INVITATION TO TENDER

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UNDER THE OPEN PROCEDURE

**MULTI-PARTY FRAMEWORK AGREEMENT**

**FOR**

**STRATEGIC ENVIRONMENTAL ASSESSMENT (SEA) AND APPROPRIATE ASSESSMENTS (AA)**

**Fáilte Ireland Reference Number:**  AC202302

**Closing Day for Receipt of Tenders: Monday**

**Closing Date for Receipt of Tenders:** 6th March 2023

**Closing Time for Receipt of Tenders:** 12 noon (local time)

**Date Issued:** 7th February 2023

|  |  |
| --- | --- |
| RESPONSE SUBMITTED BY: | [COMPANY NAME] |
| Please note that information relating to this document, including clarifications and changes, will be published on the Irish Government eTenders Procurement Website ([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 cannot accept responsibility for information relayed (or not relayed) via third parties. | |

# CHECKLIST FOR TENDER SUBMISSIONS

In order to allow Fáilte Ireland to fully evaluate completed tenders, please ensure your response document follows the sequence and format of this template. Tenderers are advised to ensure that their responses include ALL of the following information**:**

|  |  |
| --- | --- |
| **Completed the Electronic European Single Procurement Document**  **(eESPD) which is accessible via the Response Page on www.eTenders.gov.ie** |  |
| **Completed Section A – Pass/Fail Criteria** |  |
| **Completed Section B – Specification and Award Criteria** |  |
| **Completed Section C – Data Protection** |  |

The above checklist is for guidance purposes only; Fáilte Ireland will not accept any responsibility for omissions from this checklist. Tenderers are advised to read all Tender documentation and appendices in full in order to provide a comprehensive response.

***Incomplete tender responses will result in rejection of the tender***

**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.

None of the information shall constitute a contract or part of a contract between Fáilte Ireland and any tenderer. No legal relationship or other obligation shall arise between the tenderer and Fáilte Ireland unless and until an agreement has been entered into and formally executed in writing between Fáilte Ireland and the successful tenderer and any conditions precedent to the effectiveness of such documents have been fulfilled.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the documents 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 documents or otherwise provided by or on behalf of Fáilte Ireland (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 Fáilte Ireland 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. Fáilte Ireland 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.

Fáilte Ireland reserves the right to discontinue the procurement process at any time.

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# LIST OF ADDITIONAL DOCUMENTS

Please ensure that each of the additional documents are reviewed in full:

Appendix 1 – Fáilte Ireland Supply of Services Contract

# About Fáilte Ireland

Fáilte Ireland is the National Tourism Development Authority. Our role is to support the tourism industry and work to sustain Ireland as a high-quality and competitive tourism destination. We provide a range of practical business supports to help tourism businesses better manage and market their products and services.  
  
We also work with other state agencies and representative bodies, at local and national levels, to implement and champion positive and practical strategies that will benefit Irish tourism and the Irish economy.  
  
We promote Ireland as a holiday destination through our domestic marketing campaign (DiscoverIreland.ie) and manage a network of nationwide tourist information centres that provide help and advice for visitors to Ireland.

# 2. Nature of The Framework

## 2.1 Multi-Party Framework

As a public body Fáilte Ireland is seeking to leverage efficiency from its services in terms of processes and methods that deliver effectiveness and value for money, for this reason Fáilte Ireland has adopted a framework agreement to acquire these services.

It is envisaged that the top 5 (but not restricted to) scoring tenderers will be appointed to the framework. If for any reason it is not possible to admit to the framework agreement one of more of the tenderers invited following the conclusion of this competitive process, the contracting authority reserves the right to invite the next highest scoring tender(s) to join the framework agreement as appropriate. 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.

Those admitted to the framework will be entitled to due consideration for all contracts awarded under the framework. However, no guarantee can be given that any contract will be awarded to any given company within the framework. The contracting authority at its sole discretion reserves the right to engage in a separate procurement procedure outside of the framework for any contract arising within the lifetime of any of the framework.

The rates quoted in this proposal are the maximum rates to be charged for the duration of the framework agreement. A mini competition will be held with all parties as projects arise. Mini-competitions between suppliers will be evaluated on the basis of price quoted for the project, availability/turnaround time and if applicable, the specific competency and expertise of the supplier for the particular projector any other criterion where necessary.

Awarding of the framework will be conditional upon the designated company agreeing to the terms and conditions contained in Section A5 of this Invitation to Tender document.

## 2.2 Duration of the Framework

The duration of the framework agreement will be for 4 years. For the avoidance of doubt, it should be stated that the period for delivery of any subsequent contracts entered into under the framework may extend beyond the date of expiry of the framework

## 2.3 Timetable

The anticipated timetable for this tender process is set out below:

|  |  |
| --- | --- |
| **Stage** | **Indicative Timetable\*** |
| **Publication of Notice via Government Procurement Website** [**www.etenders.gov.ie**](http://www.etenders.gov.ie) | **7th February 2023** |
| **Closing date for clarification questions to be received** | **23rd February 2023 at 12 noon (local time)** |
| **All answered clarification questions to be issued to all interested parties via www.etenders.gov.ie** | **24th February 2023** |
| **Closing date for responses** | **13th March 2023 at 12 noon (local time)** |
| **End of Standstill Period** | **14 days following notification of tender outcome** |

\* It is Fáilte Ireland’s intention to abide by the dates above; however, Fáilte Ireland reserves the right to change these dates if necessary.

# Scope Of Requirements

**Environmental Assessment**

The successful tenderer will be required to undertake appropriately scaled screening for and where required full Strategic Environmental Assessment (SEA)(under the EU SEA Directive) and Appropriate Assessment (AA) (under the EU Habitats Directive) of various tourism plans over the lifetime of this contract as and when required by Fáilte Ireland. The successful tenderer will be responsible for the implementation and management of all stages of the SEA and AA processes in compliance with the requirements of relevant legislation at European and national level as well as relevant best practice guidance in relation to such assessments.

