

# Louth County Council

Request for Quotations to Deliver

## North East Regional Enterprise Plan Programme Management

Commencing in January 2024

Tender Issue Date **11<sup>th</sup> December 2023**  
Closing Date for Queries **4pm 18<sup>th</sup> December 2023**  
(Queries should be emailed to [tenders@leo.louthcoco.ie](mailto:tenders@leo.louthcoco.ie))

Closing Date for Receipt of Tenders **4pm 4<sup>th</sup> January 2024**



# 1. Specification of Requirements

## 1.0 Context

The North-East Regional Enterprise Plan (REP) to 2024 sets out a collective ambition to build upon existing and emerging strengths and to help realise the full economic potential of the region. Set against a backdrop of challenging circumstances including the Covid-19 pandemic, Brexit, as well as the need to accelerate progress on climate action and the transition to digitalisation, this new Plan to 2024 is framed in the context of key stakeholders working collaboratively to overcome such challenges, build resilience and more importantly, harness opportunities to develop and implement some transformative projects and initiatives for the North-East Region (Counties Louth, Monaghan & Cavan).

The Plans 5 'Regional Strategic Objectives' have been developed through the input and support of the Project Delivery Team in conjunction with the completion of a series of stakeholder led engagements. These Strategic Objectives are detailed further here: [gov.ie - North-East Regional Enterprise Plan to 2024 \(www.gov.ie\)](http://www.gov.ie). Working groups have been established for 4 of the 5 Strategic Objectives, with the 5th working group in the process of being established. The 4 established working groups have been progressing work on each of the objectives.

Programme Managers were recruited for each region to support delivery of the plan. Due to a vacancy for this position in the North-East, Louth County Council, as the original employer for the Programme Manager position, is now seeking interested parties to provide tenders to deliver the Programme Management role on a contract for services basis for a period of at least 6 months, with the potential to renew the contract on a monthly basis for up to 12 months total term. Availability to commence immediately upon appointment is required. Whilst Louth County council would be the contracting party, the role would report to the Chairperson of the North-East REP Implementation Committee and relevant officials from the Department of Enterprise, Trade and Employment's (DETE) Regional Enterprise Plans, Funding and Infrastructure Unit.

## 1.1 Provisional Outline of Requirements

Louth County Council, now seeks quotations from suitable service providers to fulfil the Programme Management role on a contract for services basis.

The role will involve working with the members of the Regional Enterprise Steering Committee, relevant officials from the Department of Enterprise, Trade and Employment's Regional Enterprise Plans, Funding and Infrastructure Unit, and with the wider Programme Manager network. The role will lead, co-ordinate and manage the implementation of the North-East Regional Enterprise Plan.

## **1.2 Goals and Objectives**

The role will involve engaging at senior level with relevant stakeholders including DETE, Local Authorities, IDA, EI, Tourism Agencies, Education Providers, Chambers of Commerce and the business community.

The person filling the role will be required to make a valuable contribution to the strategic economic growth of the NE Region through leading the delivery of the Strategic Objectives and related actions contained in Regional Enterprise Plan. You will be expected to provide a high level of independence and objectivity.

The person filling the role will be required to utilise their professional, technical and management skills in an environment that promotes a high performance culture.

## **1.2 Service Provision Content**

It is envisaged the role will require an average of 1.5 days per week and can be completed remotely with hot desk facilities provided in Louth County Council if required. Flexibility will be required and granted in relation to time allocated each week, depending on the project needs at any point in time.

The duties and responsibilities will include the following:

- a. Working with the REP team, lead, co-ordinate and manage the implementation of the North –East REP.
- b. Driving the 5 Strategic Objectives, facilitate and service each stakeholder group to identify, agree and deliver on specific actions.
- c. Distill key further actions into deliverable steps by responsible agencies.
- d. Clarify timeframes for key actions and targets to be delivered.
- e. Benchmark, measure and monitor progress of the REP, both at the tactical level regarding each action element, and at the strategic level regarding the key major goals.
- f. Engage with relevant stakeholders including DETE, Local Authorities, Elected Representatives, Regional Business Champions, IDA, EI, Tourism Agencies, Chambers of Commerce, Education Institutions and the larger business community in the implementation of the REP.
- g. Prepare reports and strategies to facilitate the work of the Regional Enterprise Steering Committee.
- h. Lead the development and implementation of a proactive communications , marketing and branding strategy across a wide stakeholder base in order to promote economic development including tourism in the NE.
- i. Report on progress to the Regional Enterprise Steering Committee.
- j. Liaise with adjoining Regions, as needs require, to ensure the progression of mutually beneficial collaborative actions.

