

Final

**Department of Housing, Planning, Community & Local
Government
Newtown Road
Wexford**

Marine Planning and Foreshore Section

**Invitation to Tender for the Undertaking of a Marine
Litter Survey 2017**

Date of Issue: 30 November 2016

Closing Date for Queries 14 December 2016

**Closing date and time for receipt of Tenders: Wednesday 21 December
2016@ 12 Noon.**

1 Background

The Department of Housing, Planning, Community & Local Government (hereafter referred to as 'the Department') is seeking tenders for the conducting of a litter survey and the collection of the relevant data in a manner specified.

2 Overview of Requirements

2.1 Overall objective

The Department is required to undertake a Marine Litter Survey in 2017. This is required to be done as part of Ireland's commitments under the Marine Strategy Framework Directive (MSFD), the aim of which is to achieve 'good environmental status' (GES) by 2020. One of the MSFD's qualitative descriptors for GES is that '*properties and quantities of litter do not cause harm, to the coastal and marine environment*'.

For comparison purposes, four beaches have been continually monitored on four occasions *per annum* and form Ireland's contribution to the OSPAR programme. The litter survey is undertaken in accordance with OSPAR protocols.

2.2 Tasks and Deliverables

The successful tenderer (hereafter referred to as 'the Contractor') shall undertake beach litter monitoring surveys on behalf of the Department at the four beaches listed below. The monitoring shall be carried out at each of the four beaches on four separate occasions, one per quarter, over a 12 month period starting in **January 2017**. Monitoring shall be in accordance with the OSPAR methodology provided in attachments to this document and with the guidance provided in the 100 metre and 1 kilometre (km) protocols.

Beaches to be Monitored:

- **Co. Cork - Long Strand, Galley Head**
- **Co. Mayo - Silver strand, nr. Louisburg**
- **Co. Wexford - Carnsore (Carnsore point heading towards Kilmore Quay)**
- **Co. Louth - Beach just south of Clogherhead.**

Beach Coordinates

Beach	Position	Lat (Deg.min)	Long (Deg.min)	Easting	Northing
Long Beach	100m	51.553147	-8.956914	133677	33762

(IR1)	Start				
Long Beach (IR1)	100m End	51.553593	-8.958108	133595	33812
Long Beach (IR1)	1000m Start	51.552292	-8.955066	133804	33665
Long Beach (IR1)	1000m end	51.557621	-8.966423	133024	34268
Silver Strand (IR2)	100m Start	53.645853	-9.886083	75323	267863
Silver Strand (IR2)	100m End	53.646703	-9.886783	75279	267959
Silver Strand (IR2)	1000m Start	53.645853	-9.886083	75323	267863
Silver Strand (IR2)	1000m end	53.649351	-9.889008	75140	268257
Carnsore (IR3)	100m Start	52.192204	-6.348818	312964	105721
Carnsore (IR3)	100 end	52.19149	-6.347938	313026	105643
Carnsore (IR3)	1000m Start	52.19797	-6.347944	313009	106364
Carnsore (IR3)	1000m end	52.191372	-6.347414	313062	105631
Clogherhead (IR 4)	100m start	53.788747	-6.233992	316440	283563
Clogherhead (IR 4)	100m end	53.787983	-6.234845	316386	283476
Clogherhead (IR 4)	1000m start	53.789261	-6.231054	316633	283625
Clogherhead (IR 4)	1000m end	53.782415	-6.237161	316249	282853

–

Each beach survey shall have two parts:

- the first part shall consist of a comprehensive survey of a 100 metre stretch of the beach for **all litter items observed regardless of size;**
- and the second part shall consists of a survey of a 1km stretch of beach is surveyed in which only litter items greater than 50 centimetres in size are recorded.

On each subsequent survey of the beaches **the same stretches will be surveyed.**

Further details of the OSPAR methodology with which the surveys should be in compliance, are set out in the guidelines are attached to this document. To ensure that the OSPAR methodology is applied consistently, the successful tenderer must provide training to all surveyors.

Results shall be reported to the Department using the template provided. The template shall be completed in full and submitted within three weeks of the conclusion of each survey to

ensure that the reporting to OSPAR is timely. The completed beach questionnaire for each beach shall be submitted in digital format.

On the completion of the fourth survey, the successful tenderer shall provide an analysis of the data gathered over all four surveys and prepare a report of summarising the results, and provide a recommendation on possible future beach monitoring programmes.

