



**REQUEST FOR TENDER**  
**MULTI-OPERATOR FRAMEWORK AGREEMENT**

<b>Title:</b>	<b>Provision of Expert Technical and Strategic Advice to the Environmental Protection Agency on Contaminated Land, Groundwater, Hydrogeology and related work.</b>
<b>Contracting Authority:</b>	Environmental Protection Agency
<b>Procedure:</b>	Open
<b>eTenders/OJEU ref:</b>	<b>230216</b>
<b>Issue Date:</b>	18/1/2023
<b>Closing Date for Queries:</b>	3/2/2023
<b>Closing Date for Tender Submission:</b>	20/2/2023 16:00hrs
<b>Submissions and Queries via:</b>	eTenders only

The EPA will publish a number of documents as part of this procurement process, details of these documents are provided below. Applicants are recommended to read the documents thoroughly.

Relevant Documents included in this Procurement Process				
Completed Request for Tender	Yes	✓	No	
Tender Response Document	Yes	✓	No	
Terms & Conditions of Framework Agreement	Yes	✓	No	
Terms & Conditions for Services	Yes	✓	No	

## Contents

1	About the Contracting Authority .....	6
1.1	The Environmental Protection Agency .....	6
1.2	Management and Structure .....	6
1.3	Geographical Distribution .....	7
1.4	Small and Medium Enterprise participation .....	7
2	Scope of the Framework Agreement .....	9
2.1	Type of Framework .....	9
2.2	Scope of Requirements under the Framework .....	9
2.3	Overview of Initial Contract .....	9
2.4	Lots .....	9
2.5	Details of Contracts under the Framework .....	9
2.6	Anticipated Timeline .....	10
2.7	Numbers admitted to the Framework .....	10
2.8	Duration of the Framework Agreement .....	11
2.9	Estimated Value for the Framework Agreement .....	11
2.10	Awarding Contracts under the Framework Agreement .....	11
2.11	Mini Competitions .....	11
2.12	Cascade Method .....	11
2.13	Right to tender outside of the Framework .....	12
2.14	Compliance with the Terms and Conditions of the Framework Agreement .....	12
2.15	Award to Runner Up .....	12
3	Specification of Requirements .....	13
3.1	Detailed specification of requirements .....	13
3.2	Variants .....	17
3.3	Monitoring of the Contract .....	17
3.4	Account Management .....	17
4	Selection Criteria .....	18
4.1	Use of the European Single Procurement Document .....	18
4.2	Relying on the standing of other Entities .....	18
4.3	General Declarations and Financial Capacity Requirements .....	18
4.4	Technical Capacity Requirements .....	19
5	Award Criteria .....	22
5.1	Methodology for calculating the Cost Score .....	23
5.2	Methodology for scoring Qualitative Criteria .....	24
5.3	Post Tender Clarifications .....	24
5.4	Verification .....	24
5.5	Clarification of Abnormally Low Tenders .....	25
5.6	Right to Confirm Suitability .....	25
6	Instructions for Tenderers .....	26
6.1	Submission of Tenders .....	26
6.2	Closing Date for Tenders .....	26

6.3	Queries.....	26
6.4	Extension of the Tender Deadline.....	26
6.5	Tender Validity Period .....	27
6.6	Discrepancies between Documents.....	27
6.7	Formatting of Tenders / Amending Tender Documents.....	27
6.8	Collusive Tendering.....	27
6.9	Confidentiality.....	28
6.10	Clarification of Tenders.....	28
6.11	Correction of errors .....	28
6.12	Change in the composition of a Tenderer .....	28
6.13	Interference and Inducement to Purchase.....	29
6.14	Conflict of Interest .....	29
6.15	Publicity.....	29
6.16	Right Not to Award .....	29
6.17	Notification of Tender Evaluations .....	30
6.18	Award Notices.....	30
6.19	Policy on Personal Debriefings.....	30
6.20	Copyright.....	30
6.21	Brand Names, etc.....	30
6.22	Environmental Aspects .....	31
6.23	Knowledge and Skills Transfer .....	31
6.24	Currency and Payments .....	31
6.25	Irish Legislation and Law .....	31
6.26	Anti-Competitive Conduct .....	31
6.27	Accessibility / Dignity at Work .....	31
6.28	Withholding Tax.....	32
6.29	Freedom of Information .....	32
6.30	Late Payment .....	32
6.31	Data Protection .....	32
6.32	Changes in Legislation.....	33

## Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, 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 the 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 these documents, or for the information contained in these documents 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 company 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.

