



***Operational and administrative services to support the EPA's implementation of  
Producer Responsibility Initiatives***

***SPCP-2016-30***

Please note that all information relating to this tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal ([www.etenders.gov.ie](http://www.etenders.gov.ie)) only. Registration is free of charge and there is no charge for documents. The Environmental Protection Agency will not accept responsibility for information relayed (or not relayed) via third parties.

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## Tender Checklist

Please ensure that the following required documents are included with your tender:

- **Information and Documents required for Eligibility Criteria (Section 5.1)** 
  - Evidence of Turnover
  - Evidence of Insurances
  - Tax Clearance Certificate
  
- **Information responding to each of the Award Criteria (Section 5.2)**
- **Form of Tender (Appendix 1), completed and signed**
- **Detailed Breakdown of Tender Costs (Appendix 1A)**
- **Declaration of Bona Fides (Appendix 2), completed and signed**
- **Statutory Obligations Declaration (Appendix 3)**
- **Conflict of Interest Declaration (Appendix 4)**
- **Contact Details for Referees (Appendix 5)**
- **Self-Declaration Regarding Eligibility under Economic and Financial Capacity (Appendix 7)**

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

## **Invitation to Tender and Terms of Reference for operational and administrative services to support the EPA's implementation of Producer Responsibility Initiatives**

### **1. Background**

The Environmental Protection Agency (EPA) is an independent public body established under the Environmental Protection Agency Act 1992. Its sponsor in Government is the Department of the Environment, Community and Local Government. The Agency has a wide range of statutory duties and powers under the Environmental Protection Agency Act 1992 as amended, the Waste Management Act 1996 as amended, and other national and EU legislation. Further information on the EPA can be obtained from the Agency's website at [www.epa.ie](http://www.epa.ie).

The Office of Environmental Sustainability (OES) within the EPA is comprised of two main Programmes, the Environmental Licensing Programme and The Sustainable Consumption and Production Programme. This office has a wide remit, which includes decisions regarding the authorisation of industrial and Local Authority activities, Emissions Trading; Resource Efficiency; Registry, Inventories & Projections; and Chemicals & Producer Responsibility.

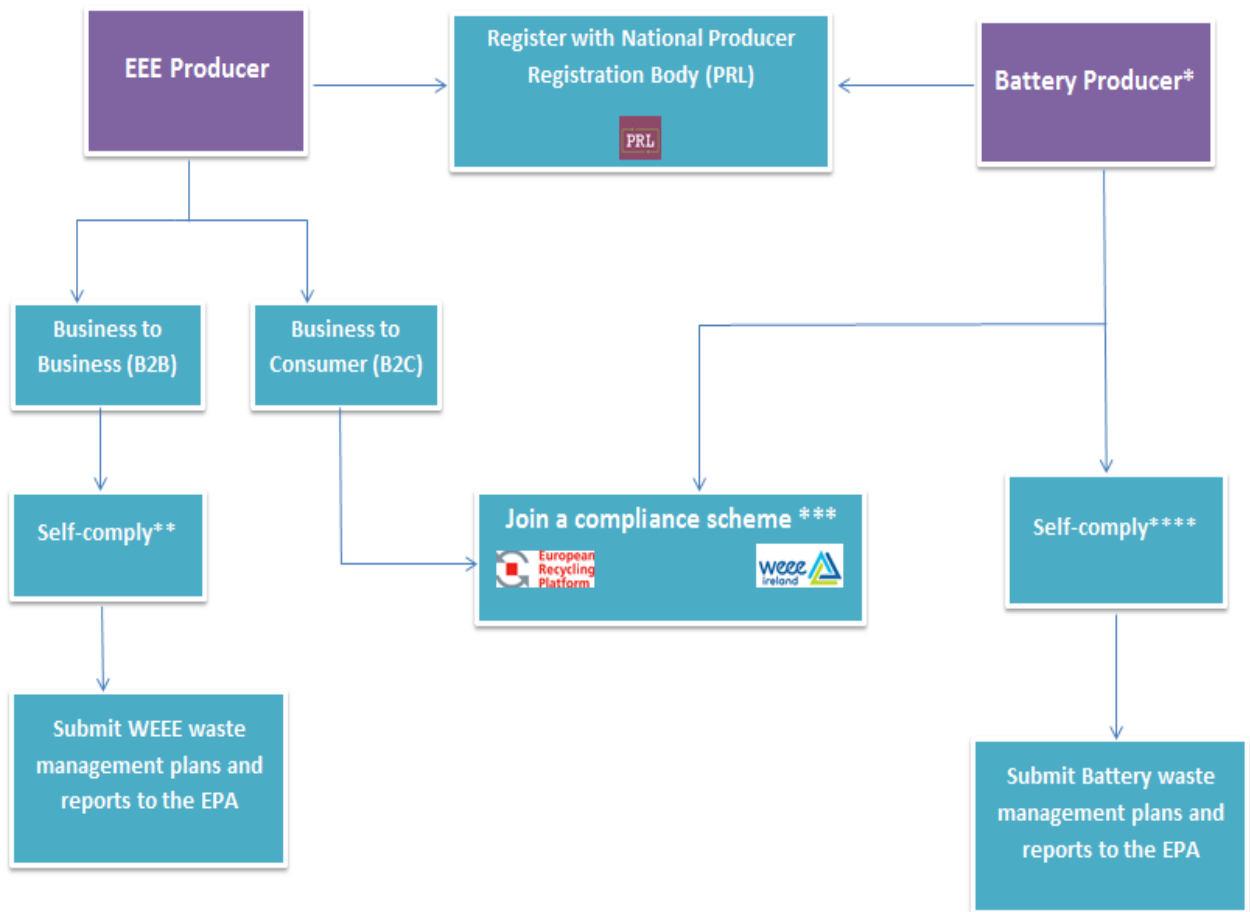
The Emissions Trading, Chemicals and Producer Responsibility team in the Office of Environmental Sustainability is responsible for the enforcement and implementation of certain producer responsibility initiatives (PRIs), including, *inter alia*, those dealing with Waste Electrical and Electronic Equipment (WEEE) and waste Batteries, in accordance with the European Union (Waste Electrical and Electronic Equipment) Regulations 2014 (S.I. No. 149 of 2014), and the European Union (Batteries and Accumulators) Regulations 2014 (S.I. No. 283 of 2014), (as amended) respectively.