## **2. Nature of Contract/s**

- 2.1 Louth County Council will engage with the successful Contractor(s) for a period of 6 months and subject to satisfactory performance and agreement, this contract may be extended for a period of up to 6 additional months subject to funding and need.

It is envisaged the role will require an average of 1.5 days per week and can be completed remotely with hot desk facilities provided in Louth County Council if required. Flexibility will be required and granted in relation to time allocated each week, depending on the project needs at any point in time. A maximum contract value of €20,000 per annum towards a contract for services is proposed, including travel & expenses. The term will be synchronous with the REP and initially run for 6 months with the potential to renew the contract on a monthly basis for up to 12 month total term

The contract is due to commence in January 2024.

- 2.2 The service provision will continue to be subject to ongoing review and may, at any stage, be terminated by either side. The contract may also be terminated by Louth County Council if, in the opinion of Louth County Council, it subsequently fails to maintain satisfactory standards of content and delivery.

## **3. Format of Quotation / Evaluation of Quotation / Award Criteria**

### **Format of quotations**

- 3.1 Quotations must adhere strictly to the format stipulated in Appendix A.

### **Evaluation of Quotations**

- 3.2 Only quotations received by the due date will be accepted.

- 3.3 Quotations will be initially evaluated by reference to the following qualification criteria:

#### **These are detailed further in Appendix A:**

- a) Completeness of quotation documentation as specified in **Appendix A** of this document

**And**

- b) Stated ability to quote to meet the minimum requirements specified in Appendix B of this document

Note, that it is intended that only those quotes, that meet both of the above qualification criteria (**as detailed in Appendix A**) will be eligible for inclusion in the award process.

### **Award Criteria**

- 3.4 On the latest date for receipt of completed tenders candidates ideally should:
- a. Hold a recognised degree, or equivalent professional qualification, in a relevant discipline.
  - b. A post-graduate qualification in Management/Business would be desirable.
  - c. Candidates must possess a full driving license and have use of a vehicle.
- 3.5 Candidates should be able to demonstrate the following Required Competencies and Experience:
- a. A significant and demonstrable track record of operating and delivering results at a strategic level
  - b. At least 10 years relevant post graduate satisfactory experience including for a period of not less than six years, satisfactory work experience in a responsible role/capacity at a senior level.
  - c. Prior knowledge & understanding of the enterprise and economic eco-system in Counties Louth, Cavan and Monaghan.
  - d. Excellent interpersonal skills, including the ability to develop and maintain collaborative relationships and strategic partnerships, and exceptional communications, networking and influencing skills.
  - e. Demonstrable leadership ability, with a proven ability to lead, manage and motivate staff and teams to deliver high performance and change.
  - f. Excellent analytical and problem solving skills.
  - g. Resource management skills including a track record in leveraging new/additional resources to deliver programs and projects.
  - h. Skills and capabilities in strategy, policy development and economic development.
  - i. An ability to work effectively under pressure and manage a number of programmes and projects at any one time.
  - j. The capacity to work in a complex and dynamic political environment.
  - k. A proven track record in planning and implementing change.
  - l. An excellent knowledge of the Region, sector and the policy making process.
- 3.6 The successful proposal will be selected from qualifying quotations, following an evaluation process by a panel assembled by Louth County Council, which may include representatives of Louth, Cavan and Monaghan County Councils, on the basis of the most economically advantageous tender and including the following criteria (weights in brackets):
- The demonstrated functional and sectorial experience of the Contractor **(50%)**
  - The demonstrated track record of Project Management **(30%)**
  - All inclusive cost **(20%)**

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 | <b>A</b>                          |
| Cost for the tender being evaluated | <b>B</b>                          |
| Maximum Points available for Cost   | <b>30%</b>                        |
| Formula employed                    | <b><u>30% x A</u></b><br><b>B</b> |

#### **4. Notice to Companies Quoting**

4.1 Louth County Council proposes that the following information relating to this quotation will be made available on request under the Freedom of Information Act 2014.

- a) Name of successful quoting organization
- b) Reasons for non-acceptance of the enquirers' quotation

4.2 Louth County Council undertakes to hold confidential any information provided in this quotation subject to:

- a) Disclosure of the information specified at (a) and (b) above as liable for release to the public and
- b) Louth County Council's obligations under law, including the Freedom of Information Act which came into law on 14<sup>th</sup> October 2014.