Fáilte Ireland may require environmental services for work that may be linked to or is outside the remit of services above. Typical type services are listed below however it should be noted that the scope for such work may go beyond what is set out here.

1. Development of Best Practice Guidelines in environmental protection and the Tourism Industry e.g. Guidelines for sustainable Tourism on specific protected Habitats, Guidelines on Sustainable Trail Development & Monitoring.
2. Development of workshop and training material for use by Fáilte Ireland in their role of promoting Environmentally Sustainable Tourism to Local Authorities, Community Groups, Business Sector etc.

1. Instructions To Tenderers
2. **Queries**

All queries in relation to this request for tender must be sent by via the messaging option on [www.etenders.gov.ie](http://www.etenders.gov.ie). Responses will be circulated to all tenderers. The identity of the person making a query will not be disclosed when circulating the response.

All queries should be submitted on the date and time as indicated in the tender notice,to enable responses to be issued to all interested tenderers prior to the deadline date for the receipt of applications.

If tenderers consider their query is of a confidential or commercially sensitive nature, the tenderers must mark the query as confidential. If Fáilte Ireland considers, at their sole discretion, that a query is not confidential, Fáilte Ireland will notify the tenderer of its decision and the tenderer will have the opportunity to withdraw the query or re-submit it on a non-confidential basis.

**2. Amendments to Tender Documentation**

**Tender Documentation including the attached Services Contract cannot be amended or deleted.** Tenderers are reminded that under no circumstances should they amend, add or delete sections from the tender document or Services Contract which could interfere with or/change the interpretation of the requirement. If tenderers are found to have amended the documents in any way as part of their submission, Fáilte Ireland reserves the right to disqualify such tenders.

**3.Tender Response**

Fáilte Ireland reserves the right, at its sole discretion, to extend the closing date for receipt of responses to this Invitation to Tender (ITT) by giving notice in writing to tenderers before the original Closing Date expires.

**The deadline date for receipt of completed responses** **via the postbox on** [www.etenders.gov.ie](http://www.etenders.gov.ie)as indicated in the tender notice.

Tenders must be submitted via the electronic postbox available on [www.etenders.gov.ie](http://www.etenders.gov.ie). 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 (as defined in the tender notice). Tenderers should take into account the fact that upload speeds vary.  There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox.

In order to submit a document to the electronic postbox, please note that you must click “Submit Response”.  After submitting you can still modify and re-send your response up until response deadline.  Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

**4. Tender Documents - Ambiguity, Discrepancy, Error, Omission**

If you consider that you are missing any documents, the absence of which would prevent you from submitting a comprehensive tender, please email the Procurement Unit at [procurement@failteireland.ie](mailto:procurement@failteireland.ie) as soon as possible.

Tenderers shall immediately notify Fáilte Ireland should they become aware of any ambiguity, discrepancy, error or omission in the tender documents. Fáilte Ireland shall, upon receipt of such notification, notify all tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the tender document.

**5. Qualification of Tenders**

Please note that qualifications to a tender may be considered a counteroffer and may render the tender invalid.

**6. Extension of Tender Period**

Fáilte Ireland reserves the right, at its sole discretion, to extend the closing date for receipt of Tenders by giving notice in writing to tenderers before the original closing date.

**7. Modifications prior to the Closing Date for Receipt of Tenders**

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted in a sealed envelope before the closing date for receipt of Tenders.

**8. Cost of Preparation of Tender**

Fáilte Ireland will not be liable for any costs incurred by Tenderers in the preparation of Tenders or any associated work effort or attendance at meetings with Fáilte Ireland relating to the procedure. It is the responsibility of the Tenderer to ensure that they are fully aware and understand the requirements as laid down in the tender document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings.

**9. 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.

**10. Currency**

Tender prices must be submitted in Euro only. All invoices and payments will be in Euro only.

**11. Confidentiality**

The distribution of the tender document is for the sole purpose of obtaining Tenders. The distribution does not grant permission or licence to use the document 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. Similarly, Fáilte Ireland undertakes to use its reasonable endeavours not to disclose to third parties any confidential information received from Tenderers, subject to its legal obligations.   
  
Personal data is collected and further processed under this ITT for the purpose only of the management and administration of Fáilte Ireland’s procurement procedures and in compliance with Failte Ireland’s statutory functions under the Tourist Traffic Acts 1939 to 2016 and Data Protection law. Tender responses and supporting documentation (e.g., contact email addresses) will be held for two years following completion of the tender process and in the case of a successful tenderer for seven years and six months from the termination of the contract.

Supplier and Contractor Privacy Statement available on www.failteireland.ie.

**12. Conflict of Interest**

Any conflict of interest involving a Tenderer must be fully disclosed to Fáilte Ireland. Any registerable interest involving the Tenderer and Fáilte Ireland or employees of Fáilte Ireland or their relatives must be fully disclosed in the tender or should be communicated to Fáilte Ireland 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 registerable 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.

**13. Freedom of Information Act**

Each of the parties will undertake to use their reasonable endeavours to hold confidential any information received from the other party, subject to the Contracting Authority obligations under law, including (if applicable), the provisions of the Freedom of Information Act 2014. The Tenderer will agree that, should it wish any confidential information supplied by it to Fáilte Ireland not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. Fáilte Ireland will consult with the Tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, Fáilte Ireland will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with Fáilte Ireland or as set out in the Freedom of Information Act 2014.