The majority of the obligations set out in the respective regulations fall to the producers of Electrical and Electronic Equipment (EEE) and batteries, i.e. manufacturers and/or importers of those products. All producers of EEE and/or batteries must register with the national producer registration body, Producer Register Limited (PRL) and report the quantity of relevant products placed on the market on a monthly basis.

Producers of EEE are divided between those that supply products to private households (B2C) and those that supply to users other than private households, referred to as business-to-business (B2B) producers. There is no such distinction relating to producers of batteries. The compliance options available to EEE and battery producers are summarised in Figure 1 below.

### **2. Context for Tender**

The EPA intends to appoint, as a result of this Invitation to Tender, a contractor to provide on-site support to EPA staff with implementation of the national producer responsibility initiatives for WEEE and Batteries including general enforcement of the relevant aspects of the associated regulations. The contractor may also be assigned to other tasks in relation to these or other producer responsibility initiatives. The successful tenderer will be appointed to provide the EPA with these services for 2 years (with an optional additional 1 year subject to satisfactory performance and available budget). The contractor will be based in EPA Offices in Cork.



\*There is no distinction between B2B and B2C for producers of batteries.

\*\*There is no compliance scheme option available at present for B2B producers of EEE.

\*\*\*All B2C producers (to date) have opted to join with a compliance scheme, although self-compliance is an option for B2C producers.

\*\*\*\* Where a battery producer is also a self-complying B2B EEE producer, it may still choose to join a compliance scheme for the battery element of its business.

Figure 1: Summary of compliance options for WEEE and Battery producers

### **3. Invitation to tender**

The Office of Environmental Sustainability within the EPA is using the Open procedure for this tender, which means that any interested party can submit a tender. Valid tenders submitted in accordance with the Instructions to Tenderers and received before the stated deadline will be assessed on the basis of the eligibility and award criteria set out in Section 5. Tenderers are requested to review this document in detail and ensure that they have addressed all of the relevant requirements in their tender.

### **4. Specification**

#### **4.1 Specification of Requirements**

The contracted person will be required to provide technical and administrative support to the Producer Responsibility (PR) team at EPA Offices in Cork. The contractor will be expected to start in early July 2016 and work between the hours of 0900 and 1730, Monday to Friday. The contract will be for an initial 24 months with potential to extend to 36 months subject to satisfactory performance and budgetary approval. The tender proposal costing should be made on the basis of providing services on this basis.

The EPA may wish to interview any potential candidates.

#### **4.2 Tasks of the contract**

Key duties and deliverables will include:

- The provision of 440 contracted service days within a period of 24 calendar months from signing of the contract
- Audits of EEE and battery producers and follow-up of audit reports.
- Inspections of retailers and distributors in co-operation with local authorities.
- Inspection of distance (online) sellers of EEE/batteries.
- Assistance with the assessment of self-complying producers waste management plans and reports. Follow up of non-compliant waste management plans and reports.
- Production (where required) of summary reports of findings of audits and inspections.
- Investigating complaints from the public and from the PRL in relation to reported non-compliances.
- Dealing with queries from the public and stakeholders.
- Maintenance of associated records, files, statistics and databases.
- Tracking of all relevant correspondence and enforcement as appropriate on EPA's internal systems.
- Provision of support to EPA for designated enforcement functions, including: issuing of correspondence (e.g. directions, fixed payment notices etc.) and preparation of court files for prosecution where required.
- Attendance at meetings with stakeholders where required.
- Maintenance and updating of EPA website pages and EPA guidance documents.
- Other relevant tasks as the EPA may determine during the contract.

The following skills are essential:

- Excellent communication (verbal and written) skills, with a high standard of English.
- Excellent interpersonal skills.
- Excellent organisational skills.
- Good IT skills.

- Demonstrable familiarity with relevant Irish and European environmental policy and legislation.

The following profile would be expected of the successful tenderer:

Graduate in Science or Engineering with 2-3 years post-qualification experience. Experience and/or knowledge in environmental and regulatory matters (particularly waste and Producer Responsibility Initiatives) would be advantageous. The EPA may wish to interview any potential candidates.

#### **4.3 Resources Available from EPA**

The successful tenderer will work alongside the PR team members for the duration of the contract. The EPA will make relevant documentation that it has in its possession available to the successful tenderer. In addition staff in the Office of Environmental Sustainability will be available for meetings and to provide information to the contractor where appropriate.

The successful tenderer will also have access to the necessary IT systems and, following training, will be required to use them in their daily tasks.

#### **4.4 Monitoring of Contract**

A contact point will be appointed at the start of the contract to monitor progress, guide the work and to comment on the quality of the work and timeliness of the deliverables.

The successful tender organisation will be required to operate from the Cork Regional Inspectorate for the duration of the contract. Therefore, the work will be carried out and monitored on a continuous basis in close collaboration with the contact point and other EPA staff in the PR team.

