

OPEN PROCEDURE

INVITATION TO TENDER

MULTI-PARTY FRAMEWORK AGREEMENT 2025 FOR HSE CAPITAL PROJECTS

Anticipated Number in Framework		8
Scope of Framework	Multi-Party Framework Agreement for Building Services Engineering (M&E) Services 2025 for HSE Capital works projects	
Project Type	Framework: HSE West health region (IHA Galway/Roscommon & IHA Mayo) FW05: Non-Acute Capital Works – Project Value €15M - €60M excluding VAT	
Procedure	Open Procedure	
Issue Date	As per etenders	
Closing Date for Queries	As per etenders	
Closing Date for Tender Submissions	As per etenders	
Contact for Queries	Messaging facility on www.etenders.gov.ie	
Format for submission of tenders	Via www.etenders.gov.ie only	
IMPORTANT NOTE		
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 . Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.		

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PREFACE

Health Service Executive (the “Contracting Authority”) is making these documents available to candidates for the framework agreement, for tendering purposes only. These documents must not be used for any other purpose.

In no circumstances shall the Contracting Authority, its advisers, consultants, servants and/or agents incur any liability or responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the services. Any costs associated with the submission of a tender are the sole responsibility of the Tenderer and will not be reimbursed.

These documents are being made available by the Contracting Authority to candidates on the terms set out in these instructions. These documents are not being distributed to the public and have not been filed, registered or approved in any jurisdiction. Possession or use of these documents in any manner contrary to any applicable law is expressly prohibited. Tenderers shall inform themselves concerning, and shall observe, any applicable legal requirements.

No reliance shall be placed on any information or statements contained in these documents, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither the Contracting Authority nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the legality, validity, effectiveness, enforceability, accuracy, adequacy or completeness of such information or any statements made in relation to such Services. Tenderers must make their own assessment of the adequacy, accuracy, and completeness of these documents.

Tenderers should note that any reference in these Instructions to a notional capital value for the project or a notional number of hours for additional services is purely for the purposes of assessment, as described in section 4 of these Instructions. The Contracting Authority makes no representation that such figures are an accurate estimate of the value of the project or the number of hours of additional services that may be required (if any). Tenderers shall not be entitled to a change in any tendered rates or prices should the actual value of the project or the actual number of hours of additional services be higher or lower than the notional figures contained herein.

The information does not purport to be comprehensive or to have been independently verified.

The Contracting Authority reserves the right to amend these Instructions, its requirements and any information contained herein at any time by notice, in writing, to the Tenderers.

The Contracting Authority reserves the right to amend these Instructions, its requirements and any information contained herein at any time by notice, in writing, to the Tenderers.

Tenderers must treat these Instructions, their tenders, and their participation in this competition as confidential. Tenderers must not disclose any information about this competition to anyone other than to those who have a legitimate need to know or whom they need to consult for the purpose of tendering, and then only on a confidential basis, or as required by law. Tenderers shall promptly return these Instructions to the Contracting Authority upon request.

Nothing in these Instructions is, nor shall be relied upon as, a promise or representation as to the Contracting Authority’s ultimate decision in relation to the award of a multi-party framework agreement (the “Framework Agreement”) for the services the subject of the Framework Agreement (the “Services”) or any award of contract under the Framework Agreement (a “Contract”). However, the Contracting Authority reserves the right to take such steps as it considers appropriate, including (but not limited to):

- changing the basis of, or the procedures (including the timetable) relating to, the tender process;
- rejecting any, or all, of the tenders;

- not inviting a Tenderer to proceed further;
- not furnishing a Tenderer with additional information; or
- abandoning the competition.

Nothing contained in these Instructions is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of these Instructions cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

No legal relationship or other obligation shall arise between any Tenderer and the Contracting Authority (except for the Tenderer's irrevocable offer to be bound by its tender for the period stated) unless and until the Framework Agreement has been entered into by issue of the Letter of Acceptance and the successful Tenderer and any conditions precedent to its effectiveness have been fulfilled.

The Contracting Authority is entitled to disclose to any person any information about this competition, including the identity of the Tenderers and details of their respective members, the Services, the tender process or the award of the Framework Agreement or a Contract (including, without limitation, details of the price) at any time.

