

29/09/2025

Re: Freedom of Information request 202513 – Request Part-Granted

Dear

I refer to the initial request made by X dated and received on 28/08/2025 and subsequently amended by them on 03/09/2025, and the clarification provided by you on 12/09/2025 which you have made under the Freedom of Information Act 2014 for records held by this FOI body.

The request sought the following records:

1. *The name of any third-parties currently providing any media monitoring services;*
2. *The total spend to date since the establishment of the contract;*
3. *The duration of the current contract;*
4. *A copy of the request for proposals issued as part of the procurement process;*
5. *Details of the scoring system used in evaluating the tenders;*
6. *A list of the publications / broadcasters monitored by the provider on behalf of the FOI body*

I wish to inform you that I have decided to part-grant your request on the 29th of September 2025.

The purpose of this letter is to explain that decision.

1. Findings, particulars and reasons for decisions to deny access.

Details of both parts of your request were provided to the relevant sections within the LDA to identify records held which were within the scope of your request.

The records requested are attached to this decision letter for your information.

For clarity I will decide on each of the six parts of your request separately.

Part 1-Request Granted

The name of any third-parties currently providing any media monitoring services.

Firstly, I must advise that Section 11 of the FOI Act provides for a right to access to records held by FOI bodies. Requests for information are therefore not valid requests under the

Act, as opposed to requests for records. FOI bodies are not required under the Act to create records where none exist, and it does not oblige FOI bodies to answer general queries. The Act does not provide a mechanism for answering questions, except to the extent that a question can reasonably be inferred to be a request for records which contain the answer to the question asked or the information sought.

However, in line with general principles of transparency and published guidance from the Office of the Information Commissioner I wish to inform you I am granting this part of your request.

Murray Consultants Limited (Murray) are the current third-party providers of media monitoring services to the LDA.

Part 2- Request Refused

Total Spend since establishing the contract.

On foot of your request, I contacted the relevant business unit within the LDA to identify records held which were within the scope of your request.

In this regard, I am to advise you that no such records have been identified as sought by you. The supplier provides a number of public relations services to the LDA. These are submitted as a single line item and therefore the spend on media monitoring cannot be disaggregated from the overall public relations spend.

Therefore, I must refuse your request as the record sought does not exist and do so pursuant to Section 15(1)(a) of the Act.

Section 15(1)(a) states that:

Refusal on administrative grounds to grant FOI requests

15(1) A head to whom an FOI request is made may refuse to grant the request where-
(a) the record concerned does not exist or cannot be found after all reasonable steps to ascertain its whereabouts have been taken,

Part 3- Request Granted

The duration of the current contract.

Firstly, I must advise that Section 11 of the FOI Act provides for a right to access to records held by FOI bodies. Requests for information are therefore not valid requests under the Act, as opposed to requests for records. FOI bodies are not required under the Act to create records where none exist, and it does not oblige FOI bodies to answer general queries. The Act does not provide a mechanism for answering questions, except to the

extent that a question can reasonably be inferred to be a request for records which contain the answer to the question asked or the information sought.

However, in line with general principles of transparency and published guidance from the Office of the Information Commissioner I wish to inform you I am granting this part of your request.

The contract was signed on the 27 September 2022 and was extended on the 03 September 2024.

The contract is due to expire on 27th September 2025.

Part 4- Request Granted

A copy of the request for proposals issued as part of the procurement process.

Details of this part of your request were provided to the relevant sections within the LDA to identify records held which were within the scope of your request. One record was identified as within the scope.

I wish to inform you I am granting this part of your request.

The record requested is attached to this decision letter for your information.

Part 5- Request Granted

Details of the scoring system used in evaluating the tenders.

In respect of Part 5 of your request I wish to inform you that I am granting this part of your request.

The information requested is contained in Section 6 of the Request for Tenders record which is attached to this decision letter for your information.

Part 6 - Request Refused

A list of the publications / broadcasters monitored by the provider on behalf of the FOI body.

This part of your request was provided to the relevant section in the LDA to identify records held which were within the scope of your request. We have been notified that one record was identified within the scope of your request. The record is a Source List. This list has been built using local knowledge and experience and is considered proprietary information.

The requested record cannot be therefore released under the Freedom of Information Act 2014 as it contains information of a commercially sensitive nature. Specifically, the material qualifies as “proprietary information” and constitutes a trade secret within the meaning of Section 36 of the FOI Act.

Disclosure of this information would reveal details that are not publicly available and are fundamental to the competitive position of the organisation. Release would undermine the commercial value of the information, cause material financial loss to the organisation, and could provide an unfair competitive advantage to others.