Monitoring will include weekly progress meetings. Due to the nature of the work ad-hoc meetings as the needs arise and during critical work periods may be necessary.

#### **4.5 Completion of Work**

The overall contracted work must be completed within 2 years of the date of award of the contract (or within 3 years if the optional extra year is added to the contract).

#### **4.7 Terms and Conditions of Contract**

The awarded contract will be subject to the EPA's Terms and Conditions of Contract, a copy of which is set out in Appendix 6.

Tenderers are required to familiarise themselves with these conditions and to indicate their acceptance of these within their tender. Any reservations or queries with regard to these terms and conditions should be raised during the tender period by submitting a query in the manner set out in Section 6.2.

#### **4.8 Cancellation of the tender procedure**

Please note that the EPA is not obliged to award any contract on foot of this tender request. The EPA reserves the right to cancel the procedure at any time, including where funding for the project or approval of the competent authorities is not forthcoming.



## 5. Assessment of Tenders

### 5.1 Eligibility Criteria

The EPA is using the Open procedure for the establishment of this contract, therefore, while all interested parties may submit a tender, only those demonstrating the required level of financial and technical capacity will have their tender considered. In order to demonstrate eligibility, tenderers are required to provide the information set out below.

#### A. **Turnover for your organisation in respect of the past 3 financial years or alternatively, if the date of establishment was more recent, information on turnover available on a pro-rata basis**

*Rule:* Tenderers must provide objective evidence of turnover for the last 3 financial years. If a candidate is unable to provide this information, they can instead submit alternative evidence to satisfy the EPA that they have adequate financial viability and capacity to deliver the services required.

#### B. **Provide evidence of Public and, as appropriate, Employers liability insurance cover**

*Rule:* Tenderers are required to submit with their proposals a letter from their insurance company or broker confirming cover, alternatively, that such cover will be put in place if a contract is established with the tenderer in question. See Appendix 7.

#### C. **Provide a current valid tax clearance certificate from the Irish Revenue Commissioners**

*Rule:* Tenderers must provide evidence of a current and valid tax clearance certificate or, alternatively, evidence that they have applied for it. It is stressed that the establishment of this contract will be conditional on the production and maintenance of a valid tax clearance certificate.

NOTE: If Tenderers do not have the evidence requested under **(a) – (c) above only** at the time of submitting their tender proposal, they can instead in the interim complete the **Self-Declaration contained in Appendix 7**. However, prior to the establishment of the contract, the EPA will request relevant evidence in full within 3 working days of receipt of its request. If the evidence required is not provided by the deadline date, then the tenderer in question will be eliminated. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

#### D. **Tenderer's Organisation and Structure**

Please provide the following information:

- Name or Company name, address and contact details for individual responsible for this tender.
- Outline of Technical Resources available within the organisation which are relevant for delivery of the contract.
- Outline of details of the proposed contractor (e.g. must be a graduate in Science or Engineering with a minimum of 2-3 years post-qualification experience) and demonstration of relevant experience in environmental and regulatory matters.

- Details of health and safety policy and statement. Rule: Tenderers must demonstrate that they have adequate and appropriate resources at their disposal to deliver a contract of this nature.

**E. Declaration of Bona Fides**

*Rule:* Tenderers must complete and sign the Declaration of Bona Fides. Please refer to Appendix 2 of this document.

**F. Statutory Obligations Declaration**

*Rule:* Tenderers must complete and sign the Statutory Obligations Declaration. Please refer to Appendix 3 of this document

**G. Conflict of Interest Declaration**

*Rule:* Tenderers must complete and sign the Conflict of Interest Declaration. Please refer to Appendix 4 of this document.

**Tenderers are asked to demonstrate their eligibility (i.e. their financial and technical capacity) by responding to all the information requested above. In addition, Tenderers must ensure that they have completed and signed the Declaration of Bona Fides. Failure to supply the required information may result in elimination from detailed tender evaluation.**

**H. Previous Similar Contracts/Work experience**

Please provide details of previous contracts (or alternatively relevant work experience) successfully delivered by you/your organisation which are similar in nature and scope to those specified and required under this tender document.

The details to include:

- Client name
- Dates of Contract (Start/End)
- Value of Contract (€)
- Nature and description of work done
- Please describe similarity to EPA's requirements, if any

*Rule:* Tenderers must demonstrate that they have acquired the necessary expertise by providing details in relation to previous contracts of a similar nature and scope.  
*Appropriate work experience may also be acceptable.*

**Tenderers are asked to demonstrate their financial and technical capacity by responding to all the information requested above. In addition, Tenderers must ensure that they have completed and signed the Declaration of Bona Fides. Failure to supply the required information may result in elimination from detailed tender evaluation.**

**5.2 Award Criteria**

Only tenders that are valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient

relevant information to allow their tenders to be assessed under each of the award criterion set out below.

Prior to formal award of contract, tenderers may be invited to attend a clarification meeting.

Evaluation of tenders and award of contract will be on the basis of the **most economically advantageous tender** that applies the following criteria, weightings and minimum requirements.

	<b>Criterion</b>	<b>Weighting</b>	<b>Maximum Points</b>	<b>Minimum Required</b>
<b>(A)</b>	Demonstration of the knowledge, skills and expertise necessary to carry out the services required in this tender.	30%	<b>300</b>	<b>180</b>
<b>(B)</b>	Availability of specified personnel, continuity and consistency of supply including local presence.	20%	<b>200</b>	<b>120</b>
<b>(C)</b>	Quality and experience of resources offered to perform the project requirements.	25%	<b>250</b>	<b>150</b>
<b>(D)</b>	Ultimate cost - quotation amount (in €, excluding Vat) for completing the Contract as provided in the Form of Tender in Appendix 1.	25%	<b>250</b>	<b>N/A</b>
	<b>Total</b>	<b>100%</b>	<b>1000</b>	

In relation to minimum score required - Tenderers should note that they must achieve a minimum rating of “good” or 60% for each of the individual qualitative criteria (A) – (C) inclusive in order to avoid elimination from the competition.

