



**An Roinn Comhshaoil,
Aeráide agus Cumarsáide**
Department of the Environment,
Climate and Communications

Request for Quotation

for

**Professional Services for an Appropriate Assessment
under Article 6(3) of the EU Habitats Directive
(92/43/EEC) on Special Areas Conservation (SAC)**

of

**A Draft Bye-Law Designating Certain Waters as
Salmonid Lakes**

Tender deadline: 21 July 2021

1. Introduction

- 1.1. The Department of the Environment, Climate and Communications (the Department) invites quotes to this request (RFQs) from economic operators for the provision of services as outlined in Appendix 1.
- 1.2. In summary, the services comprise the provision of an Appropriate Assessment of a proposed bye-law (approx. 2 pages) designating the “Western Lakes” as salmonid waters under Article 6(3) of the EU Habitats Directive(92/43/EEC). The Western Lakes comprise Corrib, Mask, Carra, Conn, Cullin, Arrow and Sheelin - Special Areas of Conservation.
- 1.3. Any Contract that may result from this competition will be awarded for a term specific to the duration of the services detailed within the (the Term). The Department reserves the right to extend the Term for a period of up to 30 days under the same terms and conditions.
- 1.4. The Department estimates that expenditure on the services to be provided under this RFQ may amount to some €5,000 (Ex VAT) over the term of the Contract and any possible extensions. Tenderers should note that this amount is only an estimate based on current and future expected usage.

2. Instructions to Tenderers

- 2.1. The Department does not bind itself to accept the lowest priced or any tender. This RFQ does not constitute an offer or commitment to enter into a contract. No contractual rights will exist unless and until a formal written Contract has been executed by or on behalf of the Department. The Department may cancel this competition at any time prior to a formal written Contract being executed by or on behalf of the Department.
- 2.2. Acceptance of RFQ and Contract Terms and Conditions
Tenderers should note the terms and conditions of the Contract and Confidentiality Agreement linked at Appendix 4 to this RFQ. Tenderers are required to confirm their acceptance of the terms and conditions of the Contract, by signing the Tenderers Statement at Appendix 3. Tenderers may not amend the Contract. Tenderers are required to return, with their tender, a scanned signed copy of the Tenderers Statement, printed on the Tenderer’s letterhead.
- 2.3. Tender Submission Requirements
Tenders must be submitted by email (in Microsoft Word PDF) to Inland.Fisheries@decc.gov.ie. Only tenders submitted to this email address will be accepted. Tenders received by any other means will not be accepted. Tenders must be received not later than **6pm on 21 July 2021 (the Tender Deadline)**. Tenders received after the Tender Deadline will not be considered.
- 2.4. Queries and Clarifications
All queries relating to this competition must be directed to Inland.Fisheries@decc.gov.ie. Queries will be accepted no later than **5pm on 14 July 2021**.
- 2.5. Tendering Costs
All costs and expenses incurred by tenderers relating to their participation in this competition will be borne by the tenderer exclusively.

2.6. Pricing

Tenderers must complete the Pricing Schedule at Appendix 2. All prices quoted must be all-inclusive and be expressed in Euro only exclusive of VAT. The VAT rates, where applicable, should be expressed separately. By signing the Tenderers Statement at Appendix 3, tenderers are required to confirm that the prices quoted will remain valid for a period of 1 calendar month from the Tender deadline.

2.7. Freedom of Information / Access to Information on the Environment

Tenderers should be aware that, under the Freedom of Information Act 2014, and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this competition may be liable to be disclosed. The Department will, where possible, consult with Tenderers about information provided before making its decision on a request but accepts no liability in respect of any information provided which is released or in respect of any consequential damages suffered as a result of such obligations.

2.8. Data Protection

In this clause 2.8 “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act 2018 and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Department will be a Data Controller (which as the same meaning as under Data Protection Laws) in respect of any Personal Data (which as the same meaning as under Data Protection Laws) required to be provided by the Tenderer in response to this RFQ. The Tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, by signing the Tenderers Statement at Appendix 3, confirm that all Data Subjects (which as the same meaning as under Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer and the Department for the purposes of participating in this tender competition or that the tenderer has otherwise a legal basis for providing such personal data to the Department.

2.9. Tax Clearance

It will be a condition of any contract awarded pursuant to this competition that the successful tenderer shall, for the term of the contract, to comply with all applicable EU and domestic tax laws. Prior to the award of any contract, the successful tenderer will be required to supply its Tax Clearance Access Number and Tax Reference Number and consent to the Department verifying their tax status online.

