tipperary Social Media platforms, prizes will be provided.

### Website management and updating.

Update landing page to align to the national tourism marketing campaign for 2022.

Creating a “Things to Do” section on the website, Tipperary Tourism will provide content for this.

Up-date of the Butler Trial section of the website; this involves the creation of 5 separate pages using a template.

### Media Buying

Tipperary Tourism CLG requires the winning Tenderer (s) to advise on the targeting and procurement of media incorporating Radio to support the brand awareness campaign.

The successful Tenderer will be required to purchase media space on Radio and be responsible for developing the correct mix of radio stations, both local / nationally and internationally, to reach the target audience.

1. Production of a 30-second radio advert that will appeal to the target audiences.
2. In addition to purchasing the required media space, the successful Tenderer will be developing the media plan, both local, national and international, to reach the target audience.

3. The media plan should be accompanied by a rationale for their station selection and the media measurement criteria used to select the station mix. It should also illustrate any additional value provided in the form of bonus airtime, etc.

## PR

Tipperary Tourism CLG requires the winning Tenderer(s) to advise on the targeting and procurement of media incorporating **PR** to support the brand awareness campaign. The PR company must have an understanding of the Tourism Industry in Ireland and internationally.

The PR agency will be required to develop and present a PR plan for approval before implementation.

The requirement is six press releases to be issued throughout the year.

- Suir Blueway Tipperary x 1
- Lough Derg Blueway x 1
- Tipperary Thoroughbred Country x1
- Hiking in Tipperary x 1
- Heritage in Tipperary x 1
- Golfing in Tipperary x1

- 1) Access to national and international media contacts for increased likelihood of publicity.
- 2) The organisation of promotional trips with media contacts to increase the profile of Tipperary and encourage and influence others to visit the region. Requirement is 8 fam trips.
- 3) Editorial in numerous publications both nationally and internationally following familiarisation trips.
- 4) Implement innovative promotional activities to promote the Destination and raise the profile of the brand.
- 5) Liaise with TV and radio contacts on our behalf and secure at least one national TV appearance and two national radio interviews throughout the year.
- 6) Run campaigns to increase the traffic to the Tipperary.com website.
- 7) Manage a Media Monitoring System to pick up on all media coverage in digital and print media relating to Tourism in Tipperary and report same.
- 9) The PR person will be the press point of contact for the media and will help to build a positive relationship on Tipperary Tourism's behalf.
- 10) Liaise with Marketing Manager throughout the project.
- 11) Provide update reports every month, including reach and AVE.
- 12) Campaign report including reach and AVE required on completion of the project highlighting coverage secured and other important information.

## Notes

**Note 1:** for tender assessment and to facilitate cost comparisons, we will use the costs associated with your recommended campaign outline to make the financial assessment.

**Note 2:** A media plan will be required at the end of March detailing all activities for the campaign

### 3.2 Duration

The contract will be for a period of six 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 4 months.

### 3.3 Indicative budget

The indicative budget for the contract is €80,000 including VAT

### 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 A.

### 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 of compliance with Section 4.1.1 (a).

### 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.	
Declarations	
<ul style="list-style-type: none"> <li>• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document.</li> <li>• 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.</li> </ul>	
Financial	
<b>Tax</b>	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
<b>Turnover</b>	Confirmation that the tendering party turnover exceeded €200,000 during one of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.
<b>Insurance</b>	Confirmation of the following insurances being in place: <ul style="list-style-type: none"> <li>• Employer's Liability - €13 million</li> <li>• Public Liability - €6.5 million</li> <li>• Product Liability - €6.5 million</li> <li>• Professional Indemnity - €500,000</li> <li>• Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination) <b>N/A</b></li> <li>• Cyber Liability – €6.5 million</li> <li>• [Other relevant insurances]</li> </ul>