### **5.3 Explanation of Award Criteria**

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated below.

#### **Criterion (A) - Demonstration of understanding of the knowledge, skills and expertise necessary to carry out the services required**

Tenderers are required to demonstrate their understanding of, and expertise in, the type of work services required (to include enforcement operations, administration, communication and the provision of customer service).

#### **Criterion (B) - Availability of specified personnel, continuity and consistency of supply including local presence.**

Tenderers will be required to satisfy the contracting authority that they are available to the EPA to perform the project requirements. The tenderer is requested to demonstrate the availability of

personnel to deliver elements of the work programme with the PR team at the EPA Regional Inspectorate in Inniscarra, Co. Cork.

**Criterion (C) – Quality and experience of resources offered to perform the project requirements.**

Tenderers will be required to satisfy the EPA that their proposal demonstrates an understanding of the project work and its deliverables as specified in Section 4 and that they possess the necessary experience and expertise to provide the required services.

**Criterion (D) – Ultimate cost**

Tenderers must complete the Form of Tender attached in **Appendix 1** indicating details of the cost and return this with their signed tender submission. The evaluation of cost will be based on an evaluation of the daily rate (ex VAT) for one on site contractor. Please note that it is expected as a minimum that the contractor will be based on site (at EPA Offices, Cork) for 5 days per week (37.5 Hours per week) over the two year period and all associated costs should be included in the daily rate.

Rate of expenses (e.g. for travel and subsistence) associated with the delivery of certain contracted services such as carrying out audits and/or inspections should be provided separately in **Table 2 of Appendix 1A. This is for information only** and will not form part of the ultimate cost for evaluation purposes.

The maximum score (250 marks) will be given to the lowest valid tender **which also meets all of the minimum requirements of the qualitative award criteria.** Each other valid and responsive tender (n) will be scored using the formula:

$$\text{Ultimate Cost score for (n)} = \frac{250 \times \text{Lowest Ultimate Cost}}{\text{Ultimate cost of (n)}}$$

**NB: Only those tenders which meet the minimum required score (60%) in respect of each of the qualitative award criteria (A-C) will be eligible for consideration in respect of Ultimate Cost.**

## **6. Instructions to Tenderers**

### **6.1 Submission of Tenders**

It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. **Late, faxed or e-mailed tenders will not be considered.**

The EPA is using the Tender Postbox facility on eTenders for submission of tenders. All tender documentation must be uploaded in accordance with the instructions provided on eTenders, prior to the deadline of **26/05/2016 at 16:00 hrs.**

**Please note that the maximum allowable size for individual files uploaded via eTenders is 2 MB. It is important to leave sufficient time for upload of documents prior to the deadline as it is not possible to upload any material after this time.**

### **6.2 Queries**

All queries regarding this tender should be submitted to the Tender Postbox via eTenders. The closing date for receipt of queries is **19/05/2016 at 16:00 hrs.**

Queries should be in question format and submitted to the Tender Postbox via eTenders. In order to ensure that no party has an unfair advantage over another, responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site.

For the purpose of circulating responses queries may be edited to avoid disclosing the identity of the person making the query. Any sensitive information included in the query should be clearly indicated as such.

### **6.3 Sufficiency & Accuracy of Tender**

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

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

While tenderers are requested to ensure they have included all of the information requested as part of this tender, it should be noted that excess documentation impedes the evaluation process and should not be submitted. Tenderers are requested to keep the total documentation submitted to fewer than 35 pages of printed material.

### **6.4 Tender Documents - Ambiguity, Discrepancy, Error, Omission**

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender please submit your query to the Tender Postbox via eTenders as soon as possible.

Tenderers shall immediately notify the EPA should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The EPA will, upon receipt of such

notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

### **6.5 Qualification of Tenders and Referential Bids**

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

### **6.6 Extension of Tender Period**

The EPA reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders before the original closing date.

### **6.7 Modifications to Tenders prior to the Closing Date for Receipt of Tenders**

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided that they are submitted through e-tenders before the closing date for receipt of tenders and are clearly marked as part of the tender. Any modifications received after the closing time for receipt of tenders will not be considered.

### **6.8 Form of Tender**

Tenderers are required to complete, sign and return the Form of Tender set out in Appendix 1. Failure to sign the Form of Tender or to complete it in the required format may result in rejection of the tender.

### **6.9 Cost of Preparation of Tender**

The EPA will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their proposals.

### **6.10 Tender Validity Period**

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, commencing on the closing date by which the Tenders are to be returned.

### **6.11 Currency**

The currency and invoices in which all prices and rates shall be tendered, and in which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT.

### **6.12 Confidentiality**

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

### **6.13 Conflict of Interest**

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the EPA. Any registrable interest involving the tenderer and the EPA or employees of the EPA or their relatives must be fully disclosed in the tender submission or should be communicated to the EPA immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

**Tenderers are required to complete and sign the Conflict of Interest Declaration contained in Appendix 4.**

### **6.14 Freedom of Information Act**

All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

*Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The EPA cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the EPA's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. The EPA accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.*

### **6.15 Tax Clearance Certificate**

It will be a condition of award of contract that the successful tenderer(s) can promptly produce a current valid Tax Clearance Certificate as issued by the Irish Revenue Commissioners (if not already submitted to the EPA). This tax clearance status must be maintained throughout the lifetime of the contract.