**14. Tax Clearance Certificate**

It will be a condition for the establishment of this contract that the Tenderer can promptly produce and maintain a current Irish Tax Clearance Certificate. See Irish Revenue web site: [www.revenue.ie](http://www.revenue.ie)

**15. Irish Legislation**

Tenderers should be aware that national legislation applies in matters such as Employment, Working Hours, Official Secrets, Data Protection, Child Protection, Equality, Diversity and inclusion and Health and Safety. All relevant aspects of such legislation must be observed at all times by the successful Service Provider.

Tenderers must also have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing Tenders and apply these provisions if awarded the contract.

**16. Confidentiality of Evaluation**

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning this contract will not be disclosed to Tenderers or any other persons save as required by law.

**17. Determination of Responsiveness**

After the official opening of Tenders, Fáilte Ireland or its staff or agents will determine whether each tender is substantially responsive to the requirements of the tender documents. If a material deviation exists that limits in any substantial way Fáilte Ireland rights or the Tenderer’s obligations, the tender shall be rejected.

**18. Clarification of Tenders**

Without prejudice to the conduct of the procedure, to assist in the examination and comparison of Tenders, Fáilte Ireland may ask Tenderers for clarification of aspects of their Tenders, including a breakdown of the financial proposal or other information.

**19. Correction of Errors**

Detailed pricing of all Tenders will be examined for arithmetical errors and the following approach to the correction of such errors will apply:

a) Where there is a discrepancy between amounts in figures and words the amount in words shall apply.

b) 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 govern unless, in the opinion of Fáilte Ireland, there is a gross error in the unit price, in which event the total amount as quoted will govern.

The amount stated in the Form of Tender will be adjusted by Fáilte Ireland in accordance with the above procedure and, with the agreement of the Tenderer, shall be considered as binding upon the Tenderer. A Tenderer not accepting the correction of their tender as outlined above may have their tender rejected.

**20. Interference**

Any effort by the Tenderer to unduly influence Fáilte Ireland, 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 this contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995, any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

**21. Inducements to Purchase**

Fáilte Ireland shall be entitled to disqualify a Tenderer in the following circumstances:

* + 1. if the Tenderer has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with Fáilte Ireland, or
    2. if like acts have been done by any other person employed by the Tenderer or acting on its behalf (whether with or without the knowledge of the Tenderer).

The Competition Act 2002 makes it a criminal offence for Tenderers to collude on prices or terms in a public Tendering procedure. Where Fáilte Ireland has reasonable grounds to believe that a Tenderer may have been involved in collusion, it shall be entitled to exclude such Tenderers from the competition at its sole discretion.

**22. Payment**

Fáilte Ireland operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2002.

Professional Services withholding Tax (if applicable), shall be deducted at the standard rate from any payment made by the Client for Services pursuant to any Purchase Order.

**23. Law**

Both the contracting Authority and the successful Tenderer shall comply with Irish law and the jurisdiction of the Irish courts, which will govern the contract.

**24. Copyright**

Any programmes developed or used in the implementation of this Contract, and all material associated with this contract, will be owned by Fáilte Ireland and it is the responsibility of the Service provider to provide this to Fáilte Ireland on termination of the contract.

**25. Terms of Payment & VAT**

Payment will be made on receipt of invoices related to Purchase Orders issued by Fáilte Ireland. Following receipt of a Fáilte Ireland purchase order, the Service Provider shall send an invoice to Fáilte Ireland (indicating the relevant Purchase Order number) together with all other relevant supporting documentation as may be required. Payment shall be made within 15 days of receipt of a correct and appropriately vouched invoice at the Finance Division, Fáilte Ireland, provided there is no dispute in relation to the provision of the relevant Services. In the event of any such dispute, payment may be withheld in respect of any disputed amount until the dispute is resolved. All prices quoted must be exclusive of VAT.

**26. Terms and Conditions of Contract**

The form of agreement setting out the standard terms and conditions on which the services shall be provided by the successful Tenderer(s) to Fáilte Ireland shall be in the form attached at Section A10 hereto (**Supply of Services Contract**). Tenderers should take account of the provision of the Terms and Conditions in the preparation of their Tenders.

**27. Proposal**

Responses to this Invitation to Tender Document will be evaluated solely on the quality of the content of the proposal.  In the event that the Tenderer has previously provided services to Fáilte Ireland, they should not assume that Fáilte Ireland is aware of their ability to carry out the services required hereunder.  No recognition will be given for information previously submitted to Fáilte Ireland.  The onus is on Tenderers to ensure that their proposals are complete in every respect.

**28. References**

Fáilte Ireland, at its sole discretion, may contact a tenderer in respect of any matter related to its tender and any of its contractors or suppliers, including visiting any reference sites that might be provided in the tender and may conduct any investigations necessary in connection with tenders submitted.

Fáilte Ireland reserves the right to seek references from any of the Tenderer's customers, including Fáilte Ireland, whether or not the Tenderer has listed such customers as referees.

**29. Clarification Meetings**

Tenderers may be required to attend a clarification meeting at which they will present their tender for the purpose of elaboration, clarification and/or aiding understanding. Tenderers will be required to bear their own costs in respect of any such meeting. The date, location and commencement time for Tenderers’ meetings, if required, will be communicated to each Tenderer separately.

**30. Canvassing/Communications**

No publicity regarding the services or the award of any contract will be permitted unless and until Fáilte Ireland has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of Fáilte Ireland. No unsolicited communications from Tenderers will be entertained during the evaluation period. Tenderers shall not directly or indirectly at any time canvass Fáilte Ireland or any employees or agents of Fáilte Ireland in relation to this procurement or attempt to obtain information from any of the employees or agents of Fáilte Ireland or their advisors concerning another Tenderer or tender.

Where a Tenderer has an existing relationship with Fáilte Ireland or its employees, the Tenderer is advised that any discussions, correspondence, or other influences on the tender process may be treated as canvassing.