Accordingly, the record is exempt from release under Section 36(1)(a) and Section 36(1)(b) of the FOI Act 2014.

Commercially Sensitive Information

36. (1) Subject to subsection (2), a head shall refuse to grant an FOI request if the record concerned contains

- (a) trade secrets of a person other than the requester concerned,*
- (b) financial, commercial, scientific or technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates, or could prejudice the competitive position of that person in the conduct of his or her profession or business or otherwise in his or her occupation.*

Public Interest Test

There is a Public Interest Test associated with section 36 of the FOI Act whereby my decision must be made having fully considered the harm and public interest relevant to this request.

I have considered the issues of public interest which arise in your request, and have taken account of the following factors in favour of release:

- Ensuring openness and transparency of organisational functions to the greatest possible extent.
- The public interest in members of the public exercising their rights under the FOI Act.
- That there is more than just a transitory interest by the public in this information being released.
- The right to commercial confidentiality is outweighed by the needs of the public.

In considering the public interest factors which favour withholding the records as detailed in your request, I have taken account of the following:

- Allowing a public body to hold commercial information, in this case including appraisals of land, without undue access by members of the public.
- That the LDA is not prevented or impeded from the effective pursuit of its legitimate business.

- That the LDA can conduct its commercial activities with external stakeholders, in a confidential manner.
- That external companies are allowed to provide the LDA with confidential information without fear of release.

Having balanced the public interest factors both for and against the release, I decided that the public interest in preserving the information and the reasonable expectation that information can be maintained in a confidential manner by the LDA outweighs the public interest which would be served were the detail released to you.

However, in the interests of openness and transparency we are able to inform you that our media monitoring service providers monitor all Newspaper Licensing Ireland and NLA Media Access licensed titles.

2. Right of Appeal

In the event that you are unhappy with this decision you may appeal against it. If you need to make such an appeal, you can do so by writing to the Freedom of Information Unit, Land Development Agency, 4th Floor, Ashford House, Tara Street, Dublin 2 or by e-mail to foi@lda.ie.

Please note that a fee applies. This fee has been set at €30 (€10 for a Medical Card holder). Payment should be made by way of bank draft, money order, postal order or personal cheque, and made payable to Head of Finance, Land Development Agency, 4th Floor, Ashford House, Tara Street, Dublin 2.

Payment can be made by electronic means, using the following details:

The Land Development Agency DAC
IE61AIBK93101264101092
BIC: AIBKIE2D

You must ensure that your FOI reference number (**FOI 202513**) is included in the payment details.

You should make your appeal within 4 weeks of the date of this notification, where a day is defined as a working day excluding the weekend and public holidays. However, the making of a late appeal may be permitted in appropriate circumstances. The appeal will involve complete reconsideration of the matter by a more senior member of the staff of this body.

Please be advised that the Land Development Agency replies under Freedom of Information may be released into the public domain via our website at lda.ie.



An Ghníomhaireacht Forbartha Talún
The Land Development Agency

Personal details in respect of your request have, where applicable, been removed to protect confidentiality.

Should you have any questions or concerns regarding the above, please contact me by telephone on (01) 9103400.

Yours sincerely,

A handwritten signature in blue ink that reads 'M. Szyszko'.

Monika Szyszko,
Senior Compliance Manager

Appendix 1: Schedule of Records

Requester name:			Request Re:202513		
Page number	Description of document	Deletions	Relevant section of FOI Act	Reasons for deletion	Decision Maker's decision
1-28	RFT	N/A	N/A	N/A	Grant
1	Source list	Whitheld	Section 36	Commercial sensitive	Refuse
15-19	Section 6 Award Criteria RFT	N/A	N/A	N/A	Grant
Total number of pages					29
Total number of pages for full release					28
Total number of pages for partial release					0
Total number of pages being withheld					1

Establishment of a <i>Single party</i> framework agreement for	The Provision of Media Relations and Corporate Communications Services to the LDA	
Procedure	Open OJEU	
eTenders RFT ID	211006	
OJEU Ref	TBC	
Issue Date	Friday 1st April 2022	
Closing Date for Queries	Monday 25th April 2022 at 12.00 (noon Irish time)	
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie	
Closing Date / Time for receipt of Completed Tenders	Thursday 5th May 2022 at 12.00 (noon Irish time)	
<p><i>Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Responses to queries will be circulated to all Tenderers by email. The identity of the person making a query will not be disclosed when circulating the response. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i></p>		
Pro Number:	Pro100	Project Title: Media Relations and Corporate Communications Services
Project Number:		
Document Type:	RFT	