Please refer to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: [nonrestaxclearance@revenue.ie](mailto:nonrestaxclearance@revenue.ie).

### **6.16 Irish Legislation and Law**

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing tenders and in delivering contracts awarded to them.

The contract[s] awarded on foot of this tender process will be governed by Irish law.

**Tenderers are required to complete and sign the Statutory Obligations Declaration contained in Appendix 3.**

**6.17 Clarification of Tenders**

To assist in the examination and comparison of tenders, the EPA may ask tenderers for clarification of their tenders, including breakdowns of unit prices. No change in the price or substance of the tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the EPA.

**6.18 Correction of Errors**

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors:

- (a) Where there is a discrepancy between the hard copy and the electronic copy of the tender, the hard copy will take precedence.
- (b) Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- (c) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless, in the opinion of the EPA, there is a gross mathematical error in the unit price, in which event the total amount as quoted will govern.

The amount stated in the tender form will be adjusted by the EPA in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer who does not accept the correction of their tender as outlined may have their tender rejected.

**6.19 Change in the Composition of a Tender**

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

**6.20 Interference and Inducement to Purchase**

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract will result in their tender being rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

**6.21 Notification of Tender Evaluations**

All tenderers will be informed following tender evaluation of the outcome of their proposals and of any necessary clarifications. Potential outcomes can be:

- a) Letter of Intent of award of contract.
- b) Letter of Regret.

The letters referred to in (a) and (b) above shall be issued at the same time.



## **6.22 Award of Contract**

The EPA will undertake not to award the contract for a period of at least 7 calendar days after the notification referred to at 6.21 above. This is called the "Standstill Period".

## **6.23 Payment**

A schedule of payments will be agreed with the successful tenderer. The EPA operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the EPA is normally Electronic Funds Transfer.

## **6.24 Intellectual Property**

The Contracting Authority retains the sole right to the provision of the programme and all future iterations of the programme or of similar programmes. The programme(s) will become and remain the property of the Contracting Authority and the future utilisation and development of the programme will likewise be a matter for the Contracting Authority.

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to meet the requirement(s) with more than one service provider.

## **6.25 Award to Runner-Up**

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful tenderer has not met its obligations, the Contracting Authority 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 Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

Should the Contracting Authority deem that the tenders do not meet its criteria in its entirety, it reserves the right to not award the contract to any one tenderer and has sole discretion to enter into discussions regarding potential partnerships/collaboration between parties.

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

## **6.26 Environmental Aspects**

EPA is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

## **6.27 Accessibility**

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders/quotations where applicable. Under Section 27 of the Act the EPA is required to

ensure that both the goods supplied and services provided to it are accessible to persons with disabilities.

The EPA as an employer is committed to a policy of equality of opportunity for all staff. Staff with disabilities are offered the same access to training and services as other staff. Measures must be taken by the tenderer to ensure that staff with disabilities are not inhibited from availing of such opportunities by problems of physical or sensory access to training, services & relevant materials.

#### **6.28 Knowledge and Skills Transfer**

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the tender/tenderer's staff to EPA staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

#### **6.29 Collusive Tendering**

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such Tendering Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

**Appendix 1 – Form of Tender**

**THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.**

**To:** The Environmental Protection Agency

**From:** \_\_\_\_\_

1. I/We have examined the tender documentation and hereby offer to provide the Services in accordance with the Tender Documents and the attached Detailed Breakdown of Charges and Expenses.

FEE	Daily rate proposed (excluding VAT)
Proposed daily rate for delivery of the Contract, as outlined in this tender document, located in EPA Offices, Cork	€

This offer will remain open for acceptance by you for a period of **12 months** from the closing date for receipt of tenders.

2. We acknowledge that you are not obliged to accept the lowest or any offer and that this contract award procedure may be cancelled by you.
3. We undertake to perform and complete the Services in accordance with the terms and conditions of the tender specification.
4. We acknowledge that all costs and expenses incurred by us in producing and submitting this offer will be borne by us in full.
5. We undertake to treat the details of this contract as private and confidential. We acknowledge that no part of these documents may be transmitted by us to a third party.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name in Capital Letters: \_\_\_\_\_

On behalf of: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

***\*\*Failure to sign this Form of Tender will invalidate the offer\*\****

**Appendix 1A – Detailed breakdown of charges and expenses**

Tenderers are advised that the following charges and rates will be fixed for the duration of the period of the contract as the maximum rates chargeable to the Contracting Authority for the work described.

**Table 1**

Name of contractor	Title / Expertise and Role	Cost for 24 months (i.e. 440 days @ daily rate with 220 days/annum)

**The tender will be scored on the basis of the cost for 440 days of contracted work at the proposed daily rate.**

**Table 2**

Details of Expenses	
Item	Rate (Excl. VAT)
Travel rate (cost per kilometre)	
Subsistence (e.g. overnight accommodation)	
Other	
<p><b>Expenses, where incurred, and agreed in advance (while away from contract base on duties connected with the services contracted) will be reimbursed but they will be capped in accordance with the Department of Finance current travel and subsistence rates.</b></p>	

## Appendix 2 – Declaration of Bona Fides

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

<b>Name of Tenderer:</b>	
<b>Address:</b>	

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

No.	QUESTION	YES	NO
		Please ✓	
1.	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.		
2.	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.		
3.	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.		
4.	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.		
5.	The Tenderer, a Director or Partner has been found guilty of fraud.		
6.	The Tenderer, a Director or Partner has been found guilty of money laundering.		
7.	The Tenderer, a Director or Partner has been found guilty of corruption.		
8.	The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.		
9.	The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.		
10.	The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.		