Quality Assurance

In order to meet QA requirements of the MSFD monitoring programme the Department may carry out an audit of the survey to ensure compliance with the survey methodology. The successful tenderer shall submit a schedule of survey dates with their tender so that this audit process can be coordinated.

2.3 Continuance of Agreement:

The agreement for the provision of services as a contractor will commence upon both parties signing a contract, and terminate on the submission of the final survey data (i.e. the fourth survey results for all four beaches) and the report.

2.4 Obligations of the contractor:

- a) During the currency of the agreement the Contractor shall perform such reasonable duties and exercise such powers in relation to the business of the Department as may from time to time be assigned to him/her.
- b) The contractor shall exercise proper skill and diligence rendering these services to the Department.
- c) The contractor will abide by and conform to such directions as are given by the Department from time to time in relation to the service.
- d) The contractor may (without the consent of the Department) engage in any other business or act as Consultant, Advisor, Employee or in any other capacity whatsoever for any company, firm or business during the term of his/her appointment.

2.5 Status and Terms:

- a) During the subsistence of an agreement, the parties agree that the contractor shall be an independent contractor and not the servant of the Department.
- b) The Department shall pay to the Contractor an agreed sum by way of compensation for his/her services under this contract. 50% of this will be paid on the signing of contract, followed by 30 % on submission of the third set of results and the final 20% on submission of the final report.

- c) As an independent contractor, the contractor shall bear exclusive responsibility for the payment of Income Tax, PRSI contributions and levies on fees received in consideration of the services rendered under this agreement.
- d) 20% withholding tax will be deducted at source from the Contractors payment and remitted to the Revenue, if the Contractor is providing professional services.
- e) The contractor will be responsible for all VAT liabilities, if any due, in respect of fees received under this agreement.
- f) The contractor shall not be entitled to any holiday entitlement nor shall it be subject to the legislative code regarding employee's rights.
- g) The contractor shall be entitled to:
 - i. Delegate the performance of all or any part of the services to be provided hereunder to any employee or subcontractor (with the prior written agreement of the Department) and
 - ii. To form a company controlled by the Contractor for the purposes or rendering the service due under this agreement.

2.6 Confidentiality:

The Contractor shall not (except in the proper performance of his/her duties hereunder) during the course of this agreement, or at any time afterwards, divulge to any person whomsoever, and shall use his/her best endeavours to prevent the publication or disclosure of any trade secret or other confidential information concerning the business, finances, dealings, transactions or affairs of the Department, or its staff coming to his/her knowledge in the course of his/her activities as a Contractor.

2.7 Termination:

The agreement may be terminated by the Department immediately in writing:

- a) if the Contractor shall become of unsound mind;
- b) if the contractor shall have committed any serious breach or repeated or continued (after warning) material breach of his obligations hereunder or shall have been guilty of conduct tending to bring him or herself or the Department into disrepute;
- c) if the performance of his/her duties hereunder is not satisfactory in the opinion of the Department; or
- d) if funding of the project shall cease.

2.8 Indemnity:

The contractor shall indemnify and keep indemnified the Department, its servants and agents, against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any damage to persons or property brought, made or awarded against, or incurred by (as the case may be) them or any of them, arising from the work being carried out by the contractor under this contract, except to the extent that such damage arises due to any negligent act or omission of the Department, its servants or agents.

2.9 Insurance:

The contractor shall ensure that he is adequately insured on normal and customary terms against the risks which may arise or be occasioned by the work to be carried out and in particular, shall ensure that such insurance includes (without limitation) public liability insurance with an adequate limit having regard to the nature and extent of such work. The contractor undertakes to furnish the Department upon request with copies of all such insurance policies together with evidence that all associated premiums have been duly paid up to date.

2.10 Arbitration:

Any dispute or difference which arises or occurs between the parties in relation to any matter in connection with an agreement shall be referred to arbitration under the Arbitration rules of the Chartered Institute of Arbitrators - Irish Branch whose decision in relation to matter shall be binding.

2.11 Freedom of Information:

The Department undertakes to use its best endeavours to hold confidential, any information provided by the Contractor in this contract subject to the Department's obligations under law, including the Freedom of Information Act. Should the contractor wish that any of the information supplied under this contract not be disclosed because of its sensitivity, this should be identified and the reasons for its sensitivity should be specified at the time of the provision of the information. The Department will consult with contractors about this sensitive information before making a decision on any Freedom of Information request received.