CONTENTS

1. Disclaimer	4
2. ABOUT THE CONTRACTING AUTHORITY.....	5
2.1 The Contracting Authority	5
2.2 Small and Medium Enterprise Participation	5
3. SCOPE OF THE FRAMEWORK AGREEMENT	6
3.1 Type of Framework	6
3.2 Scope of Requirements under the Framework.....	6
3.3 Contract Management	7
3.4 Review of Performance	7
3.5 Anticipated Timeline	8
4. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK.....	9
4.1 Numbers Admitted to the Framework Agreement.....	9
4.2 Duration of the Framework Agreement	9
4.3 Estimated Value of the Framework Agreement.....	9
4.4 Awarding Contracts under the Framework Agreement	9
4.5 Right to Tender outside of the Framework.....	9
4.6 Compliance with the Terms and Conditions of the Framework Agreement	9
4.7 Award to Runner Up	10
5. SELECTION CRITERIA	11
5.1 Use of the European Single Procurement Document.....	11
5.2 Relying on the Standing of Other Entities	11
5.3 General, Declarations and Financial Requirements.....	11
5.4 Technical Criteria.....	12
6. AWARD CRITERIA.....	15
6.1 Methodology for Calculating the Cost Score	18
6.2 Methodology for Calculating Scoring of Qualitative Criteria.....	18
6.3 Clarification / Verification Meetings	19
6.4 Clarification of Abnormally Low Tenders.....	19
7. INSTRUCTIONS FOR TENDERERS	21
(a) Submission of Tenders	21
(b) Closing date for Tenders	21
(c) Queries.....	21
(d) Extension of Tender Period	21

(e)	Tender Validity Period.....	22
(f)	Discrepancies between documents	22
(g)	Formatting of Tenders / Amending Tender Documentation	22
(h)	Collusive Tendering	22
(i)	Confidentiality	22
(j)	Clarification of Tenders	23
(k)	Correction of Errors.....	23
(l)	Change in the Composition of a Tender.....	23
(m)	Interference and Inducement to Purchase.....	23
(n)	Conflict of Interest.....	23
(o)	Publicity	24
(p)	Right Not to Award.....	24
(q)	Notification of Tender Evaluations	24
(r)	Award Notices.....	24
(s)	Policy on Personal Debriefings	25
(t)	Copyright	25
(u)	Brand Names, etc.	25
(v)	Environmental Aspects	25
(w)	Knowledge and Skills Transfer.....	25
(x)	Currency and Payments	25
	RELEVANT LEGISLATION	25
(y)	Irish Legislation and Law	25
(z)	Health & Safety.....	26
(aa)	Anti-Competitive Conduct	26
(bb)	Accessibility/Dignity at Work.....	26
(cc)	Withholding Tax	26
(dd)	Freedom of Information	26
(ee)	Late Payment	27
(ff)	Data Protection.....	27
(gg)	Changes in Legislation	27

1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

2. ABOUT THE CONTRACTING AUTHORITY

2.1 The Contracting Authority

The Land Development Agency (LDA (hereinafter referred to as the “Contracting Authority”(CA)) is the authority responsible for this procurement.

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Coordinate appropriate State lands for regeneration and development, opening up key sites for housing delivery;
- Driving strategic land assembly, working with both public and private sector landowners;
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA is overseen by an independent board of directors. The LDA Act was enacted in July 2021. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

2.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

3. SCOPE OF THE FRAMEWORK AGREEMENT

3.1 Type of Framework

This competition relates to a

Single-Operator Framework
Established with one economic operator, thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework

3.2 Scope of Requirements under the Framework

The Land Development Agency invites tenders from suitable organisations for the establishment of a single party framework. The LDA is seeking a suitably qualified service provider to provide Media Relations & Corporate Communications Advisory Services in relation to its ongoing business activities and delivering on the LDA mandate set out in the LDA Act 2021.

The services required by the Contracting Authority include but are not limited to the following.

Please note that there is no minimum obligation on the Contracting Authority to draw down all these services, and additional communication services not outlined below may be required.