## Note

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.

The Environmental Protection Agency (EPA) have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

# 1 About the Contracting Authority

## 1.1 The Environmental Protection Agency

The Environmental Protection Agency (EPA) is at the front line of environmental protection and policing. We ensure that Ireland's environment is protected, and we monitor changes in environmental trends to detect early warning signs of neglect or deterioration.

Protecting our environment is a huge responsibility, and we work with a number of organisations that carry out specific environmental functions. As of August 2014, we are also responsible for ensuring that the people of Ireland are protected from the harmful effects of radiation.

The EPA is an independent public body established under the Environmental Protection Agency Act, 1992. The other main instruments from which we derive our mandate are the Waste Management Act, 1996, and the Protection of the Environment Act, 2003 and Radiological Protection (Miscellaneous Provisions) Act 2014.

We have a wide range of functions to protect the environment, and our primary responsibilities include:

- Environmental licensing
- Enforcement of environmental law
- Environmental planning, education and guidance
- Monitoring, analysing and reporting on the environment
- Regulating Ireland's greenhouse gas emissions
- Environmental research development
- Strategic environmental assessment
- Waste management
- Radiological protection

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

## 1.2 Management and Structure

The organisation is managed by a full-time Board, consisting of a Director General and five Directors. The work of the EPA is carried out across five operational units (Offices), each reporting to a Director:

- Office of Communications and Corporate Services (OCCS)
- Office of Environmental Sustainability (OES)
- Office of Evidence and Assessment (OEA)
- Office of Environmental Enforcement (OEE)
- Office of Radiation Protection and Environmental Monitoring (ORM)

There is also an Office of the Director General (ODG) which is a small unit supporting the Director General.

The EPA is assisted by an Advisory Committee who meet several times a year to discuss issues of concern and offer advice to the Board. The EPA Board is also advised by several other key external committees and groups.

The EPA is a multi-disciplinary and multi-functional organisation currently employing approximately 400 staff who perform both administrative and technical field based functions. An organisational structure is available on the EPA website. The EPA managed work locations, spread regionally over eight locations, outlined below include both office & laboratory environments. Off-site operations include inspection and/or monitoring of a broad range of sites and facilities, for example, water bodies, landfill sites, industrial sites, medical facilities, drinking water and wastewater facilities, waste treatment plants, intensive agriculture, and off shore activities. Laboratory and sampling activities include chemical, biological and radiological.

### **1.3 Geographical Distribution**

EPA staff are based in Headquarters in Wexford and a number of Regional Offices located as follows:

- EPA Headquarters: Johnstown Castle Estate, Co. Wexford
- Regional Inspectorate Dublin: McCumiskey House, Richview, Clonskeagh Road, Dublin 14 & Clonskeagh Square, Dublin 14.
- Regional Inspectorate Cork: Inniscarra, Co. Cork
- Regional Inspectorate Castlebar: John Moore Road, Castlebar, Co. Mayo
- Regional Inspectorate Monaghan: The Glen, Monaghan
- Regional Inspectorate Kilkenny, Seville Lodge, Callan Road, Kilkenny

The EPA also has small sub-offices in Limerick and Athlone.

### **1.4 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 framework agreement / 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 contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.



## 2 Scope of the Framework Agreement

### 2.1 Type of Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

This competition relates to the establishment of a multi-operator framework with one, two or three (at least one, no more than three) economic operators. Thereafter contracts will be awarded in accordance with the rules contained herein.