**THIS FORM MUST BE COMPLETED AND SIGNED BY AN AUTHORISED OFFICER OF THE TENDERER'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 this and future tenders.

<b>Signature</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Telephone</b>		<b>Email</b>	

### Appendix 3 – Statutory Obligations Declaration

**To: Environmental Protection Agency**

**Tender for: Operational and administrative services to support the EPA's implementation of Producer Responsibility Initiatives**

I/We, \_\_\_\_\_,

confirm that:

- a) I/We are fully compliant with the minimum terms and conditions of the Employment Regulation Order of the Irish Labour Court, with the Working Time Directive and with all other relevant employment legislation, as well as all relevant Health & Safety Regulations.

AND

- b) I/We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.

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.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Date: \_\_\_\_\_

#### Appendix 4 – Conflict of Interest Declaration

Tenderers must declare any actual, apparent or potential conflict of interest of which they are currently aware in relation to the subject matter of this tender.

A conflict of interest includes any factor or relationship which could affect the ability of your organisation, its agents, employees or subcontractors to deliver the requirements as specified and for the benefit of the EPA, whether arising through personal interest, current or prospective contractual obligations or any other activity or association.

I, \_\_\_\_\_  
(insert full name)

of, \_\_\_\_\_  
(insert organisation name)

am currently aware of an actual, apparent or potential conflict of interest with regard to this contract on the part of myself or any employee of the tendering organisation:

Yes/No	<input type="checkbox"/>
--------	--------------------------

If yes, please describe.


I am currently aware of any filial or other relationship between any member of the tendering organisation and the Minister for the Environment, Community and Local Government or employees of Environmental Protection Agency or their relatives:

Yes/No	<input type="checkbox"/>
--------	--------------------------

If yes, please describe:


I undertake to make a further declaration detailing any actual, apparent or potential conflict of interest which may arise if the organisation enters into a contract with the EPA.

**Signed:**

\_\_\_\_\_

**Name in Block Capitals:**

\_\_\_\_\_

**Dated:**

\_\_\_\_\_

## Appendix 5 – Contact Details for Referees

This form must be completed by all tenderers.

Please provide contact details for two referees who may be contacted on a confidential basis without further reference to the tenderer to verify the award criteria of Reliability and Continuity of Supply. This may involve a site visit.

<b><u>Referee #1</u></b>	
<b>Contact Name:</b>	
<b>Organisation Name and Address:</b>	
<b>Description of work done and dates:</b>	
<b>Position:</b>	
<b>Phone:</b>	
<b>Email:</b>	

<b><u>Referee #2</u></b>	
<b>Contact Name:</b>	
<b>Organisation Name and Address:</b>	
<b>Description of work done and dates:</b>	
<b>Position:</b>	
<b>Phone:</b>	
<b>Email:</b>	

Signed: \_\_\_\_\_



## Appendix 6 – Terms and Conditions of Contract

### Standard Terms and Conditions of Engagement for Provision of Contract Services

This Agreement is made the ... day of ... 20... between the Environmental Protection Agency ('the Agency') of the One Part and ... (the Contractor) of the Other Part.

#### 1. Agreement

The Contractor agrees to perform the Services specified in Condition 2 and the Agency agrees to pay the Contractor the sum specified in the First Schedule ('the Contract Price').

#### 2. Services

2.1 The Contractor shall perform the following services ('the Services') for the Agency starting on <date> and finishing on <date>:

2.1.1 <Insert here what the Contractor is to do, taking them from the public invitation>

2.1.2 The Contractor shall submit the following reports to the Agency:

An Interim Report on <date> setting out <specify>

<Repeat the above as often as needed, or omit if not required>

A Final Report on <date> setting out <specify>

<Delete if not needed>

2.2 Final Report means a report which is satisfactory in that it reflects a full performance by the Contractor of the Services.

<Delete if not needed>

2.3 The Contractor may ask the Agency to extend the time for completion of the performance of the Services and the Agency may agree to do so,

2.4 The Agency may request the Contractor to perform additional services by invitation in writing. If the Contractor agrees to perform them, the additional services shall form part of the Services and the Agency shall pay such further fee as the parties may agree in advance. If no additional fee is agreed in advance of performance of the additional services, there shall be no further payment made.

2.5 If the Agency is not satisfied with the Final Report, it may notify the Contractor as to what additional work is required to make the Final Report satisfactory and set a deadline for submission of an amended Final Report. That deadline shall be treated as the date for completion of provision of the Services and delivery of the Final Report for the purposes of Condition 2.1 and 2.2. There shall be no additional payment in respect of any additional work of this nature.

#### 3. Payment

3.1 The Agency shall pay the Contract Price to the Contractor within 15 days of the full performance by the Contractor of the Services.

3.2 The Agency shall not pay for any Services in advance.

3.X [Optional Additional Condition] The Agency shall make stage payments to the Contractor on receipt of the Interim Reports as follows:

<Set out how much is to be paid at each stage.>

The EPA aims to pay for all goods and services within 15 days of receipt of a valid invoice in the Accounts Section or the delivery date of the goods/services, whichever is the later, subject to full performance by the Contractor of the Services. EPA reserves the right to make payment up to 30 days and any interest which may be due will be calculated on the basis of 30 days credit. Where stage payments are made, Condition 3.1 shall be deemed to refer to the balance of the Contract Price. [Delete if not required]

3.3 The Agency shall not make any payment until the Contractor has provided its current Certificate of Tax Clearance issued by the Revenue Commissioners.

3.4 The Agency shall deduct withholding tax from all payments and pay the Contract Price to the Contractor net of such tax.