- Provision of a full-service External Press Office Services to support the LDA's engagement with national broadcast, print and online media in accordance with the LDA's public affairs, communications, and stakeholder engagement strategy,
- Assist in the development of the LDA's public affairs and communications strategies to support the LDA strategic plan,
- Deepen awareness and understanding of the LDA, its objectives, strategy, and solutions to the delivery of housing on public lands while incorporating the challenges presented in carrying out its statutory functions,
- Draft and edit LDA press releases and presentations at various property/housing forums & conferences,
- Ensuring consistent messaging around LDA property projects and from time-to-time act as the spokesperson for the LDA in relation to press releases and requests for comments/interviews with journalists,
- Plan, manage and coordinate media conferences and meetings with journalists,
- Ongoing monitoring and evaluation of media coverage relevant to the LDA, including social media,
- Critical situation PR Planning and Communications Services: Develop a procedural and measurable plan to deal with the matters identified for this element of service and provide support in the event of any such occurrence,

- Provide support in responding to ad hoc requests for information from the general media, and
- Ongoing Project status reporting

For the first (12) twelve months of the engagement, LDA anticipates that they will require a minimum of 12.5 hours of services per month (a total of 150 retainer hours per annum), though from time to time this requirement may increase depending on business requirements.

3.3 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated Contract Manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the Contract Manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet with the Contracting Authority as and when required to review and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings;

NOTE: Tenderers should note that contract management activities and travel will be non-billable. (i.e. the Contracting Authority will not pay for account management activities).

The Contracting Authority will nominate authorised staff to liaise with the successful Tenderer as required.

3.4 Review of Performance

Performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the framework member. **Appendix 6: Service Level Agreement (SLA)** and agreed Key Performance Indicators (KPIs) will be the main criteria for measuring performance.

The precise Key Performance Indicators for performance monitoring will be agreed with the framework member. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

3.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	<i>Friday 1 April 2022</i>
Closing date for Queries	<i>Monday 25 April 2022</i> at 12.00 (noon Irish time)
Closing date for Receipt of Tenders	<i>Thursday 5 May 2022</i> at 12.00 (noon Irish time)
Clarification / verification meetings (if anticipated)	<i>May/June 2022</i>
Award decision	<i>Within two Months of receipt of tenders</i>
Framework Agreement Commencement	<i>Immediately following completion of process</i>

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed

4. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

4.2 Duration of the Framework Agreement

The framework agreement will be for a period of **two (2) years**, with an option to extend yearly, up to a maximum of **four (4) years**, subject to satisfactory bi or annual review of performance. Extension of the framework agreement beyond the initial two (2) year period is at the discretion of the Contracting Authority.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed **€500,000 (Five hundred thousand euro)**.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

In the case of a single-operator framework agreement, contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

4.5 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

4.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at **Appendix 3**.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Acceptance is confirmed by way of completion of **Appendix 1: Form of Tender**. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions for Tenderers Section (c) of this document.

4.7 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. 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.

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. 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.

5. SELECTION CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to complete **Appendix 2: Tender Response Document** which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

5.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Sections 4.3 and 4.4 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

5.2 Relying on the Standing of Other Entities

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

5.3 General, Declarations and Financial Requirements

Tenderers are required to provide information in the **Tender Response Document at Appendix 2**. The criteria and rules outlined are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information
Provide contact and general information on the tendering organisation - company name, address, and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.
Declarations
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation 102 of 2015 (UK) and SI 2814 of May 2016 (Irl) and as contained in the Section 8.

Complete the Declaration regarding compliance with relevant statutory obligations as contained at **Appendix 2: Tender Response Document**. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

Financial and Economic Standing

Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained at Appendix 2: Tender Response Document .	
Turnover and Financial Standing	<p>(a) Confirmation that the tendering party turnover exceeded €750,000 during each of the three (3) previous audited financial years preceding the issue date of this Request for Tender or on pro-rata basis from the date of incorporation to the first (1) financial year, totalling to three (3) audited financial years.</p> <p>In addition</p> <p>(b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.</p> <p>Evidence of both statements will be required prior to the award of any contract.</p>	
Insurance	Confirmation of the following insurances being in place:	
	Insurance Type	Required Value €
	Employer's Liability	€13 million
	Public Liability	€6.5 million
	Professional Indemnity	€ 6.5 million any one claim

5.4 Technical Criteria

Tenderers are required to provide information on the following in **Appendix 2: Tender Response Document**. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Manpower and Skills

Tenderers must provide information which demonstrates access to the minimum number of skilled personnel with the required experience as indicated below and outlined at **Appendix 2: Tender Response Document**