**31. Sufficiency & Accuracy of Tender**

Tenderers will be deemed to have examined all the documents enclosed by their own independent observations and enquiries and will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any obvious clerical errors or omissions may, at the sole discretion of Fáilte Ireland, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing. Fáilte Ireland reserves the right to disqualify incomplete tenders.

**32. Appendices**

Tenderers are reminded that only appendices referenced in the main document will be included in the evaluation.

**33. Notification of Tender Evaluations**

All tenderers will be informed electronically of the outcome of their tender following tender evaluation and subsequent clarifications (if any), as well as of any decisions reached regarding the award of contract.

**34. Period for lodging objections to the outcome of the tender evaluation**

Fáilte Ireland will undertake not to conclude the contract for a period of at least 14 days after the notification referred to in clause 31 above. **This is called the ‘Standstill Period’**.

**35. Award of Contract**

Following the ‘Standstill Period’ Fáilte Ireland will conclude the contract with the top scoring tenderer emerging from this competitive process, subject to agreement between the parties.

# Section A – Pass/Fail Criteria

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| --- |
| * *Tenders will either Pass or Fail the Pass/Fail Criteria below. A Tenderer who fails a criterion will be excluded from participating in this tender. The purpose of these criteria is to assess the capability of each tendering company to carry out the required services. The pass/fail criteria concern the capabilities of the contractor, rather than the work to be carried out.* * *Those who do not meet the requirements below will not be considered for inclusion in the award process under Section B.* * *Without prejudice to the principle of equal treatment, the contracting authority is not obliged to engage in a clarification process in respect of proposals with missing or incomplete information. Therefore, Tenderers are advised to ensure that they return FULLY COMPLETED proposals in order to avoid the risk of elimination from the competition.* |

|  |  |  |
| --- | --- | --- |
| **Pass/Fail criteria and requirements** | | |
| **FOR INFORMATION PURPOSES** | | |
|  | **Tenderer’s Details** | Tenderers must answer this section. If the Tenderer is a grouping, then separate information must be completed for each group member. |
| **REF** | **PASS/FAIL CRITERIA** | **PASS REQUIREMENT** |
| **A** | **Electronic European Single Procurement Document** | Tenderers must complete the **Electronic European Single Procurement Document** (eESPD) which is accessible via the Response Page on www.eTenders.gov.ie |
| **A1** | **Financial Capacity** | Tenderers must declare below that they satisfy the financial and economic standing requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to Fáilte Ireland in each case.  (i) Turnover during any of the previous 3 financial years was at least €250,000  (ii) Hold an up-to-date Tax Clearance Certificate.  NOTE #1: in the case of the Tenderer being a grouping, the condition at (i) above may be satisfied by the group members as a whole. |
| **A2** | **Insurance** | Tenderers must declare below that they satisfy the minimum insurance requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to Failte Ireland in each case:  *(i)Employer’s Liability Insurance with indemnity limit of €13,000,000*  *(ii)Public Liability Insurance with an indemnity limit of €6,500,000*  *(iii)Professional Indemnity Insurance with an indemnity limit of €1,300,000* |
| **A3** | **Tender Validity Period** | Tenderers must confirm their agreement to a 12-month Tender Validity Period |
| **A4** | **Data Protection** | Tenderers must ensure that all processes, systems, procedures and security controls relating to processing Personal Data is at all times in line with relevant legislation. |
| **A5** | **Tenderers’ Statement** | Tenderers must complete and sign the form of Tenderers’ Statement |
| **A6** | **Human Resources** | Tenderers must demonstrate that they have at their disposal an appropriate number of suitably qualified resources with the relevant experience to deliver the services required. |
| **A7** | **Technical Systems** | Tenderers must demonstrate that they have at their disposal effective and efficient technical systems to deliver the service. |
| **A8** | **Previous Experience** | Please provide details of 3 contracts undertaken within the last 3 years that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract. Be very clear what **your** organisation delivered under this contract. |
| **A9** | **Quality Assurance Measures** | Tenderers must demonstrate that they have adequate measures in place to ensure the delivery of a quality service. |
| **A10** | **Training and Professional Development** | Tenderers must demonstrate that they have adequate training and professional development procedures in place. |

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| **Tenderer’s Details** | | |
| **Name of Company:** |  | |
| **Company Registration Number:** |  | |
| **Legal Status:**  *(If any e.g., Company (Ltd.), Partnership, Sole Trader, etc.)* |  | |
| **Address:** |  | |
| **Contact Person**  (For this project whom all correspondence regarding this application will be addressed via eTenders portal) |  | |
| **Contact email** |  | |
| **Please provide a brief company profile:** | | |
| **Consortia and Prime/Subcontractors** | | |
| *Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this ITT, Fáilte Ireland will deal with all matters relating to this tender through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contract details including name, title, telephone number, postal address and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this tender has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.*  *Prior to and as a condition of award of any contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the contract (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).* | | |
| **Subcontracting:**  Please indicate the proportion of the contract which the services provider intends possibly to subcontract, identifying the main aspects of the contract being subcontracted  Function % | | |
| Sub Vendor Name | | Description (details of services provided) |
|  | |  |
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**A: Electronic European Single Procurement Document**

Tenderers must complete the **Electronic European Single Procurement Document** (eESPD) in full, which is accessible via the Response Page on [www.eTenders.gov.ie](http://www.eTenders.gov.ie):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Answer** | | | |
| The economic operator declares that it satisfies the required pass/fail criteria in A for this Competition as set out in the Electronic European Procurement Single Document (eESPD) and submitted same: | Yes | ☐ | No | ☐ |

**A1: FINANCIAL CAPACITY**

Tenderers must declare that they satisfy the minimum financial and economic standing requirements  
set out above and they are able, upon request and without delay, to provide the supporting documentation  
to Fáilte Ireland in each case.