### 2.2 Scope of Requirements under the Framework

The EPA requires suitably qualified and experienced contractors to provide assistance to the EPA on the assessment of technical reports on contaminated land, groundwater, hydrogeology and on the management of related work. The following are examples of tasks undertaken under existing similar contracts:

- Technical assessment of reports,
- Assist the EPA in developing best practice, template reports, guidance and training,
- Provide strategic and technical advice to the EPA on hydrogeology, contaminated land & groundwater,
- Provide advice on hydrogeological and site investigations, and groundwater/contaminant modelling,
- Conduct or arrange for the conducting of hydrogeological and site investigation and groundwater/contaminant modelling,
- Assess submissions made to the EPA by applicants, licensees and others.

### 2.3 Overview of Initial Contract

There will be no initial contract. See section 2.5.

### 2.4 Lots

N/A

### 2.5 Details of Contracts under the Framework

Contracts will be awarded to framework members as required. Typically these will be of short duration with scope limited to one licensed or applicant site, although the EPA has previously for convenience grouped a number of jobs under one contract, up to 5 sites. There may also be longer duration projects with broader scope and higher value.

Different offices of the EPA may award contracts under the framework. Some *examples* of past projects includes:

- Some EPA licensees have caused groundwater or soil contamination that may require remediation. In these instances, contracts typically relate to the OEE's requirement

for expert review of a licensee’s technical reports on contamination and/or remediation. Licensee’s reports include, for example, site investigations and assessments, quantitative risk assessments and remedial options appraisals.

- The EPA’s Licensing Unit processes licence applications for activities such as landfills. It may also process licence applications from operators who may have soil or groundwater contamination that requires assessment to assist the EPA’s decision-making on a licence or licence review application. Contracts might typically relate to the requirement for expert review of an applicant’s technical reports and advice on remediation needs or how such contamination could or should be regulated in an EPA licence.
- The EPA’s Circular Economy Team processes end-of-waste applications and by-product notifications that may relate to the placing of material into the ground. Expert advice may be required to evaluate the potential impact of such placement into the ground and how environmental pollution can be avoided as a result of such placement.

The above are examples only and do not represent the full range of EPA needs/requirements that may be let out to contract under this framework.

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the members of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

**2.6 Anticipated Timeline**

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing Date for Queries	As specified on title page
Closing Date for Tender Submission	As specified on title page
Clarification/verification meetings (if anticipated)	Not anticipated
Award decision	22/3/2023
Framework Agreement Commencement	5/4/2023

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

**2.7 Numbers admitted to the Framework**

The framework agreement will be established as a multi-operator framework agreement with up to three (3) operators, subject to that number meeting the minimum criteria and rules.

## **2.8 Duration of the Framework Agreement**

The framework agreement will be for a maximum period of four (4) years.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

## **2.9 Estimated Value for the Framework Agreement**

It is envisaged that the maximum spend under this framework agreement will be in the range €225,000 - 325,000 excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

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

In the case of a multi-operator framework agreement contracts may be awarded as described in sections 2.11 and 2.12 below. A dual drawdown mechanism is envisaged for the framework agreement, as follows.

### **2.11 Cascade Method**

Through application of the cascade method whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not able to deliver the contract due to availability, conflict of interest, etc., the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

Please note that the cascade method will be used in the following circumstances: The cascade method will be used the majority of the time for the routine work/contracts envisaged under the framework agreement, and in all circumstances where mini-competitions are not used.

Please note that under the cascade system, performance and quality of delivery will be a key feature, and the Contracting Authority reserves the right to apply the relegation process detailed in the Framework Terms and Conditions and relegate the first ranked member to the bottom position on the cascade list for poor performance.

### **2.12 Mini Competitions**

Through invitation to a mini competition between all the firms admitted to the framework agreement. On each occasion, a Supplementary Request for Tender will be issued detailing the scope of requirements, the award criteria, a closing date and time and methodology for submission of responses.

Mini-Tenders will operate for the following types of contracts: Mini-competitions are not anticipated to be used regularly but may be used, for example, in situations where innovation is required to find a solution to a problematic issue and it may be helpful to find an optimal solution through a tender process. There may be other situations where the EPA, at its sole

discretion, deems it advantageous and of value to conduct a mini-tender, for example, where relevant technical services are required but with less expert input.

### **2.13 Right to tender outside of the Framework**

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Members. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the members the right to be consulted in respect of, or tender for, any contract.