Quoting organisations are asked to consider if any of the information supplied with the RFQ response should not be disclosed because of its sensitivity, (other than that referred to at (a) and (b) above). If this is the case, quoting organisations should when providing such information, identify same and specify the reasons for its sensitivity. Louth County Council will consult with the quoting organisation about the potentially sensitive information before making a decision on any request received under the Freedom of Information Act 2014.

#### **Contractual Arrangements**

4.3 It is intended that this Request for Quote will give rise to a contract/s for the supply of NEREP Programme Management to Louth County Council which will begin in January 2024.

- 4.4 Louth County Council requires that all information made available to the provider/ supplier in the course of this project be treated in strict confidence unless indicated otherwise in particular instances.

The providers/ suppliers shall at all times keep confidential and shall not, without the prior written consent of Louth County Council, use for its own benefit or purpose or the benefit or purpose of a third party or disclose to any third party any information of a confidential nature (including any trade secrets and information of commercial value) which may become known to it by virtue of it providing services unless such information is in the public domain (other than by breach of this provision) or the information is required to be disclosed by law. The provider/ supplier shall take all reasonable steps to ensure that its employees, agents and sub-contractors (if permitted by the terms of this contract) are bound by the same obligation.

#### 4.5 Financial Arrangements

- a) All costs must be quoted as a fixed price in Euro (*both exclusive and inclusive of VAT*).
- b) Costs quoted must include, for comparison purposes, all envisioned costs and service charges. To ensure best practice in procurement at least 3 competitive quotations in writing shall be sought.
- c) Payment for all third party costs must be agreed in advance and can only be paid on foot of appropriate invoices. Detailed invoicing arrangements will be agreed with the successful supplier at the time of the award of contract.
- d) Louth County Council is committed to meeting its obligations under the 30 day Prompt Payment Rule.
- e) Before a contract is awarded the successful Contractor(s) (and agent, where appropriate) will be required to promptly produce a valid, current Tax Clearance Certificate Number. In addition, Contractors must retain records of tax reference numbers for any subcontractors where payment exceeds €6,350 (incl. VAT).

**All payments under the contract will be conditional on the Contractor(s) being in possession of a valid, current certificate number at all times.**

#### 4.6 Professional Indemnity Insurance

It will be a condition of the award of the contract that the Tenderer will be required to hold for the term of the services contract the following insurances, where applicable:

- Employers Liability - €12.7 million
- Public Liability - €6.5 million
- Professional Indemnity - €1million

- Louth County Council should be indemnified under the suppliers insurances – either specifically or by way of an Indemnity to Principals clause.

#### **4.7 Preparation and Submission of Quotations**

- a) Quotations must be completed in accordance with the format specified in Appendix A. Quotations, which are incomplete, will be rejected.
- b) Louth County Council requires that any information provided, pursuant to this invitation to quote, will be treated in strict confidence by suppliers.
- c) Louth County Council reserves the right to seek clarification or verification of any such information. In the event of the quotation being successful, information supplied by quoting organisations will be treated as contractually binding.
- d) Louth County Council will not be liable in respect of any costs incurred by suppliers in the preparation of quotations, including an electronic copy, or any associated work effect.

#### **4.8 Compliance with GDPR**

The EU General Data Protection Regulation 2016/679 (**GDPR**) applies from 25<sup>th</sup> May 2018.

As you know, the GDPR applies to controllers (including Local Authorities) and processors (including third parties providing services to us, to the extent that such third parties process personal data as part of such services).

Louth County Council provides a range of financial and other supports to its client companies (“Clients”) and to certain other persons.

The GDPR requires, among other things, that contracts between controllers and their processors stipulate certain terms. To the extent that we act as a controller and you act as a processor, and the provision of your services requires you to process personal data relating to our Clients’ employees or officers and/or relating to our employees or officers and/or relating to other persons, at our request or under our instructions, our data processing arrangement should stipulate such terms.

This section details the relevant contractual terms required of processors by Article 28 of the GDPR.

In this section, the terms "personal data", "processor", "controller", "data subject", "supervisory authority", "personal data breach" and "processing" have the meaning given to those terms in the GDPR. "Sub-processors" means other processors that are used by you to process personal data.

The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and our obligations and rights as data controller are as provided in our existing agreements and/or further to written or oral instructions that you receive from us.