Financial and economic standing requirements:

(i) Turnover during any of the previous 3 financial years as specified above.

(ii) The tender holds an up-to-date Tax Clearance Certificate.

NOTE: in the case of the Tenderer being a grouping, the condition at (i) above may be satisfied by the group members as a whole.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Answer** | | | |
| The economic operator declares that it satisfies the required pass/fail criteria A1 for this Competition as set out: | Yes | ☐ | No | ☐ |

**A2: INSURANCE REQUIREMENTS**

Tenderers must declare that they satisfy the minimum insurance requirements set out below and they are able, upon request and without delay, to provide the supporting documentation to Failte Ireland in each case:

Minimum insurance requirements:

*(i)Employer’s Liability Insurance with indemnity limit of €13,000,000*

*(ii)Public Liability Insurance with an indemnity limit of €6,500,000*

*(iii)Professional Indemnity Insurance with an indemnity limit of €1,300,000*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Meeting all required Pass/Fail criteria** | **Answer** | | | |
| The economic operator declares that it satisfies the required pass/fail criteria A2 for this Competition as set out: | Yes | ☐ | No | ☐ |

**NOTE: If you feel any of these are not applicable please provide an explanation.**

**If you do not have the required levels in place currently, please confirm here that you can obtain this level of cover and put it in place should you be successfully appointed to the framework**

**Signature:**

**A3: 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. Agreement to the Tender Validity Period should be confirmed by the Tenderer.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Answer** | | | |
| The economic operator confirms its agreement to the Tender Validity Period of 12 months | Yes | ☐ | No | ☐ |

**A4: DATA PROTECTION**

Tenderer’s systems, processes, procedures and security controls must ensure the appropriate processing  
and security of Personal Data at all times in line with relevant legislation (e.g., Data Protection Acts 1988 – 2018 and the General Data Protection Regulation (GDPR) 2016/679) and the guidance from time to time as issued by the Data Protection Commissioner of Ireland). Tenderers must not process sensitive or special category data on behalf of Fáilte Ireland unless under specific written instruction.

<https://www.dataprotection.ie/docs/Guidance-Material-Menu-Page/m/219.htm>

The EU General Data Protection Regulation (GDPR) replaces the Data Protection Directive 95/46/EC and was designed to harmonize data privacy laws across Europe to protect and empower all EU citizens’ data privacy and to reshape the way organizations across the region approach data privacy.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Answer** | | | |
| The economic operator declares that it satisfies the required pass/fail criteria for Data Protection for this Competition as set out below: | Yes | ☐ | No | ☐ |

Tenderers must confirm their compliance with the above and clearly and comprehensively demonstrate how they meet these requirements.

*(Please expand this box as necessary)*

**A5: TENDERERS’ STATEMENT**

TO: Fáilte Ireland – The National Tourism Development Authority (the “Contracting Authority”)

RE: Request for Tenders for Strategic Environmental Assessment (SEA) and Appropriate Assessments (AA)

Having examined your Invitation to Tender (the “ITT”) including the Instructions to Tenderers, the Pass/Fail and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the services required to be delivered as described in Requirements and Specifications within this document and any relevant attachments.
2. **We accept all of the Terms and Conditions of the ITT, the Contract and if applicable, the Confidentiality Agreement and agree if awarded a Contract to execute the Contract at Appendix 1 to the ITT.**
3. **We acknowledge and agree that Fáilte Ireland will not enter into negotiations in respect of these Standard Terms and Conditions and confirm that we will not seek to amend the Terms and Conditions.**
4. We accept all Pass/Fail and Award Criteria as set out in the ITT.
5. We agree to provide the Contracting Authority with the services in accordance with the ITT and our Tender.
6. We agree that, if awarded any Contract, we shall, in the performance of such contract, comply with all applicable obligations in the fields of equality, diversity and inclusion and environmental, social and labour law.
7. We confirm that we have complied with all requirements as set out in this ITT.
8. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified in A3 of the Pass/Fail Criteria within this ITT.
9. We shall, if awarded any Contract under this ITT, have in place on the Effective Date of the Contract, all insurances (if any) as required by the ITT.
10. We confirm that all Data Subjects whose Personal Data is provided in our Tender, have consented to the processing of such personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and/or legal basis to the Contracting Authority upon request.

If I am signing this document on behalf of a company or other form of organisation I hereby confirm that I am authorised to sign this document on behalf of such company / organisation and I have full power and authority to bind the company / organisation to the terms of this document and in particular this Section A5.

|  |  |
| --- | --- |
| Signed by the Tenderer |  |
| For and on Behalf of |  |
| Date |  |

**A6: HUMAN RESOURCES**

Tenderers must provide the information regarding Human Resource levels on the table below.

**Note 1:** the purpose of this section is to identify whether the Tenderer has at its disposal the appropriate number of suitably qualified and experienced human resources to fulfil this contract. Tenderers are reminded that they may rely on the resources of other entities on condition that they are fully described and can prove that they will have these resources at their disposal when required. Please expand the relevant boxes below to include the full skillset for your company.

|  | **Current Year** | **Previous Year** |
| --- | --- | --- |
| **Enter title of resource level** |  |  |
| **Enter title of resource level** |  |  |
| **Enter title of resource level** |  |  |
| Total number of suitably qualified and experienced resources |  |  |

**A7: TECHNICAL SYSTEMS**

Please provide information on the technical equipment at your disposal in the delivery of these services (e.g., management systems, client intranet, secure e-mail correspondence, in house IT security expertise, etc.).