If a Tenderer considers that information it supplies is commercially sensitive or confidential, this should be clearly stated and clear and substantive reasons should be given. Representations as to confidentiality or commercial sensitivity should give a time after which the information may be disclosed; this would not normally exceed 5 years.

The Contracting Authority will have regard to such a statement in considering a request for access to the information under the Freedom of Information Act 2014, but is not bound by the Tenderer's view.

All exchanges shall be kept confidential by the Tenderer and its advisors, consultants, contractors, servants and agents. Tenderers may also be asked to enter into undertakings of confidentiality should it become appropriate to release confidential information to them.

References to these Instructions in this section includes all information contained in these Instructions, their accompanying documentation, and any information and/or opinions made available during the tender period by or on behalf of the Contracting Authority, its advisers, consultants, contractors, servants and/or agents in connection with these Instructions or the Services including, without limitation, information made available in response to any queries.

Irish law is applicable to these Instructions. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from these Instructions.

Each Tenderer's acceptance of delivery of these Instructions constitutes its agreement to, and acceptance of, the terms set forth in the Preface.

1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

The Health Service Executive (the “Contracting Authority”) was established in January 2005 as the single body responsible for meeting Ireland’s health and social care needs which are delivered through hospitals and community health services. Health Services can be broadly defined as those services that are concerned with the promotion of good health; prevention of illness e.g. health screening and the diagnosis and treatment of illness.

The HSE is an organisation of more than 100,000 people, either in direct employment or employed by voluntary hospitals and bodies funded by the HSE.

The Contracting Authority is the authority responsible for this procurement.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

The Contracting Authority intends to establish a Multi-Party Framework Agreement with suitably qualified services providers for the provision of Building Services Engineering (M&E) Services (including provision for potential separate appointment of a Technical Advisor if required by HSE) to award call-off contracts for capital works projects in the HSE West Health Region (the “Framework Agreement”) in accordance with the rules contained herein and in the Framework Agreement.

2.2 Scope of Requirements under the Framework

2.2.1 The Scope of the Framework

The value of the works projects awarded under the Framework Agreement may range from approximately €15M - €60M (excluding VAT).

The above band is indicative and the HSE reserves the right to use the Framework in respect of smaller or larger capital works projects. HSE may also use this Framework to procure Building Services Engineering (M&E) Services for minor works projects where necessary.

The HSE also reserve the right to procure design services for projects in other HSE health regions where the HSE have identified significant similarities between (a) an existing project or ongoing project completed or being undertaken by a Framework Participant pursuant to the Framework Agreement and (b) a project proposed in another HSE health region. The exercise of this right will be in accordance with the rules and procedures set out in the Framework Agreement and subject to a maximum of 20% of the value of services awarded under the Framework Agreement.

Additionally, the HSE may award a call-off contract to the next ranked tenderer for a peer review of the services, as detailed in section 3.9.

Range of Projects:

Within this framework, there will be a range of projects which the Contracting Authority may require over the course of the term of the Framework. The range of projects is likely to include the following project / building types (this is not an exhaustive list):

- (a) Extension projects;
- (b) Healthcare building – new build;

- (c) Refurbishment / Renovation projects;
- (d) Residential Units;
- (e) Staff and Office Accommodation
- (f) Infrastructural Campus Upgrade Works.

The HSE is acting as a central purchasing body procuring the required services on behalf of hospitals and healthcare providers in the HSE West Health Region. Whilst successful tenderers will enter into this Framework Agreement with the HSE, each relevant call-off contract awarded under this Framework may be with any of the Framework Clients as defined in the Framework Agreement.

Please refer to the Requirements and Specification at Appendix 2 of this Request for Tender for more detail.

2.2.2 Details of Contracts under the Framework

There is no guarantee of additional contracts or call-off contracts under the Framework. The appointment of successful tenderers to the Framework does not constitute a commitment or a guarantee from the Contracting Authority to enter into any contract with that tenderer or any framework member and does not confer any exclusivity on them. In the event that the Contracting Authority wishes to award a call-off contract, it will do so in line with the provisions of the Framework Agreement.

2.3 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 supplies/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 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 will be non-billable.

2.4 Conduct of the Procurement Process

The Contracting Authority is conducting an open procedure in accordance with EU Directive 2014/24/EU as implemented in Ireland by the EU (Award of Public Authority Contracts) Regulations 2016 (SI No. 284 of 2016).