#### 4. Early Termination

4.1 Where it appears to the Agency that it no longer requires the Services, or if the Agency is not satisfied with the Contractor's performance of the services, it may give the Contractor 28 days' Notice in writing of the termination of this Agreement.

4.2 On receiving such notice, the Contractor shall immediately cease all work on the Services (and expeditiously terminate any work which it cannot cease immediately) .

4.3 At the end of the notice period, this Agreement shall come to an end and the Agency shall pay the Contractor for such proportion of the Services as the Contractor can show that it has carried out [Add either: **at the hourly / daily rate specified in the First Schedule; or as a percentage of the Contract Price.**]

4.6 The Agency may agree at any time to waive its notice and affirm this Agreement. The Agency may serve notice under this provision as often as it sees fit.

#### 5. Termination for Non-Performance

5.1 Where it appears to the Agency that the Contractor is not performing this Agreement, or that the manner of performance is such that the Contractor will be unable to perform the services in full within 1 month of the due

date of the final report, it may call on the Contractor to provide evidence of what work it has done in performance of the Agreement.

5.2 If the Contractor does not provide such evidence within 14 days, or if the Agency is not satisfied, from any evidence provided in that time, that the Contractor can complete the Services within 1 month of the due date of the final report, the Agency may give notice to the Contractor terminating this Agreement at the end of a further 14 days

5.3 The Agency shall not be obliged to pay the Contractor in respect of any work it may have done in pursuance of this Agreement prior to termination under this Condition.

5.4 The Agency may agree at any time to waive its notice and affirm this Agreement. The Agency may serve notice under this provision as often as it sees fit.

5.5 Where the Agency terminates this Agreement for any reason in Condition 5.1, or where the Contractor fails to provide the final report by the due date, the Contractor shall compensate the Agency for any damage suffered as a result of the non-performance.

## **6. Meetings**

6.1 Either party may request a meeting with the other at any time to discuss any issue arising in the performance of the Services, and the other party shall facilitate such a meeting. At the meeting the Contractor shall provide such information as the Agency may require and the Agency shall provide such clarification, assistance or instruction to the Contractor as it considers appropriate.

## **7. Contractor's Staff**

7.1 The staff of the Contractor who shall be engaged in providing the services are listed in the Second Schedule.

7.2 Where any named staff member ceases to be engaged in providing the Services, the Contractor shall notify the Agency within 7 days.

7.3 Where the Contractor engages any person to assist it in providing the Services, the Contractor shall notify the Agency within 7 days and shall provide a curriculum vitae of that person for approval. The Agency may ask the Contractor to arrange a meeting between that person and the Agency, and the Contractor shall do so. If the Agency does not approve the engagement of that person, regardless of whether it has met with him/her, the Agency may so inform the Contractor, and the Contractor shall ensure that the person forthwith ceases to be involved in the provision of the services.

7.4 The Contractor may employ such administrative or support staff in the performance of the Services as the Contractor feels appropriate. Such staff shall not have any involvement in the substantial provision of the Services.

## **8. Confidential Information**

8.1.1 It should be noted that any person who is under contract to the Agency is covered by the terms of Sections 37 to 40 of the Environmental Protection Agency Act 1992.

8.2 The Contractor warrants that it, its servants and agents are familiar with the contents of these provisions; that they have made all declarations and disclosures required by those sections; that they will make all declarations and disclosures which may be required in the future; that they will inform the Agency of any matter of which, under those Sections, it is required to be informed; that they will not disclose any confidential information contrary to the provisions of those Sections; and that they will otherwise comply in all respects with those Sections.

8.3 The Agency is subject to the provisions of the Freedom of Information Act 2014. All records created by the Agency or the Contractor in relation to the provision of the Services are therefore in principle available to the public save those which are commercially sensitive.

8.4 The Contractor shall therefore inform the Agency of any information which the Contractor believes is commercially sensitive in that it contains:

- a) trade secrets of the Contractor,
- b) financial, commercial, scientific or technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain, or could prejudice the competitive position of the Contractor in the conduct of his or her profession or business or otherwise in his or her occupation, or
- c) information whose disclosure could prejudice the conduct or outcome of contractual or other negotiations of the Contractor.

8.5 Pursuant to Section 11(9) of that Act the Contractor shall, if so requested by the Agency, give to the Agency any record in its possession insofar as such record relates to the provision of the Services for retention by the Agency for such period as is reasonable in the particular circumstances.

8.6 The Contractor shall disclose immediately to the Agency any actual or potential conflict of interest which it may have or which may arise during the course of this Agreement.

## **9. Intellectual Property**

9.1 The Agency shall hold the Copyright in all material produced by the Contractor in performance of the Services (whether written on paper or in an electronic format), and shall be the owner of all physical material provided to the Agency under this Agreement, regardless of whether this Agreement has been performed in full or terminated prior to completion.

9.2 The Contractor shall be entitled to retain a copy of any such material and to use it for its own future work insofar as any information contained in it is not confidential to the Agency under Condition 8.

9.3 The Agency acknowledges that the Contractor shall retain all copyright and other intellectual property rights in its methodologies, methods of analysis, ideas, concepts, know-how, techniques, skill, knowledge and experience. However, where the Services include the provision of any of these things to the Agency, the Agency shall be entitled to deal with them as if it were the sole owner.

#### **10. Non-Assignability**

This Agreement is between the Parties only and may not be assigned or sub-contracted without the consent of the Agency.

#### **11. Arbitration, Jurisdiction and Applicable Law**

11.1 Any dispute in relation to this Agreement which cannot be resolved between the parties shall be referred to third party arbitration by an arbitrator agreed by the parties or, in default of agreement, appointed by the Department of Finance, National Development Plan Unit, on the application of either party.