2.10. Registrable Interest

Any Registrable interest involving a tenderer and the Department, members of the Government, members of the Oireachtas (Parliament), or officers of the Department and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Tenderer after the submission of a Response and prior to the award of any Contract, it must be communicated to the Department immediately upon such information becoming known. The Department will, at its discretion, decide on the appropriate course of action, which may include eliminating a tenderer from the competition or terminating the contract entered into by the Tenderer. The terms ‘registrable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995.

2.11. Conflict of Interest

Any conflict of interest (or potential conflict of interest) on the part of the Tenderer must be disclosed to the Department as soon as it arises. The Department will, at its discretion, decide on the appropriate course of action, which may include eliminating a tenderer from the competition or terminating the contract entered into by the Tenderer. **In this regard, Tenderers should disclose any affiliation to, or relationship with, angling or fishing clubs, associations, groups and organisations.**

3. Selection and Award Criteria

3.1. Insurance Requirements –

The Successful consultant shall effect and keep in force during the duration of the services at their own cost, with a reputable insurance company, such levels of insurance cover as may be required to meet its potential liabilities under this Agreement, which shall include, without prejudice to the generality of the foregoing:

Type of Insurance	Indemnity limit
Employer's Liability	€12.7m limit for any one claim or series of claims arising out of a single occurrence. Employers liability is not required if self-employed
Public Liability	€6.5m limit for any one claim or series of claims arising out of a single occurrence.
Professional Indemnity	€2m limit in the aggregate per insurance year.
Both the Employers Liability and Public Liability policies should include an indemnity to principals clause and these documents should be made available to the Department.	

By signing the Tenderers Statement at Appendix 3, Tenderer's confirm that, if awarded a contract, (i) they will hold and maintain for the duration of the contract the types and levels of insurances as specified above, (ii) the territorial limits and jurisdictions of its policies include Ireland and (iii) they are not aware of any exclusions, restrictions or other conditions which could impact the level of coverage specified above.

3.2. Selection Criteria

Tenderers will either pass or fail on the selection criteria listed below. Tenderers are required to provide the supporting documentation requested below with their tender Response.

- The successful tender must have the required experience and professional qualifications to carry out an Appropriate Assessment.
- The Appropriate Assessment should be carried out in accordance with the current best practice and the NPWS publication "Appropriate Assessment of Plans and Projects in Ireland, Guidance for Planning Authorities".

3.3. Award Criteria

The contract will be awarded on the basis of the Most Economically Advantageous Tender as identified in accordance with the following criteria.

Award Criteria	Maximum Marks Available	Minimum Marks Required
A. Cost	20	n/a
B. Relevant Experience & Qualifications	20	12
C. Ability to deliver on time and complete in the required time frame	20	12
Total	60	24

Marks for cost will be awarded using the below formula.

$$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times \text{Maximum Marks Available}$$

If applicable, Tenderers must score any minimum marks allocated to all Qualitative (Non-Cost) Award Criteria in order to come under consideration for awarding of the contract. Failure to achieve the minimum mark in any of these Qualitative Award criteria (Non-Cost) will result in the Tenderer being eliminated from the competition.

Appendix 1 – Specification and Requirements

1. Introduction and background information

Introduction

The Department of the Environment, Climate and Communications is in the process of drafting a bye-law to designate the Western Lakes (Corrib, Mask, Carra, Conn, Cullin, Arrow and Sheelin) as Salmonid waters.

This Appendix sets out the requirements and specifications for the provision of an Appropriate Assessment (AA) of the Western Lakes under Article 6(3) of the Habitats Directive (92/43/EEC).

Background

The regulation of the inland fisheries sector is essential to enhance and develop the resource and maximise the economic and social return from the sector.

The Programme for Government 2020, under the Climate and Biodiversity heading, makes a commitment to “legislate to designate our western lakes as salmonid lakes”.

2. Nature of the services required

Objective of the RFQ

This purpose of this RFQ is to secure the professional services of a qualified Consultant to prepare an Appropriate Assessment under Article 6(3) the Habitats Directive (92/43/EEC) of a draft bye-law.

The successful Consultant will be required to review the draft bye-law and prepare a detailed report, in view of best scientific knowledge, on the implications for the Western Lakes of designating them as “Salmonid Waters”. The report should also address any impacts of the introduction of such a bye-Law on the conservation objectives for these sites.

As some of the waters within the Western Designated catchment are within an area deemed a Special Area of Conservation (SAC) there is a requirement to ensure that any such proposed legislative changes do not adversely impact on the SAC within the Western Lakes catchment area.