In processing personal data that we provide to you, you warrant and represent that you are, and shall be for so long as you process any such data, fully compliant with the GDPR and any national implementing legislation (“Data Protection Law”) and you agree:

- To only process the personal data on our documented instructions, unless you are required to do so by EU or Irish law. You shall inform us of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.
- Not to transfer the personal data to a recipient outside the EEA, without our prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- To impose a duty of confidentiality on any staff and subcontractors, where applicable, with access to the personal data.
- To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.
- Not to engage another processor without our prior specific or general written authorisation. In the case of general written authorisation, you shall inform us of any intended changes concerning the addition or replacement of other processors, thereby giving us the opportunity to object to such changes.
- To require any sub-processor that you engage to process the personal data on our behalf, to adhere to the same obligations that you undertake in this letter, to ensure such processing meets the requirements of the Data Protection Law, and you will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
- Insofar as possible, and taking into account the nature of the processing, assist us by appropriate technical and organisational measures to fulfill our obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.
- Taking into account the nature of the processing and the information available to you, assist us in ensuring compliance with our obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and

to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.

- At our request, delete or return all the personal data to us after the end of the provision of your services, and delete existing copies unless EU or Member State law requires storage of that personal data.
- Make available to us all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by us.
- Immediately inform us if, in your opinion, an instruction of ours infringes the GDPR or other EU or Irish data protection provisions.

#### **4.9 Cost of Preparation of the Request for Tender:**

Louth County Council will not be liable for any costs incurred by candidates in the preparation of the RFQ or any associated work effort. It is the responsibility of the Contractor to ensure that they are fully aware and understand the requirements as laid down in this document.

Contractors will be responsible for any costs incurred by them in the event of their being required to attend for interview or make a presentation of their proposals.

#### **4.10 Confidentiality**

The successful applicants will treat the details of all documents supplied in connection with any contract as private and confidential.

#### **4.11 Conflict of Interest**

Any conflicts of interest involving a candidate must be fully disclosed to Louth County Council. Any registerable interest involving the tenderer and Louth County Council or employees of Louth County Council or their relatives must be fully disclosed in the application or should be communicated to Louth County Council immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of an application and prior to the award of the contract. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and the Ethics in Public Office Act 2001. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

#### **4.12 Legal Form of Groupings**

In the case of group bidders no special legal form is required but any non-legal entity will be required to form one single legal entity prior to the award of any contract.

**4.13** Louth County Council will not consider RFQ's which are not received on time.

**4.14** Louth County Council may seek clarification from the Contractor of any details submitted or referred to in this quotation.

**4.15** Louth County Council may not award any contract under this Request for Quotation.

**4.16** Louth County Council may call a tenderer(s) for contract to interview if it is of the opinion that further clarifications on the details submitted are required.

**4.17** Louth County Council may carry out a site visit to the Contractors premises in order to satisfy itself with any of the details submitted or referred to in this application.

**4.18** All questions on this process will be answered contacting [tenders@leo.louthcoco.ie](mailto:tenders@leo.louthcoco.ie) only.

**4.19** All prices tendered for competitions shall be "all inclusive" of expenses and other costs and shall not be qualified or subject to variables or extra.

**4.20** The contract will be for a period of 12 months unless extended as per Section 2.0.

## **5. Submission of Tender**

**5.1** Submissions will only be accepted in soft copy. Submission should be titled **North East Regional Enterprise Plan Programme Management** in the Subject bar and should be emailed to:

[tenders@leo.louthcoco.ie](mailto:tenders@leo.louthcoco.ie)

**to be received no later than 4pm on 3<sup>rd</sup> January 2024**

- It is the responsibility of respondents to ensure that the quotation document is received on time.
- Quotations which are delivered late will not be considered. Late delivery of quotations occasioned through the use of an agent will not be entertained.

## Format of Quotation, Selection Criteria and Declaration of Bona Fides

### Appendix A – Format of quotation

#### 1.0 General Information

**1.1** Name, address, telephone and email of quoting organisation.  
Name of the person within the quoting organisation dealing with the matter.

**1.2** Name, address, telephone and email of any third parties involved in the quotation.  
Name of the person within the third-party business dealing with the matter.

**1.3** Description of role or element of contract to be fulfilled by any third-party

**1.4** Identification of party who will carry overall responsibility for the contract;

**1.5** Confirmation of acceptance by the quoting organisation and any third parties of the conditions of quotation described in Sections 2, 3 and 4 of the invitation to quote;

**2.0** Detailed schedule of services, costs, service delivery methodologies, innovation and sustainability approach and typical turn around/response time

**3.0** The details of specific personnel proposed for the delivery of the Service, together with their CVs which should specify demonstrated track record

**4.0** A statement of general capability for the proposed assignment, together with relevant references

**5.0** Declaration of Bona Fides must be completed. **(Appendix C)**

**6.0** Any other information that may be relevant to the quotation.

## **Appendix B – Selection Criteria**

Only Contractors who have met the following selection criteria will be included in the competition:

### **1.0 Tax Compliance**

The Contractor must produce verification of tax compliance.