*(Please expand this box as necessary)*

**A8: PREVIOUS EXPERIENCE**

Please provide details of 3 contracts undertaken within the last 3 years that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract. Be very clear what **your** organisation delivered under this contract. A contract means an appointment in writing between the Tenderer and the Client in respect of a specific project.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Tenderers must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

If Fáilte Ireland is being used as a contract, the other contract(s) must be external to Fáilte Ireland. Any of these may be checked for references.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract 1:** | **Contract Title** | | |
| Start Date - End Date |  | | |
| Client Name & address  *(Note: where name is confidential, please indicate nature / type of client and location)* |  | | |
| Client contact person: |  | Phone no: |  |
| Nature and scope of the Contract  Note: If the Contract formed part of a wider project where others were involved please state your role within the overall project and how you interacted with the others involved. |  | | |
| Details of Services provided to the Client |  | | |
| Approx. Value € of the Services provided under the Contract |  | | |
| Please indicate **in detail** the extent to which this Contract is comparable with the Services required by Fáilte Ireland. |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract 2:** | **Contract Title** | | |
| Start Date - End Date |  | | |
| Client Name & address  *(Note: where name is confidential, please indicate nature / type of client and location)* |  | | |
| Client contact person: |  | Phone no: |  |
| Nature and scope of the Contract  Note: If the Contract formed part of a wider project where others were involved please state your role within the overall project and how you interacted with the others involved. |  | | |
| Details of Services provided to the Client |  | | |
| Approx. Value € of the Services provided under the Contract |  | | |
| Please indicate **in detail** the extent to which this Contract is comparable with the Services required by Fáilte Ireland. |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract 3:** | **Contract Title** | | |
| Start Date - End Date |  | | |
| Client Name & address  *(Note: where name is confidential, please indicate nature / type of client and location)* |  | | |
| Client contact person: |  | Phone no: |  |
| Nature and scope of the Contract  Note: If the Contract formed part of a wider project where others were involved please state your role within the overall project and how you interacted with the others involved. |  | | |
| Details of Services provided to the Client |  | | |
| Approx. Value € of the Services provided under the Contract |  | | |
| Please indicate **in detail** the extent to which this Contract is comparable with the Services required by Fáilte Ireland. |  | | |

**A9: QUALITY ASSURANCE MEASURES**

**(a) Internal Policy**

Please describe your internal policy or processes on quality assurance:

*(Please expand this box as necessary)*

**(b) Third-Party Certification**

Please provide details and copies of relevant certifications:

*(Please expand this box as necessary)*

|  |  |
| --- | --- |
| Date of certification |  |
| Name of certification body |  |
| Scope of certification |  |
| Name of person responsible for quality management |  |

|  |  |
| --- | --- |
| **Certificate** | |
| Tick if attached |  |
| Appendix Number |  |

**A10: TRAINING AND PROFESSIONAL DEVELOPMENT**

Please provide information regarding the frequency and procedures in place for the training, continued professional education and development of your staff.

*(Please expand this box as necessary)*

# Section B – Specification and Award Criteria

* *All tenderers who pass the pass/fail criteria in Section A are evaluated on Award Criteria. The Award Criteria concern the nature of the work to be carried out or the manner in which it is to be done. Tenders will be reviewed against the minimum requirements set out below. The under mentioned award criteria will then be applied to each tender found to be valid and responsive. Award of the contract will be on the basis of the most economically advantageous tender offer received in accordance with the award criteria, associated rules and weightings.*
* *Please ensure that each award criteria are addressed in your tender response – for the purposes of clarity please use the same sequence. Where appropriate, please outline how you would propose to exceed Fáilte Ireland’s stated requirements in respect of this tender ensuring that all required information is included in your tender. Neutral comments such as “noted” will not be accepted as a compliant statement A mere affirmative statement by the tenderer that it can/will do so, or a reiteration of the tender requirements is not sufficient in this regard.*
* *Any failure and/or incompleteness in this respect may result in rejection of the tender.*

**Project Overview:**

Required Services will include but are not limited to the following:

**Environmental Assessment**

The successful tenderer will be required to undertake appropriately scaled screening for and where required full Strategic Environmental Assessment (SEA) (under the EU SEA Directive) and Appropriate Assessment (AA) (under the EU Habitats Directive) of various tourism plans over the lifetime of this contract as and when required by Fáilte Ireland. The successful tenderer will be responsible for the implementation and management of all stages of the SEA and AA processes in compliance with the requirements of relevant legislation at European and national level as well as relevant best practice guidance in relation to such assessments.

The successful tenderer will be required to:

1. ensure that Fáilte Ireland meets all requirements as set out in the SEA Directive, the Habitats Directive and associated national and EU legislation and is legally compliant with the relevant legislation in all cases; We expect the successful tenderer to provide/ source all relevant environmental information to enable the completion of an SEA or AA in accordance with all relevant legislation.
2. screen for and where relevant develop SEA(s) and AA(s), that address legal requirements and takes account of relevant guidelines and government publications. The SEA and AA processes should produce clearly focused and well- structured reports, reflecting the geographic and strategic nature of the various tourism plans.
3. in co-operation with Fáilte Ireland, promote sustainable tourism development by facilitating the integration of the environmental considerations of the SEA and AA processes into the new tourism plans and the associated consultation and decision-making processes of Fáilte Ireland.
4. take due account of any directions issued by relevant government departments e.g., Department of Housing Local Government & Heritage, EPA etc. or any other relevant national agency or government department regarding the form and direction of the SEA and AA prior to and during the process.
5. consult and liaise with designated environmental authorities, other authorities (including Local Authorities and including where relevant transboundary) and environmental experts throughout the process. It is expected that the successful tenderer in conjunction with Fáilte Ireland will identify the relevant organisations/sources/people required and initiate and facilitate liaison and consultation with these as and when required.
6. produce all chapters, reports and documentation in a concise manner and as required under the relevant legislation and regulations in relation to the SEA and AA., including regular updates on methodologies, assessments, and analysis.
7. set out and agree with Fáilte Ireland all required outputs, milestones and timescales when completing such assessments.