## 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.

<b>Manpower Levels</b>	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
<b>Skillset Required</b>	<b>Minimum Number</b>
Marketing Manager	1
PR	1
Media Buyer	1
<b>Technical Resources</b>	
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.	
<b>Technical Resource Required</b>	<b>Minimum Requirement</b>
Web Designer	1
Videographer and editor	1
<b>Previous Contracts / Experience</b>	
Tenderers must provide information which clearly demonstrates the successful delivery of previous comparable contracts / projects which involved them in advertising campaigns covering creative agency services and media planning and buying.	
Candidates should ensure that they provide sufficient information to allow the contracting entity to compare these services to those required under this contract and to satisfy itself of the suitability of the candidate in this regard.	
<b>Health &amp; Safety</b>	
Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation.	



Please complete the TRD. Evidence of compliance will be required as condition of contract award.

## 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 Marks Required
	40%	400	N/A
<b>Title</b>	THE COST CRITERION		
<b>Description</b>	Tenderers should submit a fixed price tender for their proposed campaign and recommended media selection. Tenderers are required to breakdown the costs of their tender into the following elements; <ul style="list-style-type: none"> <li>Media Buying</li> <li>Video creative</li> <li>Print Costs</li> <li>PR Campaign Costs</li> <li>Website up-date costs</li> <li>Management costs</li> <li>Digital Advertising</li> </ul>		
Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	30%	300	150
<b>Title</b>	Previous Experience and Proposed Team		
<b>Description</b>	The tenderer shall provide details of the organisation, and of the qualifications and experience of staff assigned to performing the contract, with CVs for key team members. Detail the balance of skills and levels of involvement of the tenderers proposed team for the performance of the services. Tenderers should note that where the staffs proposed are no longer available Tipperary County Council & Tipperary Tourism must be notified about the replacement personnel to ensure a consistent quality of resource is made available. <p>Please be advised that where sub-contractors are to be engaged, Tipperary County Council &amp; Tipperary Tourism will only be dealing with the tender applicant and not with the sub-contractors and at no time will</p>		

	act as an arbiter between the tender applicant and any sub-contractors they engage.		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	30%	300	150
Title	Methodology		
Description	<p>Demonstrate how you intend to manage and implement the 2022 Marketing campaign.</p> <p>Provide information on the timelines stages of work in order to deliver the above results with clear outputs and timelines, including reporting.</p> <p>Also detail how communications will be managed between the client and the contractor.</p>		

**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>B</b>
Maximum Points available for Cost	400*
Formula employed	$\frac{400*}{B} \times A$

### 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.

<b>80 – 89%</b>	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
<b>70 – 79%</b>	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
<b>60 – 69%</b>	Good	A good response demonstrating good understanding offering assurance to client – well supported.
<b>50 – 59%</b>	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
<b>Less than 50% is unacceptable</b>		
<b>25 – 49%</b>	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.
<b>1 – 24%</b>	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.
<b>0%</b>	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.



## INSTRUCTIONS FOR TENDERERS

### (a) Submission of Tenders via [www.etenders.gov.ie](http://www.etenders.gov.ie)

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

Tenderers must ensure that they give themselves 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 postbox, 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.

### (b) Closing date for Tenders

The closing date for tenders	is Time 17.00 Tuesday the 23:11:2021
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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.

### (c) 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 tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

The closing date for queries	is Time 17.00 Tuesday the 16:11:2021
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 eTenders website.

### (d) 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.

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.

**(e) 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.

**(f) 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.

**(g) 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.

**(h) 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.

**(i) 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.

**(j) 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.

**(k) Freedom of Information Acts**

Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

**(l) 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.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.



**(m) 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.

**(n) 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 figure 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.

**(o) 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 with the name of the winning tenderer(s) and the scores of the tenderer and the winning tenderer.

## GENERAL INFORMATION RELEVANT TO SUCCESSFUL TENDERERS

### **(i) 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.

### **(ii) 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).

### **(iii) 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.

### **(iv) 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.

### **(v) 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 fulfill 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.