The procurement process is being conducted in a single stage. Tenderers who meet the minimum criteria set out in the SAQ and fulfil the conditions thereunder will have their response to the ITT assessed (collectively a "Tender Response"). The Contracting Authority intends to identify successful tenderers for admission to the Framework Agreement from the Tender Responses.

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue SAQ and ITT	as per etenders
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Closing date for Queries	as per etenders
Closing date for Receipt of Tender Responses	as per etenders
Award decision	TBC.
Framework Agreement Commencement	TBC.

The dates provided above are estimates at the time of publication of this Invitation to Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed. The Contracting Authority reserves the right, in its sole discretion, to extend the timelines identified above by giving notice in writing via www.etenders.gov.ie to tenderers at any point. Without prejudice to the foregoing, the Contracting Authority reserves the right, in its sole discretion, to extend the closing date for receipt of tenders by giving notice via eTenders to all parties who have expressed an interest in the competition no later than six days before the original closing date for receipt of tenders.

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority is engaging in a competitive process for the establishment of the 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.

3.1 Numbers Admitted to the Framework Agreement

The Framework Agreement will be established as a multi-party framework agreement with eight (8) operators (except where participants have the same scores as the 8th ranked, following the evaluation of tenders in which case such parties will be invited to join the Framework), subject to that number meeting the minimum criteria and rules.

3.2 Duration of the Framework Agreement

The Framework Agreement will be for a maximum period of four (4) years.

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.

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this Framework Agreement will be in the region of €15-60m excluding VAT.

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

3.4 Awarding Contracts under the Framework Agreement

In the case of a multi-party framework agreement contracts for required Building Services Engineering (M&E) Services and/or technical advisory services may be awarded as follows:

(a) Mini-Tenders

Through invitation to a mini-tender process of all the tenderers admitted to the Framework Agreement. On each occasion, a supplementary invitation to tender will be issued by the Contracting Authority detailing the scope of requirements, the award criteria, a closing date and time and methodology for submission of responses.

AND / OR

(b) Use of Cascade Method

Through application of the cascade method whereby contracts are awarded by the Contracting Authority on foot of the original tenders to the first ranked tenderer admitted to the framework agreement. Where they are not able to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the framework operators until the contract is awarded.

Please note that under the cascade system, performance and quality of delivery will be a key feature, and the Contracting Authority reserves the right to apply the relegation process detailed in the Framework Agreement and relegate the first ranked member to the bottom position on the cascade list for poor performance.

3.5 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 operators. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the members the right to be consulted in respect of, or tender for, any contract.

3.6 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 Agreement as appended at Appendix 1 hereto.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their Tender Response. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in Section (c) of the "Instructions to Tenderers" of this Invitation to Tender document.

3.7 Award to Runner Up

If, following the award of any contract under the Framework Agreement, the framework operator cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award the contract to the next highest-ranked framework operator on the framework or at its absolute discretion, the Contracting Authority may award a Call-Off Contract by way of mini competition as detailed in the Framework Agreement,...

3.8 Right to Novate Design Team Appointment to Design and Build Contractor

The HSE or the relevant Framework Client reserves the right to novate the relevant design team Appointments on any project to a Design and Build Contractor who will assume full design responsibility.

In the event that a Technical Advisor is required to be appointed on any project under the Framework Agreement as a result of any such novation, the HSE or the relevant Framework Client reserves the right to award such Technical Advisor appointment to the next ranked Participant (under the cascade method) or by way of mini-competition in accordance with the rules set out in the Framework Agreement.

3.9 Peer to Peer Review

The HSE or the relevant Framework Client may award a call-off contract to the next ranked tenderer to carry out a peer review of the services being provided by framework member under a call-off contract.

4. 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. Please refer to the Framework Agreement for details of the award criteria which would apply in the case of mini tenders under the Framework Agreement.