**Other**

Fáilte Ireland may require environmental services for work that may be linked to or is outside the remit of services above.Typical type services are listed below however it should be noted that the scope for such work may go beyond what is set out here.

1. Development of Best Practice Guidelines in environmental protection and the Tourism Industry e.g. Guidelines for sustainable Tourism on specific protected Habitats, Guidelines on Sustainable Trail Development & Monitoring.
2. Development of workshop and training material for use by Fáilte Ireland in their role of promoting Environmentally Sustainable Tourism to Local Authorities, Community Groups, Business Sector etc.

**Operation of the Framework - Sample Award Criteria**

Each Framework Mini-Tender will be awarded based on the most economically advantageous tenderer, in accordance with the award criteria set out below:

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting Range** |
| Quality, technical merit and feasibility of the methodological approach proposed and its suitability to the scope required | 0% - 35% |
| Creative Process/Innovation | 0% - 35% |
| Reporting | 0% - 35% |
| Ultimate Cost | Up to 50% |

**Award Criteria  
  
Qualitative Award Criteria will be assessed first:**

* Tenderers must achieve the minimum scores allocated to each of the qualitative criteria. Failure to achieve the minimum score in any one of the qualitative criteria will result in the elimination of the Tender Response from the competition.
* Tenderers that have not achieved the required Minimum Score Required for each of the qualitative award criteria will be eliminated from the competition without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the cost score.
* Tenderers that achieve a score equal to or in excess of the Minimum Score Required for each of the criteria, will proceed to be evaluated under the Quantitative Criteria for the Ultimate Cost Award Criteria.
* Scoring of the Qualitative Award Criteria will be based on an assessment of the information provided by the Tenderer in their completed Tender Document. The Evaluation Team will assess the information provided for each criteria and scores will be awarded using the following scoring methodology:

|  |  |
| --- | --- |
| **Weighting:** | **Meaning:** |
| **100%** | An outstanding response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tender will deliver and exceed requirements. |
| **90%** | An excellent response that demonstrates a real understanding and fully meets the requirements and assurance that the Tenderer will deliver to a very high standard. |
| **80%** | A very good response that demonstrates a real understanding and meets the requirements and assurance that the Tenderer will deliver to a very good standard. |
| **70%** | A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurances of delivery to a good standard. |
| **60%** | An adequate response which demonstrates an acceptable level of understanding of requirements and give sufficient assurance of delivery to an adequate standard but does not provide sufficiently convincing assurances to award a higher mark. |
| **40%** | A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful. |
| **20%** | A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lack credibility with a high risk of non-delivery. |
| **0%** | Response completely fails to address the criterion under consideration. |

The tender for the requested services will be awarded on the basis of Most Economically Advantageous Tender. Scores will be awarded according to the award criteria outlined in the table below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Award Criteria** | | **Weightings** | **Maximum Score Available** | **Minimum Score Required (60%)** |
| **Qualitative Criteria** | | | | |
| **A** | Methodology | 20% | 2,000 | 1,200 |
| **B** | Competency and Expertise | 30% | 3,000 | 1,800 |
| **C** | Contract Management | 10% | 1,000 | 600 |
| **Quantitative Criteria** | | | | |
| **D** | Ultimate Cost | 40% | 4,000 | *n/a* |
|  | **TOTAL** | **100%** | **10,000** | ***n/a*** |

**Tenderers are required in their response to address  
each of the Award Criteria requirements below.**

|  |
| --- |
| **Award Criterion A: Methodology (20%)** |
| Tenderers must submit details of their proposed methodology for managing their overall approach to the scope of works under the framework (SEA & AA). Please provide the following   * A brief outline of the techniques / methodology proposed to facilitate the assessments required for   SEA and AA   * Detail of the envisaged iterative processes between the SEA and AA, and an evolving tourism plan including proposed communication arrangements between the Fáilte Ireland Environment & Planning Team and the consultants * An outline work programme for a sample SEA and AA project including the comprehensiveness, quality, technical merit and feasibility of the project work plan, a breakdown of the project into each of the required project stages with projected indicative timeframes and a delivery schedule for the tasks required, including managing consultation with statutory agencies * Demonstrate a clear and effective approach to the development of alternatives and objectives, targets   and indicators |
|  |

|  |
| --- |
| **Award Criterion B – Competency and Expertise (30%)** |
| Tenderers must provide details on the resources proposed to fulfil all aspects of this contract. The response must include details of the relevant qualifications and experience of the individual(s) undertaking the project tasks to include the following:   * Comprehensive understanding of the EU Habitats and Birds Directives and SEA Directive * Evidence that the proposed team has significant experience individually or as part of the team in the field of environmental science ecology, Ecology, Zoology or related discipline * Project management skills – a proven ability to plan, execute and deliver on projects, concerning a specialised topic. * Excellent and proven report writing skills. * Examples of similar scale projects delivered successfully. * Skills in communication, including presenting detailed information in accessible format. * High quality and proven skills in data management in projects, as well as analyses, interpretation and presentation of data. * Provide the structure of the team proposed to deliver the service, including project lead member(s);   - The time allocation and balance of resources committed; and  - The arrangements for managing on-going communication and relations between the tenderer  and the contracting authority.  *NOTE: Fáilte Ireland does not require headshot photos of your staff members/team. If you decide to submit them, you must ensure you have their permission to do so.* |
|  |