### **2.14 Compliance with the Terms and Conditions of the Framework Agreement**

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

### **2.15 Award to Runner Up**

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

## 3 Specification of Requirements

### 3.1 Detailed specification of requirements

The key deliverable for contracts under this framework will be the preparation of expert reviews and assessments of reports submitted by applicants, licensees and others. These reports will relate to, for example, contaminated land, groundwater and hydrogeological issues as well as any related topics. More detail is outlined below in section 3.1.1. Other work that may arise under this framework is outlined in sections 3.1.2 to 3.1.7.

#### 3.1.1 Technical assessment of a licensee's or applicant's contaminated land, groundwater and hydrogeological reports

This task is the core of the work typically sought by OEE who will be managing the framework on behalf of the EPA. Since 2018, approximately 70 technical reviews have been carried out by existing framework members for the EPA.

The EPA will identify licensee/applicant technical reports that need to be assessed and these, along with any specific questions that the EPA needs answered, will be sent to the framework member. The framework member will, if willing to accept the work, provide a quote for the work and will propose a timetable for its completion.

Where information in the technical reports is outstanding or the quality of information submitted by the licensee/applicant may hinder the assessment of these reports, the framework member will so inform the EPA who will address any gaps with the licensee or applicant.

The EPA will specify and/or discuss with the framework member if there is a need to attend a site visit or meeting with a licensee or applicant. The framework member may also propose that site visits or meetings are held.

The framework member will provide an **expert** technical assessment of the technical reports provided by the EPA. This assessment will include, but should not necessarily be limited to, the following:

- An introduction to the relevant aspects of the site history and the framework member's understanding of the issues of concern at the site;
- Evaluation of the quality of the reports assessed and the quality and suitability of the information submitted;
- Answers to any questions posed by the EPA as part of the project brief;
- Comments and clear recommendations on the suitability of any proposals made for such things as site investigation, monitoring, risk assessment and remediation actions;
- Identification of further or alternative technical measures for addressing the issues at the site as required;

- Where relevant, commentary and assessment of the information, commentary and/or recommendations in the context of compliance with the EU Water Framework Directive (WFD) and the European Communities Environmental Objectives (Groundwater) Regulations 2010; Significant data gaps and assumptions made; and
- Other relevant matters that arise on foot of the assessments.

Where the EPA asks the framework member to assess a report under this heading, the following response times will be required, unless otherwise agreed:

- Acknowledgement of request for advice on new, non-urgent matters – 1 working day from EPA request.
- Indication of willingness to accept the work, including conflict check completed – 3 working days from EPA request.
- Quotation and timetable, or identification of gaps that prevent providing a proper quotation – 5 working days from EPA request.
- Confirmation of instructions – 1 working day after receipt of purchase order.
- Delivery of report – 20 working days after confirmation of instructions, unless otherwise agreed due, for example, to complexity of case.

Shorter response and delivery times may be required from time to time and *may* take the form of verbal (telephone, on-line) discussions or email exchanges. The framework member shall endeavour, within reason, to meet any such requests when such need has been identified by the EPA.

The framework member's reports (whether draft or final) may be shared with the applicant or licensee. They may be made available for public viewing on the internet and/or released in accordance with FOI or AIE obligations. Reports for the EPA should be written accordingly and in compliance with EPA policies on the protection of personal information.

The EPA may ask the framework member from time to time to critically review a period of work or a number of assignments for the purpose of, for example (a) supporting the EPA in the implementation of policy and legislation and (b) providing feedback on our overall approach to this aspect of our work.

### **3.1.2 Advising on and/or conducting hydrogeological desk studies and site investigations**

The EPA may ask the framework member to physically carry out site inspections. These may be intrusive investigations or simply observational. This has not been a frequent request but active field work has been needed from time to time. Tenderers must demonstrate that they have considerable experience of field work including its planning, logistics, implementation and reporting.

We may also ask the framework member to carry out such tasks as conducting hydrogeological desk studies and groundwater/contaminant modelling.

We may ask the framework member for advice on how to address such items.

The EPA will identify these needs as they arise and a scope will be sent to the framework member. The framework member will, if willing to accept the work, provide a quote for the work and will propose a timetable for its completion. The response times described in section 3.1.1 shall apply unless otherwise agreed.

### **3.1.3 Drafting of guidance and methodologies as necessary**

The framework member may be asked to update (or assist in the updating of) EPA guidance documents and internal methodologies or procedures in the area of contaminated land and groundwater. Examples of existing published guidance can be viewed here: <https://www.epa.ie/our-services/compliance--enforcement/waste/contaminated-land/>.

The scope of this work may extend to, for example, existing templates, assessment tools, standards of work and written reports, sampling techniques and analytical methods to ensure compatibility with national and international best practice. In short, this work may relate to any technical matter in this field that the EPA needs expert advice on.

The EPA will identify these needs as they arise and a scope will be sent to the framework member. The framework member will, if willing to accept the work, provide a quote for the work and will propose a timetable for its completion. The response times described in section 3.1.1 shall apply unless otherwise agreed.

### **3.1.4 Review and development of report templates for use by licensees and applicants**

The framework member may be asked to review and develop common reporting templates, tools and information packages for use by licence applicants, licensees and others for contaminated land & groundwater and hydrogeological reports to promote consistency in this area. The EPA aim is to ensure a standardised format and consistent quality of reports being submitted by applicants, licensees and others. Examples of existing template documents can be viewed here: <https://www.epa.ie/our-services/compliance--enforcement/waste/contaminated-land/>

The EPA will identify these needs as they arise and a scope will be sent to the framework member. The framework member will, if willing to accept the work, provide a quote for the work and will propose a timetable for its completion. The response times described in section 3.1.1 shall apply unless otherwise agreed.

### **3.1.5 Training programmes for EPA staff and licensees**

The framework member may be asked to develop training materials for EPA inspectors and staff, and to deliver training. In the last 3-4 years, training has taken the following form:

- Short 1-2 hour on-line webinars delivered to EPA staff located across the regions;
- Half-day to full-day training programmes delivered *in-person* at EPA inspectorates at Dublin, Castlebar, Cork and Wexford – typically 2-3 hours of training followed by site-specific “clinics” to discuss particular technical or site-specific issues that require some expert advice. It is anticipated that this will be run as an annual roadshow and clinic for as long as the needs and benefits exist.

Training delivered to groups is generally “the basics” of geology and hydrogeology as well as site investigations, risk assessment and assessing reports prepared by licensees or applicants (including those based on published guidance and templates). As the complexity of the training material increases, so does the need for in-person delivery.

On-line webinars may be recorded for EPA use later when training new staff.

The EPA may ask the framework member to prepare and deliver training or information materials for licensees and applicants on similar topics to those outlined above including, in particular, how to implement and use EPA guidance and report templates.

The EPA will identify these needs as they arise and a scope will be sent to the framework member. The framework member will, if willing to accept the work, provide a quote for the work and will propose a timetable for its completion. The response times described in section 3.1.1 shall apply unless otherwise agreed.

### **3.1.6 Expert witness service and attendance at seminars, conferences and meetings**

The framework member may be asked to act as an expert witness in legal cases and oral hearings.

The framework member may be asked to make presentations at seminars, conferences or meetings.

The framework member may be asked to accompany or represent the EPA at meetings with licensees, applicants or groups of these.

The EPA will identify these needs as they arise and a scope will be sent to the framework member. The framework member will, if willing to accept the work, provide a quote for the work and will propose a timetable for its completion. The response times described in section 3.1.1 shall apply unless otherwise agreed.



### 3.1.7 Other services within the broad remit of the framework agreement

The framework member may be asked to provide other services to the EPA, within the broad remit of the framework agreement. The EPA will identify these needs as they arise and a scope will be sent to the framework member. The framework member will, if willing to accept the work, provide a quote for the work and will propose a timetable for its completion. The response times described in section 3.1.1 shall apply unless otherwise agreed.

### 3.2 Variants

None.

### 3.3 Monitoring of the Contract

An EPA contact point will be appointed at the start of the contract to monitor progress, guide the different phases of the work and to comment on the quality of the work and timeliness of the deliverables. The successful tender organisation will be required to attend meetings and liaise with the contact point on a regular basis and at a frequency to be determined by the EPA.

### 3.4 Account 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 framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the 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 account management activities will be non-billable (i.e. the EPA will not pay separately for account management activities). The EPA will nominate authorised staff to liaise with the successful tenderer and delegate as required.

## 4 Selection Criteria

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

### 4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 4.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

### 4.2 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 framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

### 4.3 General Declarations and Financial 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 the 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.

### Declaration

Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016 and 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 the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

### Financial and Economic Standing

<b>Tax</b>	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
<b>Turnover and Financial Standing</b>	<p>(a) Confirmation that the tendering party turnover exceeded €450,000 during each 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.</p> <p>(b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.</p> <p>Evidence of both statements will be required prior to the award of any contract.</p>
<b>Insurance</b>	Confirmation of the following insurances being in place:
<b>Insurance Type</b>	<b>Required Level</b>
Employer’s Liability	€13 million
Public Liability	€6.5 million
Professional Indemnity	€6.5 million

#### 4.4 Technical Capacity Requirements

### Personnel and Skills

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.

The nature of the services required by the EPA relate to expert knowledge and experience. Tenderers shall provide technical expertise to meet the minimum requirements:

**Contaminated Land, Hydrogeology & Groundwater Expertise**

Tenderers must propose at least:

- One person with at least twenty (20) years professional technical experience that meets the requirements of the work outlined in section 3.1. This person should be a demonstrated expert in their field and their biographical summary (CV) should show this.
- One person with at least ten (10) years professional technical experience that meets the requirements of the work outlined in section 3.1.
- One person with at least ten (10) years professional technical experience in data analysis and groundwater/contaminant modelling (may be one of the technical experts above).

Tenderers shall nominate a contract manager who will be one of the hydrogeologist/contaminated land experts nominated above.

Biographical summaries shall be provided for the three people named above.

In addition, biographical summaries may be provided for other members of staff (with minimum five years experience) who may be used by the framework member to provide services or support services.

Tenderers may also provide commentary on the overall technical and human resources offered, describing the expertise available to the experts and other staff named above (and described in biographical summaries) as part of wider teams within the tenderer’s organisation. People’s names, qualifications, experience and special expertise may be set out in summary format.

Skillset Required	Minimum Number
<ul style="list-style-type: none"> <li>• Technical expert: Hydrogeology and contaminated land, including site investigation, risk assessment, remediation techniques</li> <li>• Project /contract management</li> <li>• Technical expert: Data analysis and groundwater/contamination modelling</li> </ul>	<p>2</p> <p>Included as one of the technical experts</p> <p>1 (may be named as one of the two technical experts above)</p>

**Previous Experience**

Tenderers must provide information clearly demonstrating successful delivery of 3 previous comparable experiences, involving the following features:

- See section 3.1 for details of the EPA's requirements for which previous experience must be demonstrated.

### **Health & Safety Management System**

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.

### **Quality Assurance Management System**

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3<sup>rd</sup> party certified. Please complete the TRD.

### **Environmental Management System**

Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether 3<sup>rd</sup> party certified or in-house. Please complete the TRD.

## 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 framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini competitions under the framework agreement.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	25%	2,500	n/a
<b>Cost</b>	<p>The cost element of the award criteria will be assessed on the basis of a <b>Blended Daily Rate</b>.</p> <p>Tenderers are required to complete the tables in section 4.1 of the Tender Response Document (“TRD”). The calculation methodology is set out there.</p> <p>All prices quoted must be inclusive of all costs (including travel expenses and subsistence).</p> <p>The EPA expects to see <b>significant expert involvement</b> in key projects where expert assistance is required (see section 3.1 above) – as opposed to a reliance on the supervised time and input of less experienced staff. This should be evident in the calculation of Blended Daily Rate here in Criterion A (Cost) as well as in the Methodology and Approach to be proposed under Criterion C.</p> <p>The blended daily rate will be the maximum rate chargeable by the framework operator during the initial two years of the framework agreement. For years 3 and 4, proposed rate amendments, if applicable, will be in line with the Consumer Price Index or by any method agreed between the supplier and the EPA.</p>		