Criterion A	Weighting	Maximum Marks	Minimum Marks Required – 50%
	30%	300	150
Title	PROJECT ASSESSMENT & UNDERSTANDING OF THE CLIENT'S TECHNICAL REQUIREMENTS FOR THE PROJECT:		
Description	Not to exceed a maximum four (4) A4 pages - Arial font size 10 point - to include graphics if deemed beneficial by the Tenderer. All text, graphics and diagrams <u>must be legible</u>. A written submission explaining the Tenderer's appreciation and understanding of the site and project specific issues they deem most relevant to the successful delivery of their Service and the project and as it relates to the Client's Technical Requirements and Scope of Service (TR+SoS) document and Outline Brief. The Tenderer must clearly set out their approach to the coordination of the various components of this project including but not limited to and as relevant to the project in hand, new build, refurbishment works, enabling works, decant of existing services as necessary, 'live' hospital/healthcare campus and any potentially 'off site fit-out' works, and other similar works which may be required in order to successfully deliver the project. The Tenderer should make reference to the Client's Outline Brief interpreting the document and addressing any challenges posed. The Tenderer must address the challenges and opportunities/solutions presented by the site. The response to this criterion should specifically address the Tenderer's approach to interpreting the TR+SoS and Client's brief with particular reference to, but not limited to, design challenges posed including the provision of suitable environments for the healthcare functions, fostering close working relations, policies of standardization, accessibility, security, maintenance and running costs, construction budgets including final accounts, tendering procedures and contractual issues, achieving energy efficient design and BC(A)R requirements/regulations. The Tenderer must demonstrate an understanding of how the Client's Brief can be best achieved and accommodated on the site. General issues not related to the project which the Contracting Authority considers to have little relevance will not be considered.		

Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	25%	250	125
Title	EXECUTION METHODOLOGY & PROGRAMME:		
Description	Not to exceed a maximum of four (4) A4 pages – Arial font size 10 point - which shall include graphics and images if deemed beneficial by the Tenderer. The required organisation chart shall be included in the above page limit. All text, graphics and diagrams <u>must be legible</u>. Tenderers shall provide an execution methodology describing how they intend to organise and perform the Services, for which they are responsible, which typically will include details of work plans, specific objectives and principal deliverables for each Stage of the Services together with details of any inputs required from the Client. Demonstrate a clear understanding of their role within the design team and their duties to integrate and co-ordinate with those other members of the wider design team; their role in relation to the Client, stakeholders, Local Authorities, Utility companies, and other specialists engaged by the Client etc. The Tenderer shall address each stage of the project as appropriate. The Tenderer must clearly demonstrate how their Execution Methodology and Programme shall be managed and aligned, with a detailed narrative describing the main activities, assumptions and logic, highlighting major restraints and critical areas in the process including Client and stakeholder reviews / (re-)approvals, organization, and completion of the Services delivery and proposals to effectively address same. The Tenderer must address their service requirements under Building Control (Amendment) Regulations (BC(A)R) 2014. The Tenderer is required, should the project warrant it, to clearly set out the Tenderer's approach to ensuring any integrity of existing structures during construction works, the measures, if any, they will employ to ensure that all appropriate steps are put in place to adhere to this obligation, if and as required by the project, both in terms of engagement with Statutory Bodies and within Tender documentation, etc. The proposal shall include details of resources of third party specialist firms intended to be employed, stating the services to be provided by each resource and the key capabilities of each to deliver the Services, and the Tenderers management of same. The Programme shall be additional to the page limit set above. All text, graphics and diagrams <u>must be legible</u>.		

	Tenderers for Architectural Services only shall submit a programme in digital, native format identifying the key activities and critical path within each Stage of the Services, against the performance periods set out in the Tender documents.		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	15%	150	75
Title	ORGANISATION & ASSIGNMENT OF KEY PERSONNEL & RESOURCES:		
Description	Not to exceed a maximum of three (3) A4 pages – Arial font size 10 point - which shall include images and graphics if desired. Resource Allocation Schedule as relevant and where required, shall be additional to the page limit set above. All text, graphics and diagrams <u>must be legible</u>. A written submission setting out the proposed staffing levels and identifying the lead team members, explaining the logic for the assignment of the resources offered to ensure project delivery. Complete and submit the Resource Allocation Schedule for each project stage and consistent with the required narrative setting out the proposed staffing levels and identifying the lead team members. All members of the team and any other supporting personnel including details of resources of Supplemental staff and of any third party specialists firms should be listed as part of the completed resource personnel offered. Tenderers are referred to the following list detailing the number of Framework Named Management & Senior Personnel Staff required for this project: Management - 1Nr.; Senior Staff - 2Nr (1 Mechanical; 1 Electrical)		