As required under Freedom of Information any records held in relation to this contract should be retained for a period of 2 years. Should a request be received under Freedom of Information in respect of this contract information contained in these records may be released to the requestor.

3. Tender Submission Requirements

Proposals **MUST** contain the following:

- A short proposal describing the tenderer's understanding of the brief and the important aspects of the work.
- A work programme setting out how the work will be organised, managed and delivered based on section 2.2 (Tasks and Deliverables) and providing an indicative timeframe and estimated cost for each task.
- The tender amount shall be in Euro (€) and shall include all expenses and all other costs proposed to be incurred by the tenderer. Suitable cost headings should be provided, e.g. staff, travel, outlay, etc. **All aspects of the tender sum calculation shall be obvious, transparent and accounted for.**
- The VAT rate and amount applicable should also be indicated
- Details of current **Tax Clearance Certificate**
- **Conflict of interest:** Any registerable interest involving the contractor and the Department, its staff or their relatives must be fully disclosed in the response to this Invitation to Tender, or should be communicated to the Department immediately upon such information becoming known to the contractor. In any case, such information must be made available prior to the award of the contract. The terms "registrable interest" and "relative" shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose an interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light. Any other conflicts of interest which arise must also be fully disclosed to the Department.
- Any other relevant information such as proposed invoicing arrangements.

Sealed tender proposals clearly marked “**Tender for Marine Litter Contract 2017**” should be submitted in triplicate to:

*Philip Donovan,
Marine Planning and Foreshore Section,
Department of Housing, Planning, Community & Local
Government,
Newtown Road
Wexford.*

No later than 12 o'clock Midday Wednesday 21 December 2016. Tenders received after that time will not be considered. Tenders submitted by e-mail or fax will not be accepted.

The submitted tender shall include **all specified information**, the **Form of Tender**, a signed **Declaration** and **Schedules 1 and 2** completed with the relevant details.

4. Tender Queries

Tenders must be submitted in accordance with the **Tender Submission Requirements** and **General Terms and Conditions of Tender** below.

No queries will be entertained within one week of the deadline for submission of tenders. Any material responses provided by the Department will be made available to all participating tenderers, with related queries remaining unattributed.

Any queries with regard to this tender should be made to both of the following:

- Philip Donovan email philip.donovan@housing.gov.ie
- Conall O'Connor email conall.oconnor@housing.gov.ie

Every effort has been made to ensure that this documentation contains all the necessary information for completion of tenders. However, in the interests of equity, requests for additional information, clarification on the content of this document and all other queries of substance (other than in relation to purely factual or procedural matters) must be made in writing or by email. Any additional information elicited will be made available to all potential tenderers who have obtained a copy of this document from the Department.

5. Further Information

5.1 Award Criteria

Tenders that contain the required information in **3** above will be evaluated on the basis of the criteria below. Weighted criteria will be applied.

Tenders will be examined initially by reference to the completeness of proposals and tender documentation as specified. Only those tenders who satisfy conditions in relation to the above will be eligible for inclusion in the evaluation process.

During the evaluation period clarification may be sought in writing from tenderers. Responses to requests for clarification may not materially change any of the elements of the tenders submitted. No unsolicited communications from tenderers will be entertained during the evaluation period

The contract will be awarded on the basis of the most economically advantageous proposal taking account of the criteria underneath. The Department is not bound to accept such or any specific tender.

5.2 Selection Criteria

Proposals will be selected based on the following criteria.

Criteria	Weighting
The merits of proposal including demonstrating an understanding of the brief	30%
Proven skills, knowledge and expertise in undertaking similar surveys	30%
Proven IT and data transfer capability	10%
The tender amount (in €, inclusive and exclusive of VAT)	30%

NB: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the Department to assess fully the extent of their offers.

Tenderers should note that they must achieve a minimum rating of 50% of the total marks available for each of the individual qualitative criteria in order to avoid elimination from the competition.

Short-listed candidates may be required to make a presentation or attend a short interview. Please note the following:

- (a) Any terms and conditions in the tender documentation does not imply acceptance by Department
- (b) The Department may cancel the tender process at any time prior to a contract being entered into.

6 General Terms and Conditions of Tender

- (a) The successful litter survey contractor will report to Conall O'Connor, Department of Environment, Community and Local Government, or to any other nominated officer as directed.

- (b) The Department will not be liable for any costs incurred by individuals or entities in preparing tenders or costs incurred in preparing subsequent documentation, responses or presentations of representation at same.
- (c) The tender response as submitted and this Request for Tenders (RFT) will form the basis of a contract for services to be agreed between the Department and the successful tenderer.
- (d) Payment for services covered by this invitation to tender will be on foot of appropriate invoices, which will be based on agreed deliverables. Invoicing arrangements will be agreed with the successful service provider, following the award of contract. A contract entered into on foot of this Request for Tender is subject to the Prompt Payments of Accounts Act.
- (e) The Department aims to pay for all goods and services within 15 days of receipt of a valid invoice in the **Marine Planning and Foreshore Section** or the delivery date of the goods / services, whichever is the later.
- (f) The Department reserves the right to update or alter any information contained in this document at any time. Tenderers are required to draw the attention of the Department as soon as possible to any change in circumstances arising after the submission of a tender proposal and prior to the award of the contract which could reasonably be expected to be relevant to the award of this contract.
- (g) The Department will remain the sole owner of all materials produced during the course of this contract.
- (h) Tenderers should be aware that national legislation applies such as National Archives, Official Secrets, Data Protection and **Health and Safety**.
- (i) Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing tenders .
- (j) Information supplied by tenderers will be treated as contractually binding. However, the Department reserves the right to seek clarification or verification of any such information.
- (k) Before a contract is awarded the successful tenderer will be required to promptly produce a current Tax Clearance Certificate. Payments will be subject to Professional Services Withholding Tax.
- (l) The Department retains the right to withhold payment where a contractor has failed to meet his/her contractual obligations in relation to the delivery of services to an acceptable level of quality.

- (m) Responses to this RFT will be evaluated in their own right. No recognition will be given to information previously submitted.
- (n) The Department is not bound to accept the lowest or any tender submitted.
- (o) Submitters who supply false or misleading information, particularly about similar work carried out or reference sites will automatically be disqualified from this competition.
- (p) **The successful tenderer will be expected to be compliant with all relevant legislation including Health and Safety in the Workplace law**

SCHEDULE 2 SCHEDULE OF RATES

Personnel rates

PROJECT MANAGER

<u>Name</u>	<u>Rate (excluding VAT)</u>
.....	..... per day

PROJECT STAFF (add rows as necessary)

<u>Name</u>	<u>Rate (excluding VAT)</u>
.....	..... per day
.....	..... per day
.....	..... per day
.....	..... per day
.....	..... per day
.....	..... per day
.....	..... per day
.....	..... per day
.....	..... per day
.....	..... per day

Expenses rates (add rows to table as necessary)

1. Item (Please be specific)	2. Unit Rate	3. Quantity	4. Total Rate (i.e. Unit x Quantity)

(Columns 1 and 2 must be completed here. Columns 3 and 4 may alternatively be presented in the overall budget. In any event, this level of breakdown of proposed expenses is required).

FORM OF TENDER

**TO: Philip Donovan,
Marine Planning and Foreshore Section,
Department of Housing, Planning, Community & Local Government,
Newtown Road,
Wexford,
County Wexford**

CONTRACT TITLE: Marine Litter Contract, 2017

Having examined the specification for this contract as set out in your communication of we offer to complete the services in compliance with the specification for the sum of (€-euro) (**exclusive** of VAT). The amount of VAT applicable to this contract will be (€-euro)

Signed:

Company/Firm:

Address:

.....

.....

Date:

Company Seal:
(if applicable)

DECLARATION

THIS DECLARATION, DULY COMPLETED, MUST BE SUBMITTED BY ALL CANDIDATES

Name of Tenderer: _____

Address: _____

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court, or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.

Yes [] No []

The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.

Yes [] No []

The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement, which has the force of res judicata, or been guilty of grave professional misconduct in the course of their business.

Yes [] No []

The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located.

Yes [] No []

The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.

Yes [] No []

The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.

Yes [] No []

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CANDIDATE'S ORGANISATION: I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

SIGNATURE: _____

DATE: _____

NAME: _____

TEL: _____

POSITION: _____

FAX _____