Criterion B	Weighting	Maximum Marks	Minimum Marks 60%
	35%	3,500	2,100
<b>Quality</b>	<p>Quality of technical and human resources offered</p> <p>The human resources offered must be supported by evidence of technical capabilities in:</p> <ul style="list-style-type: none"> <li>• project management;</li> <li>• contaminated land assessment and remediation;</li> <li>• geology and hydrogeology – including investigation and risk assessment; and</li> </ul>		

	<ul style="list-style-type: none"> <li>data analysis and groundwater/contaminant modelling.</li> </ul> <p>Tenderers should demonstrate, through proven track record, their candidates' technical ability to undertake the specified work.</p>
--	---

Criterion C	Weighting	Maximum Marks	Minimum Marks 60%
	35%	3,500	2,100
<b>Methodology &amp; Approach</b>	Methodology and programme of work to meet delivery requirements		
	<p>Tenderers must clearly outline how they intend to undertake the work and state how they will meet the required response times set out in section 3.1.1 above. Tenderers must clearly outline the involvement of proposed personnel and any allocation of particular roles to named experts and wider teams within the tenderer's organisation.</p> <p>The EPA expects to see <b>significant expert involvement</b> in key projects where expert assistance is required (see section 3.1 above) – as opposed to a reliance on the supervised time and input of less experienced staff. This should be set out in tenderers' proposals here in Criterion C (Methodology and Approach) and should be evident in the calculation of Blended Daily Rate under Criterion A.</p>		

Criterion D	Weighting	Maximum Marks	Minimum Marks 60%
	5%	500	300
<b>Sustainability</b>	Efforts to reduce project environmental impact		
	The tenderer shall describe how they intend to ensure that the environmental impact of the project remains as low as is reasonably possible. Provide details of environmental policies and systems in place.		

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the framework 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 (Criterion A)

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 <i>Bona Fide</i> Tender	<b>A</b>
Cost for the tender being evaluated	<b>B</b>
Maximum Points available for Cost	<b>C</b>
Formula Employed	$\frac{A \times C}{B}$

### 5.2 Methodology for scoring Qualitative Criteria B, C and D

Score	Category	Description
90 – 100%	Outstanding	An outstanding 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 – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
61 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
60%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
<b>Less than 60% is unacceptable and considered ineligible from further consideration</b>		

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

### 5.3 Post Tender Clarifications

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

### 5.4 Verification

Award of contract/membership of the framework agreement may be subject to attendance at a verification and/or negotiation meeting(s). It would be essential that the key personnel proposed 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 verify any questions or queries regarding the tender offer.

### **5.5 Clarification of Abnormally Low Tenders**

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering 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 based on it being considered abnormally low.

### **5.6 Right to Confirm Suitability**

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 establishment of the framework and award of any contract.

## 6 Instructions for Tenderers

### 6.1 Submission of Tenders

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.

### 6.2 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

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 is specified on the title page.

All queries regarding this tender should be through the messaging 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.

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 the Tender Deadline

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.

## 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.

The Contracting Authority may also have supplied a Tender Response Document as the template to be used in preparing the tender submission. If there is any discrepancy between the Tender Response Document and the Request for Tender please contact the Contracting Authority as soon as possible.

## 6.7 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure the following:

- The first page of their tender contains all relevant contact information
- All responses should include page numbers and a contents page
- Follow, where possible the number structure of the Invitation to Tender
- Ensure that the tender response is structured in a format for ease of evaluation customised to the RFT

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.

## 6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (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.

## 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.

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 service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

### **6.17 Notification of Tender Evaluations**

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

### **6.18 Award Notices**

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

### **6.19 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 services 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 the contract or prior to the handing over of the finished work/product.

## **6.24 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 euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

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.

### **6.33 Restrictive measures in the context of Russian actions in the Ukraine**

In the light of Russian actions in Ukraine, the European Council adopted a new regulation – EU Regulation 2022/576, aimed at restricting participation in economic activity by economic operators from the Russian Federation. Article 5K of the Regulation prohibits the award or continuation of contracts falling within the scope of the Public Procurement Directives to persons or undertakings related to the Russian Federation. To comply with EU Regulation 2022/576, the EPA is seeking a declaration from economic operators as part of the bid response process.