



Request for Tender

Multi Supplier Framework Agreement for the delivery of works pursuant to SEAI Energy Poverty Programme

Tender Procedure: Open Procedure (above OJEU threshold)

Date of Issue: 4 December 2025

Tender Deadline: 22 January 2026 at 12:00 (noon)

Documents Associated with this RFT

Document	Description	Filename	Status
Request for Tender	The RFT outlines the project requirements, evaluation criteria, contractual conditions, technical specifications, and submission instructions to ensure all respondents can prepare proposals on an equal and transparent basis.	01. Request For Tender (FINAL VERSION_20251204).pdf	Advisory
Tender Response Document Part A	Document for completion by Tenderers to demonstrate their ability to meet the Selection Criteria	02. Selection TRD Part A Final 20251204 V1.0.docx	Mandatory
Tender Response Document Part B	Document for completion by Tenderers to respond to the award criteria	03. Award TRD Part B Final 20251204 V1.0.docx	Mandatory
Tender Response Document Part C	Pricing Schedule	04. Pricing Document TRD Part C.docx	Mandatory
Appendices for Completion by Tenderer	All mandatory documents that must be completed by Tenderers comprising of - Appendix 3 - Appendix 3A - Appendix 4 - ESPD	05. Appendices for Completion by Tenderers 06. ESPD - RFT 2026 (FINAL 20251204)	Mandatory
Framework Agreement	The terms and conditions that apply to the contracting arrangement	07. Annex 1 Framework Agreement Energy Poverty 2026 (FINAL 20251204).pdf	Advisory for execution by successful tenderers
Warmer Homes Operations Manual	This document is a reference manual for the Framework Participants who are carrying out energy upgrade works specific to the WHS. It sets out the key operations, processes and expected technical standards for the works carried out on the programmes, in addition to the scope of the DTSS. All Tenderers should be fully familiar with the contents of this document and refer to the 'Reasonably Expected Works (REW)' tables and smaller measure sections within the Operations Manual when calculating their costs per measure for the tender	08. Operations Manual 2026	Supporting Technical and Operational Reference Document
Domestic Technical Standards and Specifications	This document is the technical reference source for those carrying out energy upgrade works for all SEAL grant programmes including the	09. Domestic-Technical-Standards-and-Specifications 1	Supporting Technical and Operational

Guidelines (DTSS)	works carried out on the WHS. It sets out the general competencies, standards and specifications that SEAI-registered contractors must possess and adhere to when carrying out works under the WHS. It provides technical guidance for all the measures delivered under the programme.		Reference Document
SEAI's BEH Quality Assurance and Disciplinary Procedure V5.13(QADP)	This document applies to all the Framework Participants, who are carrying out energy upgrade works specific to the Energy Poverty Programme. It sets out the key elements and processes of the QADP system, incorporating performance monitoring and evaluation procedures which are applicable to works carried out on the programme. All those appointed to the framework must ensure that they and their operators are fully familiar with the relevant QADP processes prior to commencement of any works on the Energy Poverty Programmes. Further information regarding QA processes specific to the WHS is in the Operations Manual under Appendix 1.	10. Better-Energy-Homes-QADP	Supporting Technical and Operational Reference Document
Warmer Homes Scheme and Application Guidelines	This document provides an overview on how the WHS currently operates and includes the terms and conditions which every applicant must sign up to in applying for the programme. It outlines the processes, expectations and key information relevant to the programme from the homeowner's perspective.	11. Warmer Homes Scheme and Application Guidelines	Supporting Technical and Operational Reference Document

A mandatory document must be submitted as part of the Tenderers response

Glossary of Key Terms

Contractor: Individual or company carrying out energy upgrade measures supported by one or more of the programmes referenced in the Operations Manual. Contractor registration requirements are detailed on the SEAI website.

Consortium: has the meaning given to it in section 2.5.

Consortium Member(s): has the meaning given to it in section 2.5.

Deep measures: Energy efficiency upgrade works of increased complexity consisting of external and internal insulation at ceiling level, window and door replacements and high efficiency heating systems including renewable heating systems.

Earthing/bonding: The electrical connection of all exposed metallic building elements, e.g., pipework, to prevent electric shock from one of these elements in the event of an electrical fault. Earthing/bonding must be carried out in accordance with the applicable National Rules for Electrical Installations.

Energy Poverty Programme: SEAI's fully funded programme providing custom suite of measures per home. The programme currently in operation is the Warmer Homes Scheme [WHS].

Fixed Costs: SEAI has provided a number of fixed costs based on market data. These costs are low-frequency and cost range. Tenderers are excluded from inputting any prices for these items.

Framework Agreement: The framework agreement to be entered into between SEAI and the successful tenderers following this tender process, a copy of which is set out in the tender pack.

Framework Participant: A successful tenderer (contractor), who has been appointed by SEAI, to the framework panel.

Group: means any entity together with any of its parent undertakings, subsidiary undertakings, or entities under common control with it.

Install Complete: The status at which the contractor notifies SEAI through the WHS database that they have completed the works.

Managing Agent: A team working on behalf of SEAI, assisting in QA and programme operations.

Operations Manual: means the guiding document which sets out the administrative, operative and technical aspects of the Energy Poverty Programme.

Primary Measures: Primary Measures are upgrades with costs which are not set by SEAI and must be submitted by the Tenderer.

Programme Surveyor: A trained surveyor working on behalf of SEAI, who assesses the potential upgrades per home.

Reasonably Expected Works: The list of works expected to be included when pricing and carrying out a measure.

Request for Tender or RFT: This request for tenders is for the establishment of a framework for the delivery of works pursuant to SEAI's Energy Poverty Programme.

Schedule of Measures: The defined list of measures expected to be delivered on the Framework by all Framework Participants.

Secondary Measures: Secondary Measures are upgrades with associated costs which are set by SEAI and not submitted by the Tenderer. They are low cost, lower frequency items with acceptable fixed market costs which are supplemental to the Primary Measures

Shallow measures: Essential energy efficiency upgrade works consisting of attic insulation at ceiling level, sloped internal wall insulation and cavity wall insulation.

Tenderer: means any person who has submitted, or intends to submit, a tender in response to this RFT and, where the Tenderer is a Consortium, reference to a Tenderer includes the Consortium Members (and includes, as the context so admits or requires, anyone, more or all of the tenderers).

Works Order: A list of recommended works made by the Programme Surveyor per home.

Key Acronyms

BEH	SEAI's grant scheme Better Energy Homes
BER	Building Energy Rating
CIBSE	Chartered Institution of Building Services Engineers
CA	Contracting Authority (SEAI)
CO	Contractor
CoW	Clerk of Works
CWI	Cavity wall insulation
CWST	Cold water storage tank
CMEV	Centralised continuous mechanical ventilation
DCA	Domiciliary Care Allowance
DCEE	Department of Climate, Energy and the Environment
DCV	Centralised mechanical ventilation with demand control
DEAP	Dwelling Energy Assessment Procedure
DTSS	Domestic Technical Standards and Specifications
ESPD	European Single Procurement Document
EWI	External wall insulation
IWI	Internal wall insulation
LED	Light Emitting Diode lamp
MEAT	Most Economic Advantageous Tender
MEV	Mechanical extract ventilation
MEWP	Mobile elevated work platform
NSAI	National Standards Authority of Ireland
PIR	Periodic Inspection Report
QA	Quality Assurance
QADP	Quality Assurance and Disciplinary Procedure (SEAI)
REC	Registered Electrical Contractors
RECI	Register of Electrical Contractors of Ireland
REW	Reasonably Expected Works
SC	Selection Criteria
SE	Safe Electric
SEAI	Sustainable Energy Authority of Ireland
SOP	Standard Operating Procedure
TGD	Technical Guidance Document
WHS	Warmer Homes Scheme
WO	Works Order

Part 1: Introduction

1.1 The Sustainable Energy Authority of Ireland (also referred to as the SEAI) (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the appointment to a multi supplier framework agreement for delivery of works pursuant to SEAI Energy Poverty Programmes as described in Appendix 1 to this RFT (the “Services”).

1.2 In summary, the Services comprise: a multi-party framework agreement to install energy efficiency measures in eligible homes nationwide under the Energy Poverty Programme led by SEAI. The programmes currently in operation is WHS 2.0 Priority Programme a nationwide programme.

The general requirements and specification of services are outlined in Appendix 1. Please note that the information at Appendix 1 is non-exhaustive and serves to illustrate the core type of services that may be procured under the Framework Agreement. This Request for Tender will cover the services and works to be carried out under SEAI’s Energy Poverty Programme, the Warmer Homes Scheme which may, over the duration of the framework, be subject to change at the discretion of SEAI.

This procurement is conducted in accordance with the provisions of Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016).

1.3 *Not Used*

1.4 Any Framework Agreement that may result from this Competition will be issued for a term of **twelve (12) months** (“the Term”).

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to **twelve (12) months** with a maximum of **three (3)** such extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Framework Agreement may amount to some **€1,216,000,000** (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 APPOINTMENT TO THE FRAMEWORK AGREEMENT

Appointment to the Framework Agreements will be determined on the basis of the most economically advantageous tenders (as assessed by applying the Award Criteria set out in section 3.3 of this RFT across all valid Tenders received).

In support of the achievement of increasing ambitious Climate Action Targets, SEAI estimate that the framework will comprise of a maximum of fifty five (55) Framework Participants.

1.8 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME” s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Framework Agreement and Call Off Contract that may result from this Competition and therefore increase their social and economic benefits.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 This RFT does not constitute an offer or commitment to enter into a Framework Agreement and Call Off Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement and Call Off Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Framework Agreement and Call Off Contract being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement does not confer exclusivity on the successful Tenderer.

Discretionary Use of Alternative Procurement Routes:

Tenderers should note that the Contracting Authority shall be under no obligation to purchase any minimum value of Services under any Framework Agreement. SEAI may elect to procure outside this Framework where it considers, in its sole discretion and professional judgment, that doing so is required or justified on the basis of:

- a. emerging policy or programme needs;
- b. value for money considerations;
- c. operational requirements or urgency;
- d. lack of suitable technical, professional, or specialist capability within the Framework; or
- e. any other lawful reason consistent with the principles of transparency, equal treatment, proportionality, and non-discrimination.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “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”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland 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 RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below 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.

SEAI's Privacy Notice can be viewed at the following link [SEAI Procurement Process Privacy Notice.pdf](#)

Tenderers must comply with all SEAI data protection and privacy policies in force at the time of tender submission, as well as any updated or amended versions of such policies that may be introduced by SEAI during the term of the Framework Agreement.

2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers are referred to Appendix 3A of the RFT.

2.2 COMPLIANT TENDERS

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or

- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
- To submit all documentation which this RFT requires to be submitted with their Tender;
- To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- To conform to and comply with all instructions and requirements set out in this RFT;
- To submit the statement required under paragraph 2.4 below; and
- Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK AGREEMENT

2.3.1 Tenderers should note the terms and conditions of the Framework Agreement.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME/SUBCONTRACTOR

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been

completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the ‘electronic tenderbox’ available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the “paper plane” icon first and then on the “Submit” button. After the “Submit” button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be resubmitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2. Tenders must be received not later than **Thursday 22, January 2026 12:00 Noon** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition

- 2.6.3 Tenders must be submitted in English.

- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

Group Bids: A Group may submit only one Tender in a consortium structure under this RFT. Where a consortium bid is submitted by a parent company, no other entity within that Group may submit a separate consortium bid nor participate in any other consortium.

Only the ultimate parent company of a Group may act as the lead Tenderer in a consortium bid submitted on behalf of that Group. No subsidiary or other Group member may act as the lead entity in a consortium bid.

No entity may participate in more than one consortium, whether directly or indirectly, including through another Group member. Any attempt to structure multiple consortium submissions through different Group entities will be deemed a breach of this RFT.

- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF (Scanned versions without a word search function are

strongly discouraged). The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

- 2.6.6 External hyperlinks as a source of information or part of the tender response are not permitted.

2.7 QUERIES & CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **9 January 2026 [noon]** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

- (a) are furnished for the sole purpose of replying to this RFT only;
- (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Tender Response Document Part C to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- Tenderers are advised that SEAI has established a defined price range for each measure to be tendered. These ranges have been calculated using available cost data, with appropriate standard deviation and inflationary methodologies applied and reviewed by relevant cost experts. Tenderers must submit their prices within the specified price ranges. **Any price submitted outside the defined range may be deemed non-compliant and excluded from further evaluation.**
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for **6 months** commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Framework Agreement and Call Off Contract shall be borne by the Tenderer.
- 2.10.5 Payments for services provided pursuant to this RFT shall be subject to and made in accordance with the Framework Agreement.
- 2.10.6 By submitting a Tender, the Tenderer confirms that quoted costs hold good for the duration of the Framework Agreement, including any extensions thereafter, subject to Clause 31 (Price Adjustment for Inflation) of the Framework Agreement. Specifically, tenders should complete TRD Part C, complying with the instructions below:
- (i) The costs must be in € (Euro);
 - (ii) SEAI is registered as a Principal Contractor for Relevant Contractors Tax (RCT). Successful Tenderers will be subject to RCT and must be RCT registered. Therefore quotes, invoices and payments must be exclusive of VAT. Please ensure that the costs quoted in your tender are exclusive of all taxes. Payments will be made by SEAI in line with Revenue's RCT requirements.

SEAI will not be responsible for any errors on the calculation of the costs provided in response to this RFT. It is the responsibility of Tenderers to ensure that the costs quoted are correct and properly calculated.

- 2.10.7 Tenderers are reminded that they must submit costs for all the Primary Measures listed in Table 1 of this RFT. These costs will be emphasised as such where the tenderer's instruction is to 'provide a rate' at the start of each measure. Fixed prices will be emphasised where the tenderer's instruction is that they 'will be paid a fixed rate' for a measure and where, if appropriate, the list of expected works is listed alongside the rate.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Framework Agreement and Call Off Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU

law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking 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 No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 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 said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Framework Agreement or Call Off Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Framework Agreement or Call Off Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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.

2.15 INDUSTRY TERMS

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Framework Agreement and Call Off Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Agreement arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include

eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Call Off Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

Not Used

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Framework Agreement and Call Off Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence.
Product Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence.
Contractors All Risks - Full reinstatement value inclusive of VAT plus 30%	The policy contract limit should be no less than the project reinstatement value
Professional Indemnity	€1,500,000 in the aggregate

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Framework Agreement and/or Call Off Contract under this Competition,

- (i) they will, from the date of execution of the Framework Agreement (as defined in the Framework Agreement), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1,
- (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and
- (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above.

A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of any Framework Agreement and Call Off Contract.

2.21.3 The successful Tenderer will, during the term of the Framework Agreement and Call Off Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;

- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection & Award Criteria

3.1 COMPLIANT TENDERS

Only those Tenderers who have

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate

- (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and
- (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and
- (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and
- (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate

- (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and
- (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and
- (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Call Off Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576)

then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

In responding to the Selection Criteria, Tenderers are required to complete Tender Response Document A, Response to Selection Criteria

Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2A Financial & Economic Standing

1. **Turnover:** Tenderers who are applying must have a minimum average yearly turnover over the 3 (three) most recent years arising from the area of work specified equal to or greater than €500,000 per project
2. **Going Concern:** The Tenderer must declare, in the format prescribed in TRD A, that based on the current financial evidence available, the Tenderer is a going concern and has the financial and operational capacity to:
 - Continue to trade as a going concern for, at least, the next 12 months, and
 - Fulfil the requirements of any works contract insofar as they are outlined in this RFT

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out above and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

3.2B Technical & Professional Ability

1. Health & Safety

Tenderers must declare by way of eESPD that they satisfy the health and safety requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers will either pass or fail these Selection Criteria.

- (i) **Health & Safety Management System:** Tenderers must provide proof and documentation of the company's Health and Safety Management System (HSMS) as it relates to the delivery of the scope of works.
- (ii) **Declaration of Competency - Project Supervisor for the Construction Stage (PSCS):** Tenderers must provide a Declaration of PSCS Competency
- (iii) **Accident/Incident Recording and Reporting:** Tenderers must provide details of accidents and incidents recording and reporting
- (iv) **Enforcement Actions:** Tenderers must provide details of any enforcement actions in the preceding three (3) years

2. Quality & Environmental

Tenderers must declare by way of eESPD that they satisfy the quality and environmental requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers will either pass or fail these Selection Criteria.

- (i) **Quality Information:** Tenderers must provide proof and documentation of to demonstrate their ability to meet the Quality Assurance requirements

- (ii) **Environmental Information:** Tenderers must provide proof and documentation of to demonstrate their ability to meet the Environmental Management requirements

3. Organisational Capacity & Resource Experience

Tenderers must declare by way of eESPD that they satisfy the quality and environmental requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers will either pass or fail these Selection Criteria.

- (i) **Organisational Capacity:** Tenderers must demonstrate that they has sufficient manpower and managerial staff to undertake this contract.
- (ii) **Technical Resources & infrastructure:** Tenderers must provide a clear and comprehensive description of the technical resources and infrastructure available.
- (iii) **Contracts Project Manager:** Tenderers must demonstrate that the person nominated in the role of Contracts Project Manager shall have a background and experience in delivery of projects of similar nature, size and complexity.
- (iv) **Health & Safety Manager:** Tenderers must demonstrate that the person nominated in the role of Health and Safety Manager shall have a background and experience in delivery of projects of similar nature, size and complexity.
- (v) **Relevant Previous Experience:** Tenderers must provide three (3) examples of works (the “Reference Projects”) that have been completed over the last five (5) years that are similar in nature, size and complexity to the works required for this Framework Agreement.

3.3 AWARD CRITERIA

- 3.3.1 The Framework Agreement will be awarded to the fifty five (55) highest ranked Tenderers on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

#	Description	Marks Available	MQT
AC1	Understanding of Requirements	200	120
AC2	Quality of Resource Allocation & Output Capacity	150	90
AC3	Approach to Project Management & Quality Assurance	250	150
AC4	Cost	400	N/A
Total		1,000	

Tenderers must ensure their submissions address the minimum response requirements, under each Award Criterion, AC1 – AC3, further detail of which is available within **Part 4 Aide-Memoire (Award Criteria)**.

Qualitative Evaluation Methodology

For the purposes of determining marks for each qualitative award criterion AC1, AC2 and AC3, the following bandings and weightings will apply

Band	Score Assigned
A: Excellent	100%
B: Very Good	80%
C: Good	60%
D: Fair	40%
E: Poor	20%
F: Not Acceptable	0%

Band Descriptions for Qualitative Award Criteria

Band	Meaning
A Excellent	A comprehensive, highly convincing response that provides exceptional clarity, depth, and coherence. The Tenderer demonstrates a fully developed, well-evidenced and insightful approach, with all requirements addressed to a very high standard. The response is fully aligned to the objectives of the Framework, shows clear understanding, and presents minimal delivery risk. Information is consistently robust, relevant and thoroughly justified.
B Very Good	A strong and reliable response that addresses all requirements to a high standard, with only minor gaps or areas where additional detail would improve confidence. The Tenderer demonstrates a very good understanding of what is required and provides clear, credible and well-structured information. Delivery risk is low, and the approach is well thought out and well supported, though not exceptional.
C Good	A generally sound and competent response that meets most requirements, though with noticeable gaps in depth, justification or specificity. The Tenderer shows a reasonable understanding of what is required and offers an approach that appears workable and coherent, albeit lacking refinement. Delivery risk is moderate, and further detail would be required to provide full assurance.
D Fair	A limited response that demonstrates only partial understanding of the requirements.

	The submission contains significant gaps, insufficient detail or weak justification in key areas. The approach may be unclear, generic, or inadequately developed, and confidence in the Tenderer's ability to deliver is reduced. Delivery risk is material.
E Poor	A weak response showing little understanding of the requirements. The submission fails to address several minimum elements, lacks relevance or coherence, and provides little or no assurance of capability. The approach is not credible, poorly supported, or largely generic. Delivery risk is high.
F Not Acceptable	A non-compliant or wholly inadequate response. The Tenderer fails to meet mandatory requirements or provides information that is irrelevant, incorrect, or insufficient for evaluation. The response demonstrates no credible ability to meet the expectations of the Framework. Delivery risk is unacceptably high, and the response cannot be considered further.

Worked Example

For the purposes of illustration, the following matrix provides Tenderers with a worked example of the application of the qualitative scoring methodology.

By way of example, the evaluation team determined that the band into which Tenderer A's response fell for each qualitative award criteria is as follows

Award Criteria	Marks Available	Scoring Bands					
		A	B	C	D	E	F
AC1	200	200	160	120	80	40	0
AC2	150	150	120	90	60	30	0
AC3	250	250	200	150	100	50	0

Award Criteria	Assigned Band	Score
AC1	A	200
AC2	B	120
AC3	C	150
Total Quality Score		470

For the award criteria AC1 to AC3, Tenderers must achieve a minimum rating of 60% of the total marks (i.e. a Band C score) available for each of the individual qualitative criteria in order to avoid elimination from the competition.

Cost Evaluation Methodology (Award Criterion AC4)

Tenderers are advised that SEAI has established a defined price range for each measure to be tendered. These ranges have been calculated using available cost data with appropriate standard deviation with inflationary methodologies applied and reviewed by relevant cost experts. Tenderers must submit their prices within the specified price ranges. **Any price submitted outside the defined range may be deemed non-compliant and excluded from further evaluation.**

Tenderers will be evaluated on a notional costs model which is derived from a 'Batch Housing' scenario designed by SEAI to reflect the frequency and scope of all measures on the programmes. The scenario will generate a baseline figure which will be used for cost evaluation purposes.

Provided the minimum scores required in respect of criteria AC1 to AC3 have been achieved, the tender with the lowest combined overall tender price will be awarded the maximum marks available for costs. All other tenders will be evaluated against the lowest tender based on the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Cost}}{\text{Tendered Cost under Evaluation}} \times \text{Marks Available (400)}$$

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Framework Agreement (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the successful Tenderers submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.3.3 Tie Break Rule

In the event that there is a tie for the last available place on the Framework Agreement (i.e. a tie for the 55th highest ranked Tenderer), the following tie-break approach will be adopted:

The Tenderer who has been awarded the highest marks for total Qualitative Award Criteria 1, 2 and 3 combined (Non-Cost) of their Tender will be deemed to be the most economically advantageous tender ("MEAT").

In the event the Tenderers receive the same marks for the Qualitative Award Criteria (Non- Cost) element of their Tender, the Tenderer who has been awarded the highest marks for AC3 will be deemed the MEAT.

In the event of the application of this tie-break rule not resulting in the determination of a MEAT, this approach will continue to be applied to each of the award criteria in the descending order listed in below until such time as a MEAT can be determined:

Order of Tie Break Evaluation Criteria:

1. Total marks for Qualitative Award Criteria (Non-Cost) (AC1, AC2 and AC3 combined)
2. Total marks for AC3
3. Total marks for AC1
4. Total marks for AC2

In the event that the application of the above tie-break rules does not result in the identification of a Most Economically Advantageous Tender (MEAT), all Tenderers whose final scores remain tied at that point will be admitted to the Framework Agreement.

Ranking and Tie-Break Rules

Following completion of the evaluation of all compliant Tenders, Tenderers will be ranked in order of highest to lowest total score. Framework places will be offered in accordance with this ranking which ensures fairness, transparency, and equal treatment of Tenderers who achieve identical evaluation scores.

1. Ties Above the Final Available Framework Place

Where two or more Tenderers receive the same final score at a position **above** the last available place on the Framework Agreement (for example, a tie for 10th place), the tied Tenderers will be assigned a **joint ranking**, and the next Tenderer will be assigned the **immediately following rank**.

Example:

If two Tenderers are tied for 10th place, both will be recorded as **joint 10th**, and the next highest-scoring Tenderer will be ranked **11th** (not 12th).

Because ties above the final available place do **not** consume multiple Framework places, all Tenderers sharing such a joint ranking will be admitted to the Framework in the normal way.

As a result of this approach, it is possible that **more than 55 Tenderers may be admitted** to the Framework Agreement. This is an intentional and accepted feature of the ranking methodology, ensuring equal treatment of Tenderers who achieve identical scores.

2. Ties for the Final Available Framework Place (55th Place)

Where a tie occurs **for the final available place** on the Framework Agreement (i.e. a tie for the 55th highest-ranked Tenderer), the following tie-break procedure will be applied in order to determine the Most Economically Advantageous Tender ("MEAT"):

- (i) **Total Marks for Qualitative Award Criteria (Non-Cost)**
The Tenderer with the highest combined score for Award Criteria AC1, AC2, and AC3 will be deemed the MEAT.
- (ii) **Marks for Award Criterion AC3**
If still tied, the Tenderer with the higher score for AC3 will be deemed the MEAT.
- (iii) **Descending Application of Remaining Award Criteria**
If still tied, the Tie-Break will be applied sequentially to the remaining criteria in the following order:
 - AC1
 - AC2
 - AC4

At each stage, the Tenderer with the higher score will be deemed the MEAT.

3. Unresolved Ties After Application of the Tie-Break

If, after the application of all tie-break steps set out above, the Tenderers remain tied, **all Tenderers with the tied score will be admitted** to the Framework Agreement, even where this results in more than 55 Tenderers being appointed.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to deliver a presentation for the sole purpose of clarifying the content of their Tender. Such presentations will be used strictly for clarification only and will not form any part of the evaluation process. The Contracting Authority will not be responsible for any costs incurred by Tenderers in connection with these presentations (in accordance with paragraph 2.8). Performance at presentations will **not** be evaluated.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED FRAMEWORK AGREEMENTS

3.6.1 The successful Tenderer must sign and return the Framework Agreement in duplicate, to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Part 4: Aide Memoire

Award Criteria & Evaluation Guidance

1. Minimum Response Requirements

The following table provides Tenderers with details of the **Minimum Response Requirements** matched to each of the stated qualitative award criteria (AC1 to AC3)

AC#	Description	Minimum Response Requirements
AC1	Understanding of Requirements	Tenderers are required to demonstrate a clear and comprehensive understanding of the requirements of this Framework and the specific challenges associated with delivering works to energy poor households under the Energy Poverty Framework 2026. Tenderers shall provide, as a minimum, the following information in their response: Understanding of Key Issues and Challenges • A detailed explanation of the Tenderer's understanding of the key issues and challenges involved in managing and delivering energy efficiency upgrade works to energy poor clients, including any specific considerations related to working with vulnerable or hard-to-reach households. • Discussion of factors affecting the successful delivery of high-quality works within the scope of this Framework (e.g. geographic spread, building typologies, occupancy constraints, or client engagement). Technical Standards and Compliance • Identification of the relevant technical standards, regulations, and guidance applicable to the proposed works (for example: NSAI standards, SEAI Domestic Technical Standards and Specifications, Building Regulations, Safe Electric and RGII requirements, etc.). • Explanation of how these standards will be applied in practice to ensure consistent quality, compliance, and performance across all works delivered under the Framework. Delivery at Volume, Scale, and within Time Constraints • Demonstration of understanding of the challenges of delivering multiple home upgrades within short, specified timeframes, and at the scale and complexity envisaged under this Framework. • Outline of approaches, methodologies, and resource management strategies that will enable effective delivery within these constraints. Communication and Information Management • Description of how communication and information flow will be effectively managed between on-site operations and

		centralised data systems, including the capture, verification, and timely transfer of project data to SEAL's systems. • Details of quality assurance processes for maintaining accurate and up-to-date records. Management of Identified Challenges • An outline of the Tenderer's proposed methods and management practices to address and mitigate the key challenges identified above. • Examples of how these approaches have been successfully applied in comparable projects or frameworks, where relevant. Tenderers should demonstrate that they have a thorough and practical understanding of the requirements of this Framework and the operational environment in which it will be delivered. Responses should be specific, evidence-based, and tailored to the Energy Poverty Framework 2026.
AC2	Quality of Resource Allocation & Output Capacity	Tenderers shall demonstrate a comprehensive understanding of the resource allocation and capacity required to successfully deliver the works under the Energy Poverty Framework 2026, within the required timeframes and in compliance with all applicable standards and obligations of the Framework Agreement. Tenderers shall include, as a minimum, the following information in their tender response: Proposed Management Structure • A clear description of the proposed management and delivery structure for the works. • Identification of key personnel, including project management, supervisory, technical, and administrative roles, with details of their proposed responsibilities within the structure. • An explanation of how the proposed personnel will fulfil these roles and responsibilities, including why each has been selected and the specific benefits, experience, and competencies they bring to the role. Resourcing Plan and Crew Composition • Details of the proposed total number of delivery crews to be deployed under the Framework, , including a breakdown of: ○ Attic and cavity wall insulation crews ○ External wall insulation crews ○ Internal wall insulation crews ○ Heat pump installation crews • Identification of how many of these crews are currently employed directly by the Tenderer and how many are proposed to be subcontracted.

		- Information on any planned expansion or recruitment necessary to achieve the required delivery volumes. Output Capacity and Delivery Programme - A clear indication of the Tenderer's expected monthly delivery capacity (number of homes completed) when operating at full capacity under this Framework. - Description of how resources will be mobilised, managed, and scaled to meet the required programme outputs within the specified timeframes. - Explanation of contingency measures and resource flexibility to maintain delivery performance in response to unforeseen challenges (e.g. weather, supply chain, staff availability). Tenderers should provide clear, evidence-based responses demonstrating that their proposed structure, resources, and delivery capacity are realistic, well-considered, and capable of achieving the required outcomes of the Energy Poverty Framework 2026.
AC3	Approach to Project Management & Quality Assurance	Tenderers are required to demonstrate a clear and practical understanding of the project management and quality assurance approach necessary to successfully deliver the works under the Energy Poverty Framework 2026, in full compliance with the Framework Agreement. Tenderers shall include, as a minimum, the following information in their tender response: Overall Project Management Approach - A detailed description of the proposed project management approach for delivering the works under this Framework, including planning, coordination, scheduling, progress monitoring, and reporting. - Explanation of how the Tenderer will manage all elements of the works programme, including the management of subcontractors (where applicable), to ensure delivery on time, to the required quality standards, and within the specified parameters. - Description of the processes and controls that will be used to identify, manage, and resolve issues or delays promptly, ensuring minimal impact on the delivery programme. - Identification of key project management tools, systems, or methodologies (e.g. ISO standards, PM software, reporting systems) that will support effective management and oversight. Quality Assurance Approach - Comprehensive outline of the Tenderer's approach to quality assurance and quality control throughout all stages of the works/projects delivered under the Framework, including planning, delivery, inspection, testing, and handover.

		• Details of inspection and testing procedures, supervision arrangements, and internal sign-off processes to ensure compliance with technical standards and SEAI requirements. • Description of how quality performance will be measured, monitored, and continuously improved over the course of the Framework. • Identification of how subcontractors and delivery partners will be integrated into the quality management system and monitored for compliance. Relationship Management and Communication • Explanation of the approach to managing the relationship with SEAI, including communication protocols, progress reporting, and issue escalation. • Description of how communication and engagement with householders will be handled, including approaches to: ○ Scheduling and coordination of works, ○ Managing client expectations, ○ Supporting vulnerable or hard-to-reach clients. ○ Identification of the specific benefits and value-add the Tenderer brings to SEAI through their proposed management and quality assurance approach (e.g. innovation, enhanced reporting, proven methodologies, or customer satisfaction initiatives). Handling Complaints and Call-Backs Post-Completion • Post-Completion Support Process ○ A description of the procedures in place to manage and respond to complaints, defects, or issues raised after completion of works. ○ Details of how call-backs are logged, prioritised, and resolved, including timeframes and responsibilities. • Customer Communication and Resolution ○ Explanation of how communication with householders or end users will be managed in the event of a complaint or call-back. ○ Outline of how the Tenderer will ensure issues are addressed promptly, courteously, and to the satisfaction of the householder and SEAI. • Monitoring and Continuous Improvement ○ Details of how post-completion issues are tracked and analysed to identify recurring problems or trends. ○ Description of how learnings from complaints or call-backs will be used to improve quality and
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		performance on future works allocated under the Framework. Tenderers should ensure their response clearly demonstrates that their proposed project management and quality assurance systems are robust, proven, and tailored to the nature, complexity, and scale of the works envisaged under this Framework.
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2. Page Limitations

Tenderers must adhere to the specified page limits when preparing their responses to the Tender. The following table outlines the maximum number of A4 pages permitted for each Award Criterion:

AC#	Description	Page Limitations
AC1	Understanding of Requirements	Page Limit: The Page limit this element of the response is twelve (12) x A4 pages Any material submitted in excess of the stated page limit will not be evaluated. Hyperlinks are not permitted and will not be accessed or considered as part of the evaluation process.
AC2	Quality of Resource Allocation & Output Capacity	Page Limit: The Page limit this element of the response is eight (8) x A4 pages Any material submitted in excess of the stated page limit will not be evaluated. Hyperlinks are not permitted and will not be accessed or considered as part of the evaluation process.
AC3	Approach to Project Management & Quality Assurance	Page Limit: The Page limit this element of the response is fifteen (15) x A4 pages Any material submitted in excess of the stated page limit will not be evaluated. Hyperlinks are not permitted and will not be accessed or considered as part of the evaluation process.

Part 5: Tender Submission Checklists

Tender Submission Checklist – Selection Criteria

Tenderers should complete the checklist below to confirm that all required sections of **Tender Response Document A** have been fully completed and are compliant with the instructions in the RFT.

Incomplete submissions may result in disqualification.

Section	Requirement / Document	Action Required by Tenderer	Check
Section 1 General Details	All Tenderer details completed (name, address, registration, tax reference, contact details)	Complete all fields in Section 1	☐
	Details of consortium / joint venture members (if applicable)	Complete and provide information for all members	☐
	European Single Procurement Document (ESPD)	Complete and provide information for all members	☐
Section 2 Financial & Economic Standing	S2.1 Turnover – Average annual turnover ≥ €500,000 over last 3 years	Complete turnover table and confirm compliance	☐
	S2.2 Statement(s) of Going Concern – Signed by authorised signatory or certified by accountant	Complete and sign for Lead Tenderer and each member (if applicable)	☐
Section 3 Insurance	Confirmation that required insurances will be obtained (Public, Employer's, Product, CAR, PI)	Tick "Yes/No" and confirm understanding of required cover levels	☐
Section 4 Health & Safety	S4.1 Health & Safety Management System – 2-page summary of HSMS	Upload or insert 2-page description	☐
	Evidence of HSMS certification (if applicable)	Attach certificate (ISO 45001 or equivalent)	☐
	Confirmation of experience as PSCS	Include statement within HSMS response	☐
	S4.2 Declaration of Competency – PSCS	Complete and sign declaration (authorised signatory)	☐
	S4.3 Accident/Incident Data (2022–2024)	Complete table (insert value or "N/A" as applicable)	☐
	S4.4 Enforcement Actions	Complete and provide explanation if "Yes"	☐

Section 5 Quality & Environmental	S5.1 Quality Information – Confirmation and description of QMS (max 2 pages)	Upload or insert 2-page response	☐
	Copy of company Quality Management Policy (separate attachment)	Attach document	☐
	S5.2 Environmental Information – Confirmation and description of EMS (max 2 pages)	Upload or insert 2-page response	☐
	Copy of company Environmental Management Policy (separate attachment)	Attach document	☐
Section 6 Organisational Capacity & Resource Experience	S6.1 Organisational Capacity – Staff and crew numbers for past 3 years	Complete table	☐
	S6.2 Technical Resources & Infrastructure – Description (max 3 pages)	Upload or insert 3-page response	☐
	S6.3 Contracts Project Manager – CV, qualifications, experience	Complete template (2 pages per reference project)	☐
	Three (3) individual project references for Contracts Project Manager	Complete all fields and ensure references are person-specific	☐
	S6.4 Health & Safety Manager – CV, qualifications, experience	Complete template (2 pages per reference project)	☐
	Three (3) individual project references for Health & Safety Manager	Complete all fields and ensure references are person-specific	☐
Section 7 Relevant Previous Experience	Three (3) company project references completed using prescribed template (max 2 pages each)	Complete templates and ensure each reference relates to the company experience	☐
	At least one project must demonstrate successful completion of a group of homes project	Confirm within reference narrative	☐
	Verification contact details for each project reference	Ensure client contact details are provided	☐
	Validation Acknowledge that SEAI may contact referees for verification	Confirm understanding	☐

General Submission Rules	Page limits complied with (as stated in each section)	Verify each section meets stated limits	☐
	Hyperlinks not included in any part of the submission	Confirm compliance	☐
	All required attachments uploaded separately (Quality, Environmental, Certificates, Declarations)	Check attachments before submission	☐
	All declarations signed and dated by authorised company signatory	Verify signatures and dates	☐

Tender Submission Checklist – Award Criteria

Tenderers should complete the checklist below to confirm that all required sections of **Tender Response Document B** have been fully completed and are compliant with the instructions in the RFT.

Incomplete or non-compliant submissions may not be evaluated.

Section	Requirement	Check
Tenderer Details	Tenderer's name entered correctly.	☐
Award Criterion 1 Understanding of Requirements	Response provided addressing all aspects of the criterion.	☐
	Response complies with 12-page limit and contains no hyperlinks .	☐
Award Criterion 2 Quality of Resource Allocation & Output Capacity	Response provided describing management structure, key personnel, resource plan, and delivery capacity.	☐
	Response complies with 8-page limit and contains no hyperlinks .	☐
Award Criterion 3 Project Management & Quality Assurance	Response provided describing project management, quality assurance, communication, and post-completion processes.	☐
	Response complies with 15-page limit and contains no hyperlinks .	☐
Award Criterion 4 Cost	The Pricing Schedule has been completed	☐
General Submission Compliance	All sections completed using the required format and templates.	☐
	All page limits observed.	☐
	No hyperlinks included.	☐
	All required signatures and declarations completed.	☐

Appendix 1: Requirements & Specification

Part A – Overview of Service Requirements

1. Background

SEAI is Ireland's national energy authority investing in, and delivering, appropriate, effective, and sustainable solutions to help Ireland's transition to a clean energy future. SEAI works with Government, homeowners, businesses, and communities to achieve this, through expertise, funding, educational programmes, policy advice, research, and the development of new technologies. SEAI's Energy Poverty Programme is co-funded by Ireland's EU Structural Funds Programme [ERDF], and the Irish Government through the Department of Climate, Energy and the Environment. [DCEE].

Since 2001, SEAI's original EPP, the Warmer Homes Scheme [WHS] has been Ireland's main policy tool for addressing the energy efficiency aspect of energy poverty. It was established to deliver energy efficiency measures to homeowners deemed to be in, or at risk of energy poverty. This programme has provided upgrades to over 150,000 energy poor homes across Ireland to date, improving the lives of some of Ireland's most vulnerable citizens. Over time, the SEAI have delivered different programmes to reflect changing needs and carry out piloting of programmes with defined objectives, to inform policymakers. While priorities may change over the lifetime of the Framework Agreement, the current programme targets the worst performing properties, by prioritising homes that were built and occupied before 1993 and have a pre-works BER of E, F or G in line with Government policy. Homes which have received works under the scheme previously may be eligible for further works under this programme. Homes categorised outside the parameters of this programme will also receive works but cycle times from application to works complete may extend given their assessed building performance.

As a 100% government funded energy efficiency programme, WHS provides meaningful upgrade measures to homeowners in receipt of certain social welfare payments, delivered through a framework of approved contractors. Originally, the programme provided essential upgrades to qualifying homes for attic insulation at ceiling level and cavity wall insulation, known operationally as shallow measures. As part of the qualification process, an applicant had to be in receipt of one of the prescribed social welfare payments. While the original qualifying payment was Fuel Allowance, a payment provided during the winter months to help with the cost of heating the home, as the programme evolved, so too have the eligibility criteria, with the scheme now open to homeowners in receipt of seven different qualifying payments, listed as:

- Fuel Allowance as part of the National Fuel Scheme
- Job Seekers Allowance for over six months and have a child under seven years of age
- Working Family Payment
- One-Parent Family Payment
- Domiciliary Care Allowance
- Carers Allowance and live with the person you are caring for
- Disability Allowance for over six months and have a child under seven years of age

From an energy efficiency perspective, the WHS now delivers a significant number of uplifts to eligible homes nationwide, providing essential shallow measures and more complex interventions known as deeper measures. Where applicable, these deeper measures comprise more complex interventions including external wall insulation and high efficiency heating systems as standard, based on a technical assessment of each home.

2. Objective of the RFT

The objective of this RFT is to establish a framework of Contractors to install energy efficiency measures in eligible homes nationwide under the Energy Poverty Programme led by SEAI. The programme currently in operation is the nationwide programme, Warmer Home Scheme Priority Programme.

3. Estimated deliverables over the term of the Framework Agreement

SEAI estimates that the expenditure under the Framework Agreement may amount to some **€1,216,000,000 ex VAT** over the framework term and any possible extensions. Tenderers must understand that this figure is an estimate only, based on current and future expected requirements and available budget and there is no guarantee that such amounts will be expended. Furthermore, the estimated budget for the contract will be bound by the annual governmental estimates and budgetary processes in each of the years in question, which are subject to change. The anticipated breakdown of complexity between categories [shallow homes: deep homes] is an approximate ratio of 30:70 in 2025, with expected output of up to 9,500 homes in 2026 nationwide, increasing thereafter in line with allocated budget and incorporating the measures listed in this RFT. Current trendlines, statutory requirements and increased eligibility criteria indicate an increasing number of eligible homes of deeper intervention over shallower due to expanded measures available under the Warmer Homes Scheme.

The new framework will comprise a panel of Contractors each capable of delivering the full suite of energy efficiency upgrades to eligible homes as required on both programmes, nationwide.

Framework Agreements will be awarded on an initial twelve-month basis. SEAI reserves the right to extend the term of the Framework Agreement for a period or periods of up to twelve months with a maximum of three such extensions on the same terms and conditions, subject to the SEAI's obligations under law.

4. Ranking and Work Allocations

The Framework Agreement sets out the rules that Framework Participants must abide by, once successfully appointed. SEAI will allocate work through a works offering process, using a rotation approach, to Framework Participants in accordance with their respective rank on the framework and in line with the framework rules starting with offers made to the first placed panel member and working down the list of participants. Those allocations will be awarded by application of the terms of the Framework Agreement without re-opening the competition.

Please refer to the draft Framework Agreement for the framework rules which sets out in detail how SEAI proposes to allocate work to the Framework Participants.

Reservation of Right to Conduct Mini-Competitions:

SEAI reserves the right, at its absolute discretion, to conduct mini competitions among Framework Members for the award of specific contracts during the term of the Framework Agreement.

Such mini competitions may be undertaken where the Contracting Authority determines that additional competition is required or desirable in order to:

- obtain improved value for money,
- meet specific technical, operational, or programme requirements,
- introduce innovation or alternative solutions,
- refine or supplement requirements not fully defined at framework establishment stage; or
- address emerging needs or priorities that arise during the lifetime of the Framework.

Where a mini competition is conducted, invitations will be issued to all Framework Members capable of performing the relevant requirements. The process, evaluation criteria, and timetable for the mini competition will be clearly set out in the invitation documentation, and all Framework Members will be treated in accordance with the principles of transparency, equal treatment, proportionality, and non-discrimination.

The Contracting Authority shall be under no obligation to conduct mini-competitions and may instead award contracts in accordance with the terms of the Framework, or pursue any alternative lawful procurement route where justified.

SEAI further reserves the right to run pilot programmes and allocate eligible homes through other programmes outside the Energy Poverty Scheme Framework.

While the scope of services outlined in this RFT constitutes the primary focus of the contract, the SEAI reserves the right to procure additional services from Framework Participants when, at its sole discretion and professional judgment, it deems these services to be broadly similar and aligned with the original subject matter of the RFT. In exercising this option, the SEAI will carefully consider factors such as potential incompatibilities or disproportionate technical difficulties in service delivery, the risk of incurring significant additional costs, and the necessity for specific expertise or experience that a particular Framework Participant may offer to the SEAI.

5. Contractor Portal

All framework activity for Panel Members takes place on the WHS Contractor Portal. This portal records all activity between SEAI and the contractor, is the method for allocating, accepting and closing of all allocated homes.

6. Homes Available for Allocation

Homes are allocated to Framework Participants where a survey has been carried out by SEAI's MA and works have been recommended as part of a Works Order [WO]. These homes have a status of 'Survey Complete' in SEAI's WHS database portal. In some instances, the volume of surveys completed will determine the volume of homes that will be made available to Framework Participants. However, SEAI can decide at its discretion not to make all surveyed homes available to Framework Participants, for example, where SEAI wishes to prioritise the allocation of homes, or where homes allocated would be better served grouped strategically for allocation. Similarly, SEAI can decide at its discretion to remove or switch allocation(s) following a scheduled allocation, if such a situation requiring this action arises.

7. Acceptance of Works and Variations

Allocation Methodology: At each allocation round of homes to the panel, a home will be at a status of 'Works Allocated', which the contractor will agree to accept the offering. At the acceptance action on the Contractor Portal, a contractor will enter into an individual agreement per home with SEAI regarding their health & safety competencies and responsibilities prior to commencement. This agreement will be recorded on the Portal and SEAI's database when the Contractor accepts the application. Upon acceptance on the database, the status of an application changes to 'Works Accepted'. With responsibility for the works, the contractor must proceed to carry out their own validation of the accepted WO in a technical survey of the allocated home. Any changes to the original WO, arising out of increased insights, changes in circumstances in the home, further design requirements of a measure or differences between the surveyor's measurements and the contractors will necessitate the Contractor seeking a variation to the original WO through the Contractor Portal. All variations are subject to oversight prior to decision making approvals/denials of the adjustment to the WO. Contractors will be notified electronically of the decision making.

The general requirements and the specification of services to be provided under this Framework Agreement are set out in Appendix 1. The information contained in Appendix 1 is expressly non-

exhaustive and is furnished for the sole purpose of delineating the principal nature, characteristics, and categories of services that may be procured pursuant to this RFT. For the avoidance of doubt, Appendix 1 shall not be construed as limiting the scope of services that may be called off under the Framework, provided that any such services remain consistent with the original subject-matter of this procurement.

SEAI's Energy Poverty Programme, including but not limited to the Warmer Homes Scheme, may, over the duration of the Framework, be amended, expanded, reconfigured, or otherwise adapted in response to (i) emerging policy or programme needs (ii) value for money considerations (iii) operational requirements or urgency (iv) lack of suitable technical, professional, or specialist capability within the Framework or any other lawful reason consistent with the principles of transparency, equal treatment, proportionality, and non-discrimination. SEAI therefore reserves the right, at its sole discretion and in the exercise of its professional judgment, to require Framework Participants to provide additional, ancillary, evolved, or otherwise modified services where SEAI determines that:

1. such services are broadly similar, compatible, functionally related, or reasonably incidental to the types of services contemplated in this RFT;
2. such services remain within the scope and subject-matter of the original procurement and do not alter the overall nature of the Framework Agreement;
3. the procurement of such services from a Framework Participant is warranted having regard to the need to avoid disproportionate technical difficulties, incompatibilities, duplication of effort, or significant additional costs;
4. the Framework Participant possesses, or is reasonably expected to possess, the requisite expertise, experience, or technical capability necessary for the delivery of such services; and
5. the exercise of such discretion remains compliant with the principles of transparency, proportionality, non-discrimination, and equal treatment.

Where SEAI elects to exercise this provision, such services may include, without limitation, (i) adjustments or extensions to existing service requirements, (ii) additional or supplementary measures required to implement new or revised energy poverty, retrofit, or residential energy efficiency policies, (iii) pilot or trial initiatives arising from programme development, and/or (iv) any other services reasonably required to ensure the effective delivery, continuity, or evolution of SEAI's Energy Poverty Programme.

For the avoidance of doubt, SEAI may, throughout the term of the Framework, vary, amend, refine, or supplement the specification of requirements in order to for example; ensure alignment with emerging policy considerations, new statutory or regulatory obligations, updated technical standards, changes in funding mechanisms, or other programme-related developments, provided always that any such variation shall remain within the permissible limits of an in-scope, non-substantial modification under applicable procurement law.

8. Payment Process

The rates used to determine the fee payable for allocated works will be taken from the Framework Participants tender response as set out in their Tender Response Document Part C: Pricing Schedule in the Framework Agreement. The rates will be fixed for 12 months of the first year of the Framework Agreement and then adjusted for inflation in accordance with Clause 31 (Price Adjustment for Inflation) of the Framework Agreement. These tendered rates include all travel, materials, labour, costs, expenses, profit, and overheads. Contractors will be paid 75% of the cost of the works at 'Install Complete' and the remaining 25% when the post-works BER has been published and on completion of the inspection process where homes are selected for inspection set out in further detail in Clause 6.3 of the Framework Agreement.

The payment process is as follows:

- SEAI will generate a report from WHS's IT database showing homes that are ready for payment: Interim payment at Install Complete, 75% and Final payment 25%.
- SEAI will request the Contractor send in an invoice for these homes.
- The Contractor sends in their invoice by email to accounts payable.
- Following approval by management, the invoice is cleared for payment to the Contractor.
- Invoices related to GNI alterations are sent in separately by email, and once approved, payment is made.
- SEAI pay ESB directly for homes that require ESB alteration.
- SEAI's Finance department sends out a remittance to let the Contractor know monies will be paid directly to their account within 3 working days.

SEAI is subject to the Prompt Payment of Accounts Act 1997 which requires undisputed invoices to be paid within 15 days of receipt.

SEAI reserves the right to amend or update the payment method and/or payment mechanism at any time during the term of the contract, including (but not limited to) the introduction of revised percentage apportionments or alternative payment structures where deemed necessary.

Framework Alignment

All works allocated and completed under a framework must align with the framework rules in place for the framework term.

The performance of works allocated during the term of the framework agreement must continue to full satisfactory completion after the expiration of its term, for example, warranty periods and guarantees.

For the avoidance of doubt SEAI reserves the right to refuse to allocate further work under the Framework Agreement to a Framework Participant where works remain outstanding under a previous framework agreement.

9. Framework Measures

The Framework requires all tenderers to be capable in delivering all the following suite of measures:

Item	Measure
1	Cavity Wall Insulation
2	External wall insulation
3	Internal wall insulation
4	Attic insulation at ceiling level
5	Renewable heating systems
6	Window replacements
7	Door replacements

8	Ventilation
9	Loose fibre extraction for cavity walls where applicable
10	Photovoltaic systems
11	Lagging jackets, draught-proofing and LEDs, airtightness

Table 1: List of variable price items for all programmes

Note: Loose-fibre extraction for cavity walls is a measure specific to WHS and is not covered in the DTSS.

Please note that SEAI will continue to review evolving technologies in consideration of additional measures and may add via a mini competition from time to time. For further detail see the framework rules set out in the Framework Agreement.

10. Programme Operations

The programme operates in conjunction with key stakeholders and processes.

11.1 Programme Managing Agent

SEAI has appointed a Managing Agent (MA) to assist in the management of significant elements of the programmes on behalf of SEAI and operating to rules, principles and processes defined by SEAI. Please refer to the Operations Manual for further details on MA-contractor engagement.

11.2 Inspections and WHS QADP

SEAI operates a QA process in conjunction with an appointed MA. Under the WHS, homes must be available for BER assessments and quality and verification inspections before a home is cleared for full payment to a Framework Participant. Trained inspectors will carry out quality and verification inspections on selected homes. All homes under the programmes will receive both a pre and post works BER. Homes are selected for inspection on a sample basis using a risk-based approach.

Where an inspection identifies defects, Framework Participants will be required to complete reworks in all homes at no cost to SEAI within a reasonable timeline prior to final payment being released in accordance with Clause 6.3 of the Framework Agreement.

All SEAI grant programmes are aligned with SEAI's *Better Energy Homes Quality Assurance and Disciplinary Procedures for Contractors V5.13*, which is provided in the supporting tender pack and which may be updated from time to time. This document sets out how those registered are monitored for quality, what is expected of their performance and how they will be dealt with where their quality is not of appropriate standard. Framework Participants are subject to the same obligations but have a different QA scorecard system. Until such time as the WHS issues a programme-specific document, all WHS Contractors should refer to the prevailing document <https://www.seai.ie/publications/Better-Energy-Homes-QADP.pdf> and adhere to the relevant categories regarding the WHS measures and processes. Tenderers should refer to Appendix 2 of the Operations Manual for those QA items consisting of the WHS processes and QA scorecard procedures.

11.3 Sub-Contractors

All Framework Participants are responsible for the work of their sub-contractors. The QADP will assign any fails, penalty points, inspection records and disciplinary sanctions directly to the appointed Framework Participant in all instances including any work completed by a sub-contractor. Where sub-contractors are engaged by the appointed Framework Participant, the Framework Participant must ensure that all work completed under the

scheme by their sub- contractor is in accordance with the required technical standards and scheme requirements.

In relation to consortia, the QADP will assign any fails, penalty points, inspection records and disciplinary sanctions to the Prime Contractor.

Part B - Pricing & Commercial

This section describes the guiding parameters for tender submissions on costs. It sets out the steps a Tenderer must take in order to successfully capture all the elements which are incorporated into providing a complete price per measure, including the expected level of works which should be included when carrying out that measure on the scheme.

1. General Guidance on Pricing

Tenderers must confirm that quoted costs hold good for the duