

Request for Tenders

Dated: 07/06/2023

for

Ecological survey and analysis for Land & Habitats

Tender procedure: Negotiated procedure

Tender deadline: No later than 12:00 hrs Irish time on 04/07/2023



Contents

Part 1: Introduction

Part 2: Instructions to Tenderers

Part 3: Selection, Evaluation and Award Criteria

Appendix 1: Requirements and Specification

Appendix 2: Pricing Schedule

Appendix 3: Tenderer’s Statement

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Appendix 5: Key Contract Terms and Insurance Requirements

Part 1

Introduction

**1.1** Bord na Móna is an Irish, semi-state climate solutions company helping lead Ireland towards a climate neutral future. Bord na Móna has been serving communities for over 90 years, always rising to meet the needs of the day. It was founded in 1934 as The Turf Development Board to enhance national energy security through peat harvesting and became Bord na Móna in 1946.

Today, we’ve radically changed our approach to face an even greater challenge: climate change. We’ve ended peat harvesting and now focus on developing climate solutions in renewable energy, sustainable waste management, carbon storage, and biodiversity conservation. Ireland has committed to ambitious climate goals and Bord na Móna’s climate solutions are helping to achieve them. Our vision is to help Ireland reach net zero greenhouse gas emissions by 2050. This means helping to remove the same amount of greenhouse gases from the atmosphere that are released.

Bord na Móna have in recent years permanently ceased industrial peat production on all bogs. In line with Bord na Móna’s accelerated decarbonization strategy, the company has also committed to ambitious enhanced peatland decommissioning and rehabilitation improvements.

This strategy has been developed to optimise benefits of peatland rehabilitation and restoration such as carbon storage, biodiversity and water (catchment management). These improvements are in line with the Government Climate Action agenda, and will bring with it significant natural capital benefits. It will also create a stable natural landscape for the benefit of neighbours and local communities in former peat production areas.

The general objective of peatland rehabilitation is to ensure environmental stabilisation of the former industrial peat production areas. Enhanced rehabilitation focuses on optimizing suitable hydrological conditions (stable water levels close to the surface) by blocking production field drains, and other measures that will be planned in detail. This will create soggy peatland conditions that will be naturally colonised by plants and animals and will allow compatible peatland habitats to re-develop.

**1.2** Bord na Móna Land & Habitats (the “Contracting Entity”) invites tenders (“**Tenders**”) to this request.

**1.3** In summary, the services comprise the provision of ecological services to Bord na Móna in relation to the provision of baseline vegetation monitoring and analysis as part of the Enhanced Decommissioning, Restoration and Rehabilitation Scheme (EDRRS) (www.pcas.ie). (EDRRS is also known as the Peatland Climate Action Scheme (PCAS)). This ecological monitoring will inform vegetation research on the classification of BnM cutaway bog vegetation that would eventually be published as an Irish Wildlife Manual. Methods in respect of the required baseline monitoring should follow the approach of Smith and Crowley (2020). This would require a) survey work by suitably qualified ecologists to record vegetation quadrats and then b) interpretation and statistical analysis to classify the vegetation types based on the quadrat data. It is expected that a new , robust system of vegetation classification for cutaway bog vegetation types would be developed and a final report published as an Irish Vegetation Manual.

 Please refer to Appendix 1 for full tender specification.

**1.4** This procurement competition (the “**Competition**”) will be conducted in accordance with the process outlined in this RFT and the resulting contract (if any) awarded on the basis of the most economically advantageous Tender (which determination will be at the sole discretion of the Contracting Entity). The criteria used to form the basis of this assessment are outlined later in this RFT.

Part 2

Instructions to Tenderers

**2.1 Important Notices**

**2.1.1** While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Entity does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

**2.1.2**

* The Contracting Entity does not bind itself to accept the lowest priced or any Tender.
* This RFT does not constitute an offer or commitment to enter into a Contract.
* No contractual rights in relation to the Contracting Entity will exist unless and until a formal written Contract has been executed by or on behalf of the Contracting Entity.
* Any notification of Preferred Tenderer status by the Contracting Entity shall not give rise to any enforceable rights by the Tenderer.
* The Contracting Entity may cancel this Competition (or for the avoidance of doubt, any individual Lot)at any time prior to a formal written Contract being executed by or on behalf of the Contracting Entity.
* The award of a Contract does not confer exclusivity on the successful Tenderer.

**2.1.3** This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Entity and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

**2.2 Compliant Tenders**

**2.2.1** If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Entity reserves the right to reject the Tenderer’s Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

* seek documents that may have been omitted (in error) or have been provided in an incorrect form.
* seeking written clarification from the Tenderer.
* seeking further information from the Tenderer; or waiving a requirement, which in the Contracting Entity’s view, is non-material or procedural.

Tenderers are required:

a) To submit all documentation which this RFT requires to be submitted with their Tender including all documentation required under Appendix 1;

 b) Complete and return Appendix 2 Pricing Schedule.

 c) To conform to and comply with all instructions and requirements set out in this RFT;

 d) To submit the statement required under paragraph 2.4 below; and Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 2.6.4 and 2.6.5 below will render the Tender non-compliant and it will be rejected.

**2.3 Services Contract**

**2.3.1** Tenderers should note the Contracting Entity requests the Tenderers to submit their Terms and Conditions as part of the tender submission. The Contracting Entity reserves the right to review and amend the Terms and Conditions.

**2.4 Acceptance of RFT Requirements**

**2.4.1** Each Tenderer is required to accept the provisions of this RFT.

**2.5 Consortia and Prime / Subcontractors**

**2.5.1** Where a group of undertakings (in whatever form and regardless of the legal relationship between them) submit a Tender in response to this RFT, the Contracting Entity will continue to deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings.

As part of their response to this RFT the Tenderer must confirm details of all members of the group of undertakings, their role in the Tender, contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged, or responded to.

For the avoidance of doubt should the details of the consortia prior to contract award, including the composition of the consortia, vary in a material way then the Contracting Entity may in its absolute discretion eliminate the consortia from the Competition.

Prior to and as a condition of award of any Services Contract the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the “**Prime Contractor**”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “**Subcontractor**”).

**2.6 Tender Submission Requirements**

**2.6.1** Tenders must be submitted via the electronic post-box available on [www.etenders.gov.ie](http://www.etenders.gov.ie). Only Tenders submitted to the electronic post-box will be accepted.  Tenders submitted by any other means (including but not limited to by email, fax, post, or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2).  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 post-box.

In the event that a Tenderer experiences genuine technical difficulty with the e-Tenders website then the Contracting Entity reserves the right to accept applications submitted by other means agreed by the Contracting Entity, such as by email or courier.

In order to submit a document to the electronic post-box, 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.

If you require assistance with using the [www.etenders.gov.ie](http://www.etenders.gov.ie) website or are having difficulty uploading your Tender response to the website please contact the eTenders helpdesk on + 353 21 243 9277. The eTenders office hours are 09:00 hrs to 17:30 hrs. The Contracting Entity cannot provide technical assistance with the eTenders website.

**2.6.2** Tenders must be received no later than the timetable set out in paragraph 2.8 on (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

**2.6.3** Tenders must be submitted in English.

**2.6.4** Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity or one Tender as part of a consortium/group of undertakings under this RFT.

**2.6.5** All documents as part of your Tender submission must be submitted in soft copy and must be compiled such that they can be read immediately. The Contracting Entity is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

**2.7 Queries and Clarifications**

**2.7.1** All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Queries will be accepted no later than 12:00 hours Irish time on 16/06/2023 unless otherwise published by the Contracting Entity. For the avoidance of doubt, Tenderers may not contact the Contracting Entity directly regarding any aspect of this Competition.

**2.7.2** All responses to queries will be issued by the Contracting Entity via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Entity will not respond to individual Tenderers other than through the messaging facility.

**2.7.3** The Contracting Entity reserves the right to issue or seek written clarifications.

**2.7.4** The Contracting Entity reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

**2.7.5** Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on [www.etenders.gov.ie](http://www.etenders.gov.ie), in order to receive all responses to queries and other updates in relation to this Competition.

**2.7.6** If a Tenderer believes a query/request and/or its response relates to a confidential or commercially sensitive aspect of its Tender it must clearly mark the aspect which is “**confidential**” or “**commercially sensitive**”.

If the Contracting, in its absolute discretion, is satisfied that the query/request and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query/request and its response shall be kept confidential. The Contracting Entity will issue separate bulletin(s) to each Tenderer as required, detailing any responses to queries which the Contracting Entity considers being confidential or commercially sensitive.

If Contracting Entity is of the opinion that it would be inappropriate to answer the query/request on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or to raise any objection within 3 Working Days of such notification and state the grounds for its objection.

If the Tenderer does not withdraw the query/request or raise any objection within the specified period, or the Contracting Entity is of the opinion that, notwithstanding the objection of the Tenderer, the query/request is not confidential or commercially sensitive, the Contracting Entity may issue the query/request and its response to all of the Tenderers.

**2.8 Timetable and Costs**

**2.8.1** The timetable in relation to this tender process is as follows:

|  |  |
| --- | --- |
| **Date** | **Event**  |
| 07/06/2023 | Issuing of request for tender |
| No later than 12:00 hrs Irish time on 16/06/2023 | Latest date for receipt of queries |
| No later than 12:00 hrs Irish time on  4/07/2023 | **Latest date for receipt of Tender submission** |
| July 2023 | Completion of clarifications and negotiations |
| July 2023 | Contract award Ideally |
| July 2023 | Contract commencement  |
| 18 Months | Contract duration  |

Note: The above timetable is indicative only (except for the deadline for the submission of Tenders and contract duration). Whilst the Contracting Entity will make every effort to maintain this timetable, it reserves the right at its full discretion to amend or extend the timetable as it deems appropriate. Changes to deadlines will be notified to all Tenderers.

**2.8.2** All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

**2.9 Confidentiality**

**2.9.1** All documentation, data, statistics, drawings, information, patterns, samples, or material disclosed or furnished by the Contracting Entity to Tenderers during the course of this Competition:

 **(a)** are furnished for the sole purpose of replying to this RFT only;

**(b)** may not be used, communicated, reproduced, or published for any other purpose without the prior written permission of the Contracting Entity;

**(c)** shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

**(d)** must be returned and/or deleted immediately to the Contracting Entity upon cancellation or completion of this Competition if so, requested by the Contracting Entity.

**2.10 Pricing**

**2.10.1** All pricing submitted will be fixed for the duration of the Contract.

**2.10.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs, and all other costs/expenses including travel expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

**2.10.3** Any currency variations occurring over the Term of the Services Contract shall be borne by the Tenderer.

**2.10.4** Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.

**2.11 Environmental, Social and Labour Law**

**2.11.1** In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 11 of the Regulations.

**2.11.2** Tenderers and their Subcontractors (if any) shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Entity for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

**2.11.3** Tenderers and their Subcontractors (if any) shall be required to include an undertaking to comply fully with the provisions of Council Directive 2011/36/EU of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing council framework decision 2002/629/JHA and to indemnify the Contracting Entity for any claim arising or loss or costs incurred as a result of its failure to fulfil its obligations under the said Directive.

 **2.11.4** The Protection of Employees (Temporary Agency Work) Act 2012 (the “2012 Act”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Entity of Agency Workers (within the meaning of the 2012 Act), Tenderers and their Subcontractors (if any) should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Entity shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

**2.12 Publicity**

**2.12.1** No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Entity has given its prior written consent to the relevant communication.

**2.13 Registrable Interest**

**2.13.1** Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Entity, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Entity and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Entity immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Entity will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

**2.14 Anti-Competitive Conduct**

**2.14.1** Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a procurement competition.

**2.15 Industry Terms Used in this RFT**

**2.15.1** Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

**2.16 Access to Information on the Environment**

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

**2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Entity will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making a decision on a request received.

**2.17 Tax Clearance**

**2.17.1** It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Entity. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Entity has the permission of the successful Tenderer to verify its tax cleared position online.

**2.18 Conflicts of Interest**

**2.18.1** Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Entity as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Entity may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Entity will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

**2.19 Withdrawal from this Competition**

**2.19.1** Tenderers are required to notify the Contracting Entity immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

**2.20 Site Visit**

**2.20.1** N/A

**2.21 Insurance**

**2.21.1** The successful Tenderer would be expected to hold for the term of the Services Contract the following insurances:

|  |  |
| --- | --- |
| Type of Insurance | Indemnity Limit |
| Employer’s Liability\* | €13,000,000 |
| Public/Product Liability | €6,500,000 |
| Professional Indemnity | €6,500,000 |
| Indemnity to BNM | Insurances shall be required to include a notation of indemnity to Bord na Mona  |
| Property Damage | n/a |
| Motor Insurance | As acquired by law |

**2.21.2**  By signing the Tenderer’s Statement at Appendix 3, Tenderers confirm, that if awarded a Services Contract under this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

**2.21.3** The successful Tenderer will, during the term of the Services Contract, be required to:

 (a) immediately advise the Contracting Entity of any material change to its insured status;

 (b) produce proof of current premiums paid upon request; and

 (c) produce valid certificates of insurance upon request.

**2.22 Award to Runner Up**

**2.22.1** For contracts: If for any reason it is not possible to award the contract to the designated successful Tenderer emerging from this competitive process, the Contracting Entity reserves the right to award the contract to the next highest scoring Tenderer on the basis of the terms advertised. This shall be without prejudice to the right of the Contracting Entity to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

**2.23 Abnormally Low Tenders**

**2.23.1** The Contracting Entity will require Tenderers to explain the price or costs proposed in their tender where the tender appears to be abnormally low in relation to the works, services or supplies being procured.

The Contracting Entity will reject a tender where it has established that the tender is abnormally low because it does not comply with applicable obligations in the fields of environmental, social and labour laws in the place where the works/services are being carried out.

The Contracting Entity will reject a tender where is has established that the tender is abnormally low as the Tenderer has obtained State aid which was not compatible with the internal market within the meaning of Article 107 of the TFEU.

**2.24 Tender Validity Period**

**2.24.1** N/A.

**2.25 Collusive Tendering**

**2.25.1** 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.

**2.26 Notification of Tender**

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

Potential outcomes can be:

1. Award of Contract
2. Letter of Regret
3. Decision not to proceed with the award of Contract

**2.28 Policy on Personal Debriefings**

**2.28.1** Based on the provision of the information to unsuccessful Tenderers as outlined above and due to resourcing constraints, the Contracting Entity will not be offering individual debriefing meetings to unsuccessful Tenderers.

**2.29 Irish Legislation and Law**

**2.29.1** 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 Entity tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by Irish law.

**2.30 Health & Safety**

**2.30.1** With respect to the jurisdiction where the supply of goods or services will be provided, the successful Tenderer must comply with the following Health and Safety legislation as applicable;

The Safety, Health & Welfare at work Act 2005.

Part 3 Evaluation and Award Criteria

**3.1 Compliant Tenders**

**3.1.1** Only those Tenderers who have submitted compliant Tenderers pursuant to part 2.2 will be evaluated in accordance with the Award Criteria at Part 3.3 below.

**3.2 Evaluation Criteria**

### **3.2.1** Confidentiality of Evaluation

Save in relationto the Contracting Entity’s compliance with transparency obligations and disclosure obligations under EC (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010 (S.I. No. 131 of 2010) (which may include the disclosure to unsuccessful Tenderers of scores obtained by the preferred Tenderer in respect of each award criterion), after the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the Award of Contract will not be disclosed to Tenderers or other persons not officially concerned with such process. Information deemed to be confidential by the Contracting Entity shall not be disclosed at any time.

**3.2.2** Interference

Any effort by the Tenderer to influence the Contracting Entity or any of its representatives in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the Award of Contract shall result in the rejection of that Tender.

### **3.2.3** Code of Business Conduct

The Contracting Entity operates to a strict Code of Business Conduct which requires the highest standards of integrity, impartiality, and independence in all procurement activities. This Code of Business Conduct includes the prohibition of solicited gifts, and monetary gifts / gift vouchers**.**

### **3.2.4** Examination of Tenders

Tenders will be examined initially for validity, compliance, and eligibility by reference to the requirements of this RFT. The process for determination of compliance is described in clause 3.2.6 below. Only those tenders which satisfy the requirements of this RFT will be eligible for inclusion in the award process

### **3.2.5** Determination of Compliance

After the official opening of the Tenders, the Contracting Entity will determine whether each Tender is substantially responsive to the requirements of the RFT.

 For the purpose of this clause 3.2.5, a substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the RFT without material deviation. A Tender determined to be non-responsive may be rejected by the Contracting Entity and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

 The Contracting Entity may waive any minor non-conformity or irregularity in a Tender which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative ranking of any Tender.

### **3.2.6** Correction of Errors

 Tenders determined to be substantially compliant will be checked for any material errors in computation as follows:

Where there is a discrepancy between amounts in figures and words the amount in words will govern.

The amount stated in the Form of Tender will be adjusted by the Contracting Entity in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer.

A Tenderer not accepting the correction of errors as outlined will have his tender rejected.

### **3.2.7** Clarification of tenders

The Contracting Entity reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer’s Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly.

### **3.2.8** Retention of Documents

After evaluation is completed, the Contracting Entity will retain copies of all responses to satisfy its legal and audit obligations and for other purposes.

### **3.2.9** Evaluation

 **Stage 1 – Selection**

Responses provided will be assessed against the Selection Criteria outlined below. Tenders which fail to meet the minimum requirements outlined will ‘Fail’ and be excluded from any further participation in this tender process. Failed Tenders will not progress to Stage 2 of the evaluation process and will not be assessed against the Award Criteria. Tenders which meet the minimum selection criteria requirements will progress to the second stage of the evaluation. The purpose of the Selection Criteria is to assess the capability of each Tenderer to carry out the Scope of Requirements.

**Stage 2 – Award**

Each of the selection criteria set out in section 3.3.1 (below) will be assessed in accordance with the following scoring rules.

|  |  |
| --- | --- |
| **Score** | **Meaning** |
| Pass | Acceptable – Meets or exceeds minimum requirements |
| Fail | Unacceptable – No response or response provided does not meet the minimum requirements |

Each of the award criteria set out in section 3.3.1 (below) except price will be assessed in accordance with the following scoring rules.

|  |  |
| --- | --- |
| **Score** | **Meaning** |
| **5** | **Outstanding** – the submission has no weaknesses, fully meets or exceeds requirements, and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to the highest standard. |
| **4.5** | **Excellent** – the submission is excellent and relevant with little or no weakness. The response is comprehensive, demonstrates a thorough understanding of the criterion and provides details on how the criterion will be satisfied to an excellent standard. |
| **4** | **Very Good** – the submission is very good and relevant. The response is comprehensive, demonstrates a very good understanding of the criterion and provides comprehensive detail and convincing assurance that the Tenderer will deliver to a very high standard. |
| **3.5** | **Good** – the submission is good and relevant. The response demonstrates a good understanding of the criterion and provides an adequate standard of detail on how the criteria will be satisfied. |
| **3** | **Acceptable** – the submission is acceptable and meets the minimum requirements while providing slightly more information than detailed in the tender documents. The submission demonstrates an acceptable understanding of the criterion and provides detail on how the criterion will be satisfied to an acceptable standard. |
| **2.5** | **Minimum Mark** – the submission was satisfactory which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.  |
| **2** | **Mediocre** – the submission is mediocre and only partially satisfies expectations. The response addressed the criterion but minimally falls slightly below minimum mark level. Lacking in some important areas. Would have some reservations about the submission. Some aspects of the requirement not fully understood or ignored. |
| **1.5** | **Poor** – the submission is poor and only partially relevant. The response addresses the criterion in part but contains insufficient and limited detail or explanation to demonstrate how the criterion will be satisfied. Would have reservations about the submission. Open to risk of non-delivery of the goods / services / works. |
| **1** | **Very Poor** – the submission is very poor and not relevant to the tender documents. The response addresses the criterion in part or not at all. Contains insufficient detail or explanation to demonstrate how the criterion will be satisfied. Would have serious reservations about the submission. Open to high risk of non-delivery of the goods / services / works. |
| **0** | **Unacceptable / No response** – Nil or inadequate submission. The submission fails to satisfy the criterion in very significant respect. |

The scores above will be converted into a mark out of the total mark set out for the relevant criteria.

Marks will be awarded to those Tenderers who clearly and comprehensively demonstrate their ability to deliver the requirements as set out in the tender specification. Tenderers’ responses will also be marked relative to those of other Tenderers.

Tenderers are requested to clearly identify their response to each of the below criteria and each of the points addressed under that specific criterion or provide a reference to the precise area of the submission document where the response may be found. Marketing material or advertisements will not be evaluated unless they specifically support your response to one of the criteria listed and are referenced as such. Any failure and/or incompleteness in this respect may result in the loss of marks, and/or rejection of the tender.

Price Evaluation - The Tender with the lowest price will be awarded the maximum marks for price available contained in the table in section 3.3.1 (Award Criteria).The relevant Tender being evaluate will be scored by calculating the marks difference between the relevant Tender price and the lowest price according to the following formula:

$$Price Score \left(marks\right)= \frac{Lowest Tender Price}{Price of Relevant Tender }×Weighting(marks)$$

**Note: The price evaluation scores will be applied only after minimum mark required have been achieved for the qualitative award criterion.**

**3.3 Award Criteria**

**3.3.1** All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Contracting Entity.

Tenderers are required to submit a Tender in accordance with the requirements set out in this RFT, to ensure the Contracting Entity has the correct information to make the evaluation. Evasive, unclear, or hedged Tenders may be discounted in evaluation and may, at the Contracting Entity’s discretion, be taken as a rejection by the Tenderer of the terms set out in this RFT.

The Contracting Entity is not obliged to award the contract to the highest ranked tender following the completion of the evaluation process above or any tender.

Following completion of the tender evaluation, the Contracting Entity at its absolute discretion reserves the right to engage in post evaluation negotiations with one or a number of preferred Tenderers following tender evaluation. The Contracting Entity in its absolute discretion shall be entitled to award the contract to the Tenderer who in their sole opinion has submitted the most economically advantageous tender.

|  |  |  |
| --- | --- | --- |
| **Selection Criteria** | **Weighting** | **Minimum Mark Required** |
| Professional Qualifications | Pass / Fail | Pass |
| Relevant skills and experience of organisation and personnel | Pass / Fail | Pass |
| Health & Safety  | Pass / Fail | Pass |

|  |  |  |
| --- | --- | --- |
| **Award Criteria** | **Weighting** | **Minimum Mark Required\*** |
| Price | 3000 | N/A |
| Proposed approach to the project | 1000 | 50% |
| Proposed staffing structure, Qualification and experience of professional staff | 2000 | 50% |
| Previous experience of vegetation classification | 1000 | N/A |
| Previous experience of preparing an Irish Wildlife Manual | 500 | N/A |
| Proposed program to deliver outputs | 1500 | 50% |
| Innovation / Value Add | 500 | N/A |
| Sustainability | 500 | N/A |

\*Tenderers are required to obtain the minimum mark required for. This is deemed to be 50% of the total weighting for that specific criterion. Tenderers who fail to meet the minimum requirement will be excluded from further participation.

**3.3.2** Subject to paragraph 2.1 (Important Notices) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

1. the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
2. the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 above.

**3.3.3** The Contracting Entity reserves the right to award the contract on the basis of the original tender offers or to enter into negotiations with one, some or all of the Tenderers regarding the price and terms of their offers. However, any such negotiations will not deviate materially from the original tender requirements and the tender responses submitted. Tenderers may be invited to submit a Best and Final Offer (BAFO) at the Contracting Entity’s sole discretion.

All negotiations will be conducted with due regard to the principles of equal treatment and transparency. The number of Tenderers may be successively reduced by application of the published award criteria. The Contracting Entity reserves the right to any of the information submitted at selection stage or to seek confirmation of Tenderers’ financial and economic standing prior to contract award.

**3.4 Presentation of Proposals**

**3.4.1** N/A.

**3.5 Standstill Period**

**3.5.1** N/A

**3.6 Return of Signed Contracts**

**3.6.1** A services contract will be provided on award of the tender

Appendix 1:
Requirements and Specification

**Requirements**

**Professional & Business Standing**

The following eligibility requirements will be assessed on a pass/fail basis in respect of each Tenderer. Subject always to the provisions of Regulation 89 of SI 286 of 2016[1] and Regulation 57 of SI 284 of 2016[2], the Contracting Entity will treat an Applicant as ineligible, or, at a later date during the competition, disqualify an Tenderer if any of the circumstances specified in (1) below apply; and may, at its discretion, treat an Tenderer as ineligible or, at a later date during the Competition, disqualify an Applicant if any of the circumstances specified in (2) below apply.

The Tenderer (or any entity comprising the Tenderer, or member of the administrative, management or supervisory body of the Tenderer or such entity, or person who has powers of representation, decision or control thereof) has been the subject of a conviction by final judgment, of which the Contracting Entity is aware, for one or more of the reasons listed at (i) to (vi) below:

1. participation in a criminal organisation; or
2. corruption; or
3. fraud; or
4. terrorist offences or offences linked to terrorist activities, or inciting, aiding or abetting or attempting to commit an offence; or
5. money laundering or terrorist financing; or
6. child labour and other forms of trafficking in human beings,
7. in each case as defined in Regulation 57 of SI 284 of 2016. Applicant requiring further details in relation to the above may contact the Contracting Entity
8. The Tenderer (or any entity comprising the Tenderer):
* has failed to comply with applicable obligations in the fields of environmental, social and labour law within the meaning of Regulation 18(4) of SI 284 of 2016; or
* is bankrupt or is the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, it has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations; or
* the Contracting Entity can demonstrate, by any appropriate means, has been guilty of grave professional misconduct, which renders its integrity questionable; or
* has entered into agreements with other economic operators aimed at distorting competition, for which the Contracting Entity has sufficiently plausible indications; or has a conflict of interest within the meaning of Regulation 24 of SI 284 of 2016, that cannot be effectively remedied by other, less intrusive, measures; or
* is in a situation where there is a distortion of competition from the prior involvement of the of the Applicant in the preparation of the procurement procedure, which cannot be remedied by other, less intrusive, measures; or
* has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract which led to early termination of such contract, damages or other comparable sanction; or
* is in breach of its obligations relating to the payment of taxes or social security contributions and the Contracting Entity is aware of this; or
* is guilty of serious misrepresentation in supplying the information required under this Section or has withheld such information or is not able to submit the supporting documents required under Regulation 59 of SI 284 of 2016; or
* has undertaken to unduly influence the decision-making process of the Contracting Entity or obtain confidential information that may confer upon it undue advantages in the procurement procedure or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Each Tenderer (and any entity comprising the Tenderer, and any entity being relied on by the Tenderer or such entity comprising the Tenderer, and in each such case the reference to Tenderer above shall be read as a reference to each such entity/entity being relied on) must submit a statement to the Contracting Entity advising whether or not any of the circumstances listed above apply to it at the date of this submission.

If one or more of the above circumstances listed above apply to you, please respond “One or more of the circumstances set out above apply” and provide sufficient details below.

If none of the above apply, then please respond “None of the circumstances set out above apply”.

If any of the circumstances set out above apply, please provide details.

[1] EU (Award of Contracts by Utility Undertakings) Regulations 2016

[2] EU (Award of Public Authority Contracts) Regulations 2016

**Specification**

The services comprise the provision of ecological services to Bord na Móna in relation to the provision of baseline vegetation monitoring and analysis as part of the Enhanced Decommissioning, Restoration and Rehabilitation Scheme (EDRRS) (www.pcas.ie). (EDRRS is also known as the Peatland Climate Action Scheme (PCAS)). This ecological monitoring will inform vegetation research on the classification of BnM cutaway bog vegetation that would eventually be published as an Irish Wildlife Manual. Methods in respect of the required baseline monitoring should follow the approach of Smith and Crowley (2020). This will require

a) survey work by suitably qualified ecologists to record vegetation quadrats and then

b) interpretation and statistical analysis to classify the vegetation types based on the quadrat data.

A new, robust system of vegetation classification for cutaway bog vegetation types will be developed and a final report published as an Irish Vegetation Manual.

**Introduction:**

* Ecological services are required in support of the Peatland Climate Action Scheme (hereafter PCAS) which aims to rehabilitate up to 33,000 hectares of cutaway peatland.
* It was proposed by Government that Bord na Móna carry out a Peatlands Enhanced Decommissioning, Rehabilitation and Restoration Scheme on its peatlands.
* The Scheme will significantly go beyond what is required to meet rehabilitation and decommissioning obligations under existing EPA IPC licence conditions. Improvements supported by the Scheme will ensure that environmental stabilisation is achieved (meaning IPC obligations are met), and importantly, significant additional benefits, particularly relating to climate action and other ecosystem services, will also be delivered.
* Rehabilitation measures (such as drain-blocking and bunding) were collectively designed to optimise hydrological conditions (ideally and where possible water-levels at the peat surface) for climate action benefits and to accelerate the trajectory of the site towards a naturally functioning ecosystem, and eventually a reduced carbon source/carbon sink again.
* The general objective of peatland rehabilitation is to ensure environmental stabilisation of the former industrial peat production areas. Enhanced rehabilitation focuses on optimizing suitable hydrological conditions (stable water levels close to the surface) by blocking production field drains, and other measures that will be planned in detail. This will create soggy peatland conditions that will be naturally colonised by plants and animals and will allow compatible peatland habitats to re-develop. It will also slow water movement across these bogs.
* Different bogs have differing baseline environmental conditions (peat depths, hydrology etc). Rehabilitation will have differing outcomes due to these varying conditions (Reed Swamp and fen on sites that are mostly cutaway, embryonic Sphagnum-rich vegetation on sites with residual deep peat etc).
* It is expected that the Scheme (PCAS) will have benefits accruing from biodiversity provision, water quality and storage attenuation as well as increased carbon storage, reduced carbon emissions and acceleration towards carbon sequestration.
* PCAS began in 2021 and Bord na Móna has already rehabilitated over 11,000 ha of cutaway peatland.
* The Scheme will also facilitate monitoring of carbon fluxes (Greenhouse Gases and fluvial carbon) in selected areas (in addition to other established Research programmes), to monitor changes in where the interventions will accelerate the trajectory towards a naturally functioning peatland ecosystem.
* The estimation of carbon emissions reduction as a result of the scheme requires accurate emissions factors of various vegetation communities and accurate habitat mapping of vegetation communities.
* Currently cutover habitats are mapped using the BnM adapted cutaway classification. Bord na Móna already have a vegetation classification system for cutaway vegetation that is based on phytosociological research by Farrell (2001) (Oweninny PhD) and Rowlands (2001) (Turraun PhD). The vegetation classifications developed by both Rowlands and Farrell were adapted by the BnM Ecology Team for widespread use across the cutaway as part of baseline habitat assessment and peatland rehabilitation planning, and take account of a wide set of environmental conditions. It was also stratified to allow classification of communities and habitats at different intensities.
* However, this overall classification system is not based on **quantitative** vegetation research. This request for vegetation recording, interpretation and statistical analysis will allow the development of a classification of cutaway habitats that is based on quantitative analysis of a representative set of vegetation data from BnM cutaway, following similar methods to that in Smith and Crowley (2020).

**Description**:

* This proposed project will require consultation with NPWS and with Bord na Móna. Tenderer shall allow for 8 Meetings approx. duration 1 hour with NPWS and /or Bord na Móna in their tender The tenderer shall assume these meeting will be virtual.
* The successful tenderer shall survey and record species abundance in an estimated 250 vegetation quadrats along with specific selected habitat attributes and environmental variables (eg. bare peat cover, water tables levels, wetness, Sphagnum cover, ground firmness), and along with some environmental data (pH, conductivity, water level) in different cutaway vegetation communities from selected BnM cutaway sites following the methodology of Smith and Crowley (2020.)
* It is expected that approximately 8-10 replicated quadrats from defined cutaway vegetation communities will be recorded from different sites by the successful tenderer. A list of defined cutaway vegetation communities will be provided in advance by BnM.
* Vegetation quadrats are expected to be 4 m x 4 m relevés. Larger quadrats may be required in wooded situations (typical size 10m x 10m) The methodology for collection of vegetation data will be agreed with BnM and NPWS.
* A photographic record of each quadrat and key features should be collected.
* Vegetation data should be collected in a manner that is compatible with the Irish Vegetation Classification (NPWS et al., 2019).
* Habitat identification shall be compatible with Fossitt (2000) and follow Smith et al. (2011). Quadrats should be assigned/aligned to IVC communities, where possible. EU Annex I habitats should also be identified.
* Plant nomenclature for vascular plants shall follow Stace (2019).
* Bryophyte nomenclature shall follow the new checklist (Blockeel et al., 2021).
* BnM cutaway sites will be distributed across the midland counties from Kildare to Galway and from Roscommon to Tipperary. It is expected that the quadrat data would be recorded from a group of approximately 20 bogs in the midlands. It is expected that quadrats will be aligned with carbon monitoring and hydrological monitoring locations, where possible. These will be made available by Bord na Móna. It is expected that different stages in the succession of pioneer vegetation communities towards more mature habitats will be included (i.e. early pioneer vegetation, mature cutaway sites), which in some cases, will be peat forming.
* BnM habitat mapping data will be provided to the successful tenderers to help locate specific vegetation types. It is expected that a GIS desktop analysis be carried out initially by the tenderer to define approximate locations of survey quadrats in defined vegetation types and to develop a plan for the collection of data.
* Sites for survey and approximate locations of survey quadrats will be selected by the tenderer after consultation with BnM and agreed with BnM and with NPWS.
* The geographical location of vegetation quadrats should be recorded to 1 m accuracy using GPS by the tenderer.
* Fieldwork should take place during 2023.
* BnM already have a limited sample of quadrat data (84 quadrats across 18 sites) that should be combined with this new data set for analysis. This should be reviewed prior to commencement and the tenderer shall include for this in his tender.
* Vegetation classification and analysis should follow Smith and Crowley (2020). The tenderer’s should provide a description of the types of analysis and proposed methodology to define the vegetation classification proposed **in the tender submission**. Vegetation analysis should take account of other relevant quadrat data in the statistical analysis (e.g. Smith and Crowley 2020). It is expected that the vegetation classification will be stratified – that is where similar vegetation communities with generally similar environmental conditions will be grouped into more general habitats. The proposed analysis and methodology to define the vegetation classification will be agreed with BnM and NPWS.
* Vegetation data should be managed in a format where species distribution and abundance data can be provided to the NBDC at the end of the project.
* It is expected that this data would be analysed and then published as a Irish Wildlife Manual (IWM) outlining a vegetation classification system for industrial cutaway peatlands based on (1) quantitative data analysis, (2) the previous vegetation classifications developed by Bord na Móna and (3) previous research on vegetation on cutaway peatlands.
* NPWS and BnM data delivery standards, and NPWS IWM template must be followed.

**Expected Outputs**

* Deliver fieldwork and record 250 quadrats across selected BnM cutaway sites.
* Record the required vegetation, habitat and environmental data.
* Carry out an analysis and classification of the vegetation data.
* Prepare a final report that could be published as an Irish Vegetation Manual within the required timeframe.

**References**

Blockeel, T. L., Bell, N. E., Hill, M. O., Hodgetts, N. G., Long, D. G., Pilkington, S. L. & Rothero, G. P. (2021) A new checklist of the bryophytes of Britain and Ireland, 2020. Journal of Bryology, 43, 1-51.

Fossitt, J. (2000). A guide to habitats in Ireland. Kilkenny. The Heritage Council.

Smith, G., O’Donoghue, P., O’Hora, K. & Delaney, E. (2011). Best Practice Guidance for Habitat Survey and Mapping. The Heritage Council.

Smith, G. & Crowley W. (2020). The habitats of cutover raised bog. Irish Wildlife Manuals, No. 128. National Parks and Wildlife Service, Department of Housing, Local Government and Heritage, Ireland.

Stace, C. A. (1997). New Flora of the British Isles. Cambridge: Cambridge University Press.

The successful tenderer will be required to follow Bord na Mona policies and procedures where applicable.

**Required documentation**

The following shall be included with the tender:

* A short description of previous experience in vegetation recording, relevant analysis and classification with a list of previous projects.
* Description of proposed approach to deliver expected output.
* A description of the types of analysis and proposed methodology to define the vegetation classification.
* A proposed programme to complete expected outputs.
* Curriculum vitae of the personnel who will carry out the works.

**Tables**

Table . BnM quadrats surveyed as part of PCAS

|  |  |  |
| --- | --- | --- |
| **Habitat**  | **BnM Community/ Fossitt habitat** | **Number of Quadrats** |
| Peatland  | Bare peat (BP) | 58 |
|  | Bare peat (BP)/Temporary open water (tOW) | 2 |
|  | Dry Calluna community (dHeath) | 1 |
|  | Dry Calluna community (dHeath)/PB1 Raised bog | 2 |
|  | Raised bog (PB1) | 13 |
| Woodland and Scrub | Betula-Salix woodland (BirWD) | 1 |
|  | Emergent Betula-dominated community (A) (Ebir) | 1 |
| Fen | Pioneer Juncus effusus community (pJeff) | 1 |
|  | Pioneer Eriophorum angustifolium community (poor fen) (pEang) | 3 |
|  |  |  |
|  | Pioneer Eriophorum angustifolium community (poor fen) (pEang)/ Emergent Betula-dominated community (A) (eBir) mosaic | 2 |
| **Total Quadrats**  |  | **84** |



Figure 1. Distribution of BnM bogs in the midlands.

Appendix 2:
Pricing Schedule

**Tenderers shall complete the below Pricing Schedule:**

| **No.** | **Task** | **Rate** | **Total Cost (€)** |
| --- | --- | --- | --- |
| 1 | Delivery fieldwork and recording of quadrats |  |  |
| 2 | Carry out an analysis and classification of the vegetation data.  |  |  |
| 3 | Prepare a final report that could be published as an Irish Wildlife Manual within the required timeframe  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **FIXED PRICE TOTAL** |  |  |
|  | *Daily Ecologist rate* |  |  |

Note: The above tender price shall include for all travel time, expenses and subsidence for site visits required to complete the work. The above also includes for all dial -in and face to face meetings with Bord na Mona and NPWS to complete the project.

It is expected that the quadrat data will be recorded from a group of approximately 20 bogs. The pricing schedule should indicate the average number of quadrats to be recorded per day.

Appendix 3:
Key Contract and Insurance Requirements

Tenderers are to submit the Terms and Conditions they are proposing for this tender.