### **2.0 Methodology**

The Contractor must provide a Methodology which must be satisfactory to Louth County Council.

### **3.0 Experience**

The Contractor must demonstrate that they have sufficient experience to enable them to deliver on this contract as outlined at point 3.5 in Section 3.

Tenderers must provide information clearly demonstrating their successful delivery of projects of similar duration, or longer.

This should include Title of Contract and Date completed and Nature and Complexity of Contract, and Client for whom it was delivered.

### **5.0 Environmental and Sustainability**

The contractor should outline the actions they will undertake in the project to reduce impact on the environment.

### **6.0 Personnel**

The Contractor must have sufficient qualified staff that will be responsible for delivering on the contract mentioned above. Please submit details below of the people who will be delivering on the contract.

- *Name, Qualifications and experience*
- *Confirmation that they were responsible for delivering on the contracts mentioned above.*
- *Confirmation that they will be available for delivering the services required by the contract*

### **7.0 Service Level Agreement**

6.1 The Contractor must agree to reply to all written queries raised by Louth County Council in writing within 2 working days of the issue of the query

- 6.2 The Contractor must agree to reply to all telephone queries raised by Louth County Council before 17.00 hrs on the same business day
- 6.3 The Contractor must be in a position to attend at meetings in Town Hall (Dundalk) or other locations at no extra charges to Louth County Council

## **8.0 Review of Contracts**

The Contractor must agree to have periodic reviews of any contract entered into which shall be determined at the time of award of the contract and shall agree to Louth County Council being in a position to terminate the contract without penalty for:

- a) Non delivery of a deliverable under the contract
- b) Failing to meet a time scale for delivery of a deliverable under the contract
- c) For any reason at the discretion of Louth County Council

## **9.0 Method of Payment**

The Contractor must agree to accept payment by means of electronic transfer of funds.

## **10.0 Commencement of Initial Contract**

The Contractor must be in a position to commence work on the initial contract within 2 weeks of being awarded the contract.

## **11.0 Sub Contracting**

- 10.1 The Contractor shall not subcontract any of the work without the prior written consent of Louth County Council; such consent will be granted solely at the discretion of Louth County Council.
- 10.2 Proposals which rely on sub-contracting to meet the minimum requirements for inclusion in the competition may be excluded from consideration.

**APPENDIX C Declaration of Bona Fides- to be complete by all applicants**

**DECLARATION RE PERSONAL CIRCUMSTANCES AS PER ART. 57 OF DIRECTIVE 2014/24/EU**

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

|   |  | <b>YES</b>   | <b>NO</b> |
|---|--|--|-----------|
| <b>1.1</b> Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?  |  | Please indicate your answer by marking 'X' in the relevant box |           |
| 1.1.a   | participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;  |  |           |
| 1.1.b   | corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established; |  |           |
| 1.1.c   | fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;  |  |           |
| 1.1.d   | the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;  |  |           |
| 1.1.e   | the subject of a conviction for money laundering or terrorist financing;   |  |           |
| 1.1.f   | the subject of a conviction of child labour and other forms of trafficking in human beings;  |  |           |
| <b>Non-payment of taxes or social security obligations</b>  |  |  |           |
| <b>1.2</b> Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions? |  |  |           |



Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved.

| 2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation. |   | YES | NO |
|---|---|-----|----|
| 2.1.a   | has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU; |     |    |
| 2.1.b   | is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;  |     |    |
| 2.1.c   | is guilty of grave professional misconduct which renders its integrity questionable;  |     |    |
| 2.1.d   | has entered into agreements with other economic operators aimed at distorting competition;  |     |    |
| 2.1.e   | has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;   |     |    |
| 2.1.f   | confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;   |     |    |
| 2.1.g   | has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.   |     |    |

|       |   |  |  |
|-------|---|--|--|
| 2.1.h | <ul style="list-style-type: none"> <li>is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or</li> </ul>   |  |  |
|       | <ul style="list-style-type: none"> <li>has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or</li> </ul>   |  |  |
| 2.1.i | <p>has undertaken to:</p> <ul style="list-style-type: none"> <li>unduly influence the decision-making process of the contracting entity, obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or</li> <li>negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</li> </ul> |  |  |

**Ends**