Skillset Required	Minimum Number
<p>Partner/Director (or equivalent)</p> <ul style="list-style-type: none"> - A minimum of 10 years post qualification experience working on advisory services similar in nature to those required by the CA/ as required in this RFT. 	1
<p>Associate Director / Senior Account Manager (or equivalent)</p> <ul style="list-style-type: none"> - A minimum of 7 years post qualification experience working on advisory services similar in nature to those required by the CA/ as required in this RFT. 	2
<p>Mid-level Account Manager/ Account Executive (or equivalent)</p> <ul style="list-style-type: none"> - A minimum of 3 years post qualification experience working on advisory services similar in nature to those required by the CA/ as required in this RFT. 	1
<p>Total number of suitably qualified resources</p>	4
Technical Resources	
<p>Tenderers must provide information which clearly demonstrates access to the required level of technical resources as indicated above and outlined at Appendix 2: Tender Response Document</p> <p>Tenderers are required to provide:</p> <ul style="list-style-type: none"> • An organisational chart clearly identifying all relevant departments, divisions, and 3rd parties, if applicable. <p>Please complete Appendix 2: Tender Response Document.</p>	
Previous Experience	
<p>Tenderers must provide information clearly demonstrating experience in the successful delivery of three (3) contracts in the past five (5) years, involving the provision of Media Relations & Corporate Communications Advisory Services outlined in Section 3.2, while clearly identifying the following features as a minimum:</p> <p><u>Media Relations</u></p>	

Tenderers must provide information which demonstrates understanding and experience of effective engagement within the Irish media landscape.

Public Relations

Tenderers must provide information which demonstrates understanding and experience of effective use of Public Relations to achieve organisational goals.

Public Affairs

Tenderers must provide information which demonstrates understanding and experience of effective engagement with relevant bodies and stakeholders.

At least **one (1)** of the reference projects must be in relation to similar services provided to an organisation similar to the LDA. Examples of organisations which the LDA consider comparable include, but are not limited to, commercial state - owned organisation/major financial services client/other companies subject to the Code of Practice for the Governance of State Bodies.

At least **one (1)** previous contract or a current contract must demonstrate Residential Property Industry experience and knowledge including familiarity with the housebuilding sector, Government policy and initiatives on housing and other market factors contributing to the trends in the residential market in Ireland.

The page limit for this section is (6) six no. A4 pages overall.

Refer to Appendix 2: Tender Response Document

Health & Safety

Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete **Appendix 2: Tender Response Document**. Evidence of compliance will be required as condition of contract award.

Quality Assurance

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete **Appendix 2: Tender Response Document**

GDPR

The tenderer shall provide copy GDPR policy demonstrating compliance with GDPR directive.

6. AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as 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 criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Tenderers should complete **Appendix 2: Tender Response Document**.

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
	30%	3,000	N/A
Title	Ultimate Cost Proposal		
Description	Tenderers are required to outline their cost proposal by completing and signing the attached Appendix 1: Form of Tender		
Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	30%	3,000	1,500
Title	Understanding of the Contracting Authority Requirements		
Description	<p>Tenderers must demonstrate an understanding of the LDA's current and potential operating landscape, including inter alia, the potential risks/challenges and comment on the top (4) four risks to the delivery of key functions mandated under the LDA Act 2021.</p> <p>Tenderers are also required to outline their ability to add value to the services.</p> <p>Refer to the Appendix 2: Tender Response Document</p> <p>(Maximum of three (3) no. A4 pages under this Criterion)</p>		

Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	15%	1,500	750
Title	Quality and Technical Merit of Proposed Core Team		
Description	<p>Tenders must provide the following:</p> <ul style="list-style-type: none"> • Comprehensive information on the core team proposed clearly indicating each team member’s contribution to the framework. • In addition, Comprehensive short form curricula vitae (CVs) must be provided demonstrating each team members relevant qualifications, experience and expertise for the role proposed. (Refer to section 5.4: Manpower and Skills. • Tenderers are required to provide details of the Key point of Contact/Account Manager who will be responsible for the on-going management of the account. <p>Refer to the Appendix 2: Tender Response Document (Maximum of four (4) no. A4 pages under this Criterion)</p>		
Criterion D	Weighting	Maximum Marks	Minimum Marks – 50%
	25%	2,500	1,250
Title	Proposed Execution Methodology		
Description	<p>The Service Delivery Methodology refers to the Tenderer’s proposed approach to the delivery of required services. Tenderers should provide details of the following:</p> <ul style="list-style-type: none"> • The approach and methodology to perform and deliver the Services as identified in Section 3. • How the tenderer will ensure quality is maintained throughout the delivery of the services and 		