|  |
| --- |
| **Award Criterion C – Contract Management (10%)** |
| **Contract Manager:** It is Fáilte Ireland’s requirement that Tenderers identify a main contact person with overall responsibility for the contract and directly accountable to Fáilte Ireland. The Contract Manager will act as the primary point of contact in respect of all services required and will have a close ongoing working relationship with Fáilte Ireland for the duration of the contract.  Please provide details of the named resource proposed for this role and provide their relevant expertise. The duties of the Contract Manager will include the following, please outline how the Contract Manager would deliver on these tasks:   * Details of quality assurance procedures to be applied to this contract * Day to day responsibility for all services delivered under the contract. * Be a point of escalation for service-related issues, disputes, concerns or complaints. * Respond promptly to queries. * Be familiar, in detail, with Fáilte Ireland’s service requirements. * Be responsible for all resources assigned to Fáilte Ireland under the contract * Monitor and manage the Service Level Agreement. * Participate in monthly/ service meetings addressing any contract issues raised/ resolutions and any decisions and actions that arise. * Any other duties, as they arise.   **Draft SLA:** Tenderers are required to provide a proposed Draft Service Level Agreement (SLA) for Fáilte Ireland which will describe in detail how they propose to address execution and performance monitoring of the service provision. At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:   (i) Project Management (Mobilisation/Transition and on-going operations)  (ii) Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting, and proposed compensation mechanisms for non-performance of agreed service levels  (iii) Service Credits for non-performance  (iv) Communication Plan and Escalation Procedure  (v) Business Continuity Plan – outlining how the tenderer will ensure delivery of services to Fáilte Ireland in the event of a disruption to their business  (vi) Exit Management Plan  *Please note that Fáilte Ireland will agree the content of the SLA with the successful tenderer.* |
| Please expand this box as necessary. |

|  |
| --- |
| **Award Criterion D – Ultimate Cost (40%)** |
| Tenderers must provide a detailed statement of costs and fees.  Fees quoted should exclude VAT and must also include all costs related to preparation time, materials and must incorporate travel and subsistence as part of the overall total fee.  **NOTE:** *The rates quoted in this tender response are the maximum rates to be charged for the duration of the Framework.*  Please complete the tables of costs below: |
| |  |  |  | | --- | --- | --- | | **RATE CARD** | | | | **Proposed Resource / Level** | **Daily Cost ex VAT** | **½ Day Cost ex VAT** | | Project Director | **€Insert here** | **€Insert here** | | | Project Manager/ Senior Consultant | **€Insert here** | **€Insert here** | | | Consultant | **€Insert here** | **€Insert here** | | | Ecologist | **€Insert here** | **€Insert here** | | | Scientist | **€Insert here** | **€Insert here** | | | GIS/Data Technical Assistant | **€Insert here** | **€Insert here** | | | Please expand as necessary | **€Insert here** | **€Insert here** | | |  | **€Insert here** | **€Insert here** | | |  | **€Insert here** | **€Insert here** | | |  | **€Insert here** | **€Insert here** | | |  |  |  | | |
| **Evaluating Costs:**  For the purposes of evaluating cost in this tender, the table below will be used to arrive at a single cost figure for evaluation purposes. Please complete the table below and ensure that all areas are completed in full and that the rates in the table refer back to your costs provide in the Rate Card above. |
| |  |  | | --- | --- | | **Services/Supplies** | **Daily Rate Ex VAT** | | Project Director |  | | Project Manager/ Senior Consultant |  | | Consultant |  | | Ecologist |  | | Scientist |  | | GIS/Data Technical Assistant |  | | **TOTAL COST:** |  |   ***Please note:*** *This information is provided only for the purposes of arriving at the Ultimate Cost and is not a guarantee or indication of the requirements of work available under this framework. The rates quoted in this tender response are the maximum rates to be charged for the duration of the Framework.*  **Methodology for Calculating Marks when evaluating Price Award Criterion**  The lowest total cost tender that also meets all of 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 by using the following formula:  The lowest Tenderer's Total **€** Cost (Ex VAT) for Scoring divided by the Total € Cost of the tender being evaluated (Ex VAT) for Scoring, all multiplied by the available marks.    or expressed as a formula:  (Lowest Tenderer's Total Cost for scoring) / (Tenderer being Evaluated Total Cost for scoring)  X (Available Marks) = Tenderer's Cost Marks |

# Section C – Data Protection

**Please answer all the questions, if the answer is ‘not applicable’ please indicate this by stating N/A**.

|  |  |
| --- | --- |
| a) What geographical location will the personal data be processed, including storage and back-up? | |
|  | |
| b) Will any personal data (hard copy or software) be held outside of the European Economic Area (EEA)? If yes, what is the process to ensure that the same level of protection is applied to the personal data being processed in the non-EEA country? | |
|  | |
| c) If the personal data is being processed by a secondary processor/sub-contractor please identify them, and whether they are located within the EEA. If a secondary processor/sub-contractor is located outside of the EEA, then indicate where, and what controls are in place to ensure that the same level of protection is applied to the personal data being processed in the non-EEA country.  (Note: Prior approval of Fáilte Ireland is required where data is processed in a non-EEA country). | |
|  | |
| d) What is your process, including timelines, for handling retention periods for personal data (held on records generated for the services to be provided) including back-up? | |
|  | |
| e) For the Tenderer and any proposed secondary processor/sub-contractor outline your approach and methodology in relation to compliance with meeting data protection obligations including the provision of prompt information on any data breaches, the capability to respond to subject rights requests, identification of relevant data, capability to amend data and capability to delete data from records. (This relates to any records created by the tendered or where a breach arises in respect of the storage of Fáilte Ireland files, etc.) | |
|  | |
| **Signed by the Tenderer** |  |
| **For and on Behalf of** |  |
| **Date** |  |