Criterion D	Weighting	Maximum Marks	Minimum Marks – 50%
	30%	300	150
Title	PRICE:		
Description	Note1: The Principal Service Provider and each of their Specialist Skills Providers (whether in-house specialists or external consultants) must respond separately to this criterion by including as requested their own separate percentage (%) fee and Daily Rates into the singular Form of Tender provided. Tenderers are required to bid as follows: Criterion D1: Percentage (%) Fee for Design Team Services (CWMF Stages (i) to (v) inclusive) for the INITIAL project forming the frameworks and the subject of this tender. For the purposes of tender evaluation, the percentage (%) fee will be assessed based on the Notional Construction Value (NCV) of the project as stipulated in the Tender Documents. 150 maximum marks. Criterion D2: Percentage (%) Fee for Design Team Services (CWMF Stages (i) to (v) inclusive) for Value Band Nr. FW05-A (€15-€30m) within the Framework Category Type. For the purposes of tender evaluation, the percentage (%) fee will be assessed based on a smaller scale, similar type of healthcare project as this tender. 40 maximum marks. Criterion D3: Percentage (%) Fee for Design Team Services (CWMF Stages (i) to (v) inclusive) for Value Band Nr. FW05-B (€30-€45m) within the Framework Category Type. For the purposes of tender evaluation, the percentage (%) fee will be assessed based on a smaller scale, similar type of healthcare project as this tender. 40 maximum marks. Criterion D4: Percentage Fee for Design Team Services – Enabling works contract(s) (CWMF Stages (i) to (v) inclusive). For the purposes of tender evaluation, the percentage fee will be assessed based on the Notional Construction Value (NCV) of the Enabling Works project(s) as stipulated in the Tender Documents. The percentage fee will be in accordance with the agreed cost plans for Stage 1 to Stage 2b. The percentage fee for Stage 2c to Stage 5 will remain fixed based on the agreed Stage 2b cost report and will not be subject to fluctuation. 40 maximum marks. Criterion D5: Daily Rates for Design Team Services that are: Daily Rates submitted at the INITIAL project tender stage will also apply to subsequent Call-Off projects as follows: · For Framework Category Type 01 Value Band 01 and · For design team services that are demonstrably outside of the normal core design team services for the design discipline as clearly set out in the Technical Requirements document. 30 maximum marks.		

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the framework award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 2: Tenderers should note that they must achieve the minimum rating for individual criteria A, B and C above in order to avoid elimination from the competition.

4.1a Methodology for Calculating the Cost Score

Refer to the Project Information Memorandum (PIM) included in the tender documentation issued.

Qualitative criteria A, B and C will be scored using the following baseline scoring system:

Score	Meaning	Interpretation
90 – 100%	Outstanding	An outstanding 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 – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly 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%	Unacceptable	Unacceptable response with little or no supporting documents provided and considered ineligible from further consideration.

Marks may be awarded in the score ranges identified above on the basis of the Contracting Authority's evaluation of responses.

4.3 Post Tender Clarifications

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

Responses to requests for clarification must not materially change any of the elements of the tenders submitted and the Contracting Authority will not accept any additional submissions, other than clarifications, as part of that process. Tenderers who do not provide the clarifications sought within a specified time period of receipt of such a request via email/eTenders from the Contracting Authority may be excluded from the competition. No unsolicited communications from tenderers will be entertained during the evaluation period.

4.4 Verification

Award of contract/membership of the Framework Agreement may be subject to attendance at a verification meeting. It would be essential that the key personnel proposed 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.

A visit to the Tenderer's premises may be required to verify any questions or queries regarding the tender offer.

4.5 Clarification of Abnormally Low Tenders

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.

4.6 Right to Confirm Suitability

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 establishment of the framework and award of any contract.

5. INSTRUCTIONS FOR TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the tender post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, 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 post-box, 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 who are not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

The tender submission shall comprise of the following:

- All information and appendices required in the Suitability Assessment
- Tender and Schedule (From of Tender completed & signed)
- Pricing Document (completed for the Principal Service Provider and in relation to Architects, their Specialist Skills Provider)
- Consultant's Quality Submission in response to the Quality Criteria, Criterion A, B&C as stated in this ITT
- Consultant's completed Resource Allocation Schedule (RAS) and in the case of the Architects, a RAS for each of their Specialist Skills Providers also.

(b) Closing date for Tenders

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded and 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. Please submit queries as soon as possible and before the closing date for queries.