	<p>provide details of quality assurance policies and systems and whether 3rd party certified.</p> <ul style="list-style-type: none"> • Tenderers are also required to outline their strategy for handling the following aspects of service delivery: <ul style="list-style-type: none"> ○ Outline response and resolution timelines to requests and correspondence (including out of office hour requests), ○ Tenderers are asked to outline Communications protocol with the LDA on all updates including Escalation Procedures on any possible issues and Formal Complaints Procedure, ○ Contract Management – overall management of the subject contract, including time management, ○ Key Performance Indicators that will be measured and reported on to include the content, nature, and frequency of reporting, ○ Tenderers are required to outline Reporting Arrangements to the LDA throughout the engagement including tracking of hours and project status reporting, ○ Monitor Service Credits for non-performance of agreed service levels or for unused hours. <p>Refer to the Appendix 2: Tender Response Document (Maximum of five (5) no. A4 pages under this Criterion)</p>
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NOTE 1: 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 awarding authority to assess fully the extent of their offers. The Tender document should be concise and should not exceed **Twelve (12) no. pages, including appendices however, this excludes the Selection Criteria responses and Form of Tender Appendices.**

NOTE 2: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 3: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

NOTE 4: If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority’s concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

6.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	3,000*
Formula employed	$\frac{3,000* \times A}{B}$

6.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.

50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

6.3 Clarification / Verification Meetings

The Contracting Authority reserves the right to request Tenderers to attend a clarification and verification meeting with the Contracting Authority or to request clarification of any matter set out in a Tenderer’s response to the RFT. If this proves necessary, Tenderers will be informed as soon as possible after receipt of the response.

Note that the Contracting Authority (in its absolute discretion) may not require any or all Tenderers to attend an interview or clarify their responses and Tenderers should draw no conclusion from such interviews or from any failure to request clarifications.

It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

The Contracting Authority reserves the right to carry out a process of verification wherever practicable using the Contracting Authority’s personnel, servants or agents and may seek the co-operation of Tenderers in doing so.

A visit to the tenderer’s premises may be required to clarify any questions or queries regarding the tender offer.

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

6.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority’s concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

7. INSTRUCTIONS FOR TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

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

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

(b) Closing date for Tenders

The closing date for tenders	is Thursday 5 May 2022 at 12.00 (noon Irish time)
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

(c) Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

The closing date for queries	is Monday 25 April 2022 at 12.00 (noon Irish time)
Process for submitting queries	Via www.etenders.gov.ie only

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

(d) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(e) Tender Validity Period

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

(f) Discrepancies between documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

(g) Formatting of Tenders / Amending Tender Documentation

Tenderers must ensure the following:

- (a) The first page of their tender contains all relevant contact information.
- (b) All responses should include page numbers and a contents page.
- (c) Follow, where possible the number structure of the Invitation to Tender.
- (d) Ensure that the tender response is structured in a format for ease of evaluation customised to the RFT.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

(h) 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 Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(i) Confidentiality

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or his staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

(j) Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. 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 Contracting Authority and may be required to make a presentation of the proposed software solution.

(k) 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 - 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.

The amount stated in the tender form will be adjusted by the Contracting Authority 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 not accepting the correction of their tender as outlined may have their tender rejected.

(l) 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.

(m) 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 shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

(n) 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 Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority 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. 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.

(o) Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

(p) Right Not to Award

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 source the requirement with more than one service provider.

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 procurement process.

(q) Notification of Tender Evaluations

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

Potential outcomes can be:

- a) Award of Contract
- b) Letter of Regret
- c) Decision not to proceed with the award of Contract

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer and that of successful tender; features and characteristics of successful tender where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers (‘standstill period’).

(r) Award Notices

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is

standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

(s) Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

(t) Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

(u) Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

(v) Environmental Aspects

The Contracting Authority 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.

(w) 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/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

(x) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

RELEVANT LEGISLATION

(y) 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 the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by Irish law.

(z) Health & Safety

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

- The Safety, Health & Welfare at work Act 2005

(aa) Anti-Competitive Conduct

Tenderers attention is drawn to the following legislation:

- The Competition Act 2002

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

(bb) Accessibility/Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

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 Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(cc) Withholding Tax

Where applicable, payments shall be subject to Irish ‘Professional Services Withholding Tax’ at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

(dd) Freedom of Information

All responses to this Request for 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 Contracting Authority 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 Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority 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.

(ee) Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

(ff) Data Protection

"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 Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the "Declarations" section of Section 8 of this document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

(gg) Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any

changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.