The Appropriate Assessment should be carried out in accordance with the current best practice and the NPWS publication “Appropriate Assessment of Plans and Projects in Ireland, Guidance for Planning Authorities”.

Project Goal

The overall goal of the bye-law is the protection and conservation of the salmonid stocks in the Western Lakes. Undertaking an AA on the bye-law will ensure that this designation as salmonid waters does not adversely affect the standing of the areas as SACs.

Additional Information

Acts and Statutory Instruments relating to inland fisheries can be found at the Irish Statute Book website. Bye-laws relating to inland fisheries are available on the Gov.ie or the Inland Fisheries Ireland (IFI) website.

3. Project Area

The bye-law will apply to 7 lakes located in the west of Ireland: Lakes (Corrib, Mask, Carra, Conn, Cullin, Arrow and Sheelin).

4. Project Management: appointment, work commencement and completion deadlines

A. The successful Consultant will be in a position to commence work immediately on appointment with the Appropriate Assessment (steps 1-7 below) completed by **30 August 2021**.

Tenderers should provide a timetable to cover all components of the project reporting including:

1. An initial consultation with the Department on the work in hand
2. Details of preparatory work required by the successful consultant in conducting the Appropriate Assessment
3. Completion of the works of the AA
4. Submission of the completed AA to the Department for consideration by **27 August 2021**
5. Review and Approval of the AA by the Department
6. Comments, feedback and revision if deemed necessary
7. The AA has to be completed, reviewed and approved by the Department by **3 September 2021**.

B. The draft bye-law will be subject to a public consultation before it is finalised. As a result there may be a requirement for an additional period of consultation with the successful Consultant to assess the implications of any amendments to the text of the draft bye-law following the public consultation process. This extension to the Term will be in line with 1.3 of the RFQ, and should be costed separately (per diem) in the Pricing Schedule.

5. Outputs

The successful Consultant shall present an Appropriate Assessment of the draft bye-law which considers the implications for the sites concerned and provides the information required for the competent authority to base a decision on whether or not enacting the bye-law will adversely affect the integrity of the sites.

6. Format of Tender Price

The format of the tender price should allow for the easy comparison of tenders and should specify:

- Cost of the AA, to include all expenses incurred in delivery of the services. No additional expenses are payable under the contract.
- Cost inclusive and exclusive of VAT
- Costs for additional works based on day rate or other depending on the scope of work, include all expenses incurred in delivery of the services. No additional expenses are payable under the contract

Note: all documents or works resulting from any contract must be reviewed and accepted by the Department before payment is completed.

Appendix 2 – Pricing Schedule

	Name of Company:	€
1	Total Cost of the AA to include all costs associated with delivery of the services as set out at Appendix 1, Part 4A (including all expenses). Cost to be presented Ex VAT	
2	Total Per Diem rate for to include any additional work set out at Appendix 1, Part 4B (including all expenses). Cost to be presented Ex VAT	
	Total (1+2) Ex VAT for Evaluation Purposes	
	VAT Rate	
	Total including VAT	

Appendix 3 – Tenderers Statement

[Tenderers shall complete and return the following Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: The Department of the Environment, Climate and Communications (the Department)

RE: Invitation to Tender for the Supply of Professional Services for an Appropriate Assessment under Articles 6(3) of the EU Habitats Directive (92/43/EEC) on Special Areas Conservation (SAC) of a draft Bye-Law Designating Certain Waters as Salmonid Lakes

Having examined your Invitation to Tender (the "RFQ") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the 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 at Appendix 1 to the RFQ.
2. We accept all of the Terms and Conditions of the RFQ, the Contract and the Confidentiality Agreement and agree if awarded a Contract to execute the Contract and the Confidentiality Agreement at Appendix 4 to the RFQ.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFQ and shall, if awarded any Contract under the RFQ, have in place on the Effective Date of the Contract all insurances (if any) as required by paragraph 2.12 of the RFQ.
4. We agree to provide the Department with the Services in accordance with the RFQ and our Tender.
5. We agree that, if awarded any Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFQ.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.6 of the RFQ.
8. As required by paragraph 2.8 of the RFQ 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 Department and the Evaluation Team for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Department for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Department upon request.

SIGNED for and on behalf of the Tenderer

Date

(Authorised Signatory)

Appendix 4 – Draft Contract and Confidentiality Agreement

A copy of the draft Services Contract and Services Confidentiality Agreement can be downloaded from the OGP's website at:

<https://ogp.gov.ie/templates-2/>