In circulating responses, queries may 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.

It is the responsibility of the tenderer to ensure that the correct incoming email address for the receipt of all electronic correspondence is stored on www.etenders.gov.ie. If the links are not working in any electronic correspondence (due to internal firewalls or IT security), tenderers should log in directly via the www.etenders.gov.ie portal to view any new activity.

It is the responsibility of tenderers to log on to www.etenders.gov.ie regularly to ensure that they are aware of any new activity and should not rely solely on email notifications from the Contracting Authority via www.etenders.gov.ie. All tenderers should include noreply@eu-supply.com in their spam filters (if they use a filtering tool) in order to receive notifications. The Contracting Authority shall have no liability in respect of a tenderer not receiving email notifications or any failure on the part of a tenderer to regularly check www.etenders.gov.ie.

(d) 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.

(e) Discrepancies between documents

A pdf version of the Invitation to 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.

(f) Formatting of Tenders / Amending Tender Documentation

Tenderers must comply with any rules or restrictions relating to the format or content of tender, where this has been provided.

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.

(g) 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.

(h) 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.

(i) 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.

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.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) 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 at any time.

(p) 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) Establishment of framework/award of contract
- b) Letter of regret
- c) Decision not to proceed with the establishment of the framework

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 (i.e. where the procurement process relates to a contract that exceeds the relevant EU thresholds) 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').

(q) Award Notices

Following the award of contract, an award notice will be despatched to eTenders and the Official Journal of the European Union (where an EU procurement) 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.

(r) 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).

(s) 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".

(t) 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 should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(u) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the tenderer/tenderer'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.

(v) 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.

(w) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters including, employment and health and safety matters and includes, but is not limited to, the Employment Equality Acts 1998-2015, National Minimum Wages Act 2000 (as amended), Safety, Health and Welfare at Work Act 2005 (as amended), Data Protection Act 2018 and Official Secrets Act 1963 (as amended). 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 and construed in accordance with Irish law.

(x) 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 and Welfare at Work Acts 2005 and all regulations issued thereunder, including the Safety Health and Welfare at Work (Construction) Regulations 2013, any code of practice and any guidance issued in relation thereto, in each case as the same may be amended or supplemented or superseded from time to time

(y) Anti-Competitive Conduct

Tenderers attention is drawn to the Competition Act 2002-2017 (the "2002 Act"). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

(z) 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 the Invitation to Tender / 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.

(aa) 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).

Any and all taxes applicable to the provision of goods and/or services will be the sole responsibility of the successful tenderer and the successful tenderer so acknowledges and confirms.

(bb) Freedom of Information

All responses to this Invitation to Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including, but not limited to, the Freedom of Information Act 2014, EU and Irish 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 invitation to 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.

(cc) Late Payment

The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. 580 of 2012) and the European Communities (Late Payment in Commercial Transactions) (Amendment) Regulations 2016 (S.I. No. 281 of 2016) on combating late payment in commercial transactions.

(dd) Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Irish Data Protection Acts 1988 to 2018, the General Data Protection 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 any other applicable law or regulation relating to the processing of personal data and to privacy, including the E-Privacy Directive and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, as such legislation may be supplemented, amended, revised or replaced from time to time.

The Contracting Authority will be a Data Controller (where Data 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 Invitation to Tender.

The tenderer, as Data Controller in respect of any Personal Data provided by it in its tender, is required to confirm in its tender 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. The tenderer shall comply with all of its obligations under the Data Protection Laws.

(ee) 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/framework, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise as a result of the United Kingdom having ceased to be a member of the European Union.

(ff) Transfer of Undertaking and Protection of Employees (TUPE)

Tenderers shall take sole responsibility and undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (TUPE Regulations) and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the TUPE Regulations.

APPENDIX 1 – FRAMEWORK AGREEMENT

See 5.0 Framework Agreement

APPENDIX 2 – REQUIREMENTS AND SPECIFICATIONS

1. Technical Requirements & Scope of Services – 6.0 TR and Ancillary docs
2. Schedule of Accommodation – included in Project brief in the 6.0 TR and Ancillary docs
3. Site Plans / Drawings – in the information pack in the 6.0 TR and Ancillary docs
4. Clinical / Design Brief (Client Brief) – included in Project brief in the 6.0 TR and Ancillary docs