11.2 This Agreement shall be governed by the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction in relation to it. The place of performance of the contract shall be deemed to be at the offices of the Agency in Cork.

#### **First Schedule**

##### **Consideration: The Contract Price**

<Choose Either the Flat Fee, Per Diem, or Per Hour Clause Below>

##### **Flat Fee:**

The Agency shall pay the sum of €... to the Contractor when the Contractor has completed provision of the Services as defined in Condition 2.

The Contract Price shall be broken down as follows:

Fee:

VAT:

Outlay:

Where the rate of VAT changes, the Agency shall pay VAT at the revised rate.

##### **Per Diem Rate**

<Delete references to days or hours as appropriate>

The Agency shall pay the Contractor on the following basis for every day's work performed by the Contractor, its servants and agents in performance of this Agreement:

<Individual's Name> : €X per day

<Repeat as often as appropriate>

<May use the grade of a class of individuals – e.g., junior associate, or executive officer etc. – followed by daily rate, but reference to named individuals is better>

The Contractor's secretarial and administrative costs, as well as the costs of miscellaneous outlay, shall be deemed to be included in the above rate.

The Agency shall pay VAT at the applicable rate on the services provided.

The Contractor shall, whenever the Agency asks for it, justify every payment sought.

Where any person works for part of a day on the performance of this Agreement, the Contractor shall charge the Agency an appropriate fraction of that person's daily rate for the work done. The Contractor shall not charge the full daily rate when only a portion of a day is spent on performance of this Agreement.

The maximum amount payable under this Agreement shall be €X plus VAT. Regardless of any proof furnished by the Contractor as to the amount of work done in performance of this Agreement, the Agency shall not make any payment to the Contractor over and above this amount unless such payment has been agreed in advance in writing.

##### **Hourly Rate**

The Agency shall pay the Contractor on the following basis for work performed by the Contractor, its servants and agents in performance of this Agreement:

<Individual's Name> : €X per hour

<Repeat as often as appropriate>

<May use the grade of a class of individuals – e.g., junior associate, or executive officer etc. – followed by daily rate, but reference to named individuals is better>

The Contractor's secretarial and administrative costs, as well as the costs of miscellaneous outlay, shall be deemed to be included in the above rate.

The Agency shall pay VAT at the applicable rate on the services provided.

The Contractor shall, whenever the Agency asks for it, justify every payment sought.

The maximum amount payable under this Agreement shall be €X plus VAT. Regardless of any proof furnished by the Contractor as to the amount of work done in performance of this Agreement, the Agency shall not make any payment to the Contractor over and above this amount unless such payment has been agreed in advance in writing.

**Payments in Case of Early Termination**

If the Agency notifies the Contractor of the Termination of this Agreement under Condition 4 before the Contractor has delivered the Final Report, the Contractor shall justify its bill to the Agency by providing adequate evidence of the work done in order to provide the Services.

**SECOND SCHEDULE**

**Contractor's Staff**

*<List Names of Staff to be engaged in providing the Services>*

**Execution Clause**

Present when the Common Seal of the Environmental Protection Agency was affixed hereto:

Present when the Common Seal of the Contractor was affixed hereto / Signed, sealed and delivered by the Contractor / by and on behalf of the Contractor in the presence of:

## Appendix 7 – Self-Declaration Regarding Eligibility under Economic and Financial Capacity

**Client:** Environmental Protection Agency

**Project:** Operational and administrative services to support the EPA's implementation of Producer Responsibility Initiatives

Tax Clearance		Please confirm YES/NO						
<p><b>(A) I confirm and declare having a current and valid Tax Clearance Certificate in place and our tax affairs are in order.</b>                      The Contracting Authority can verify your tax clearance status through Revenue's online facility at <a href="https://www.revenue.ie/itp/view.jsp">https://www.revenue.ie/itp/view.jsp</a>. To this end, please confirm:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Do you grant the Contracting Authority permission to verify your tax cleared position online?</td> <td style="width: 20%;"></td> </tr> <tr> <td>Registration Number <i>(as shown in your Tax Clearance Certificate)</i></td> <td></td> </tr> <tr> <td>Certificate Number <i>(as shown in your Tax Clearance Certificate)</i></td> <td></td> </tr> </table>		Do you grant the Contracting Authority permission to verify your tax cleared position online?		Registration Number <i>(as shown in your Tax Clearance Certificate)</i>		Certificate Number <i>(as shown in your Tax Clearance Certificate)</i>		
Do you grant the Contracting Authority permission to verify your tax cleared position online?								
Registration Number <i>(as shown in your Tax Clearance Certificate)</i>								
Certificate Number <i>(as shown in your Tax Clearance Certificate)</i>								
OR								
<p><b>(B) I confirm that I have applied for a Tax Clearance Certificate which will be made available on request</b></p>								
<b>Turnover</b>								
I confirm that I will provide evidence of turnover and other financial information promptly on request at any time prior to the award decision being made.								
<b>Insurances</b>								
<p><b>(A) I confirm that we have the following insurances in place:</b></p> <ul style="list-style-type: none"> <li>• Public Liability at €2.57M and,</li> <li>• Employers Liability at €12.7M <i>(where applicable)</i></li> </ul>								
<p><b>(B) I confirm that if successful I will be in a position to put the required forms and levels of insurances required for the contract in place.</b></p> <p><b>I confirm that I will provide the following evidence within 3 working days from your request at any time prior to the award decision being made:</b></p> <ul style="list-style-type: none"> <li>• evidence of insurances in place or</li> <li>• letter from Insurance Broker confirming that the required levels could be put in place if successful</li> </ul>								
Signed :								
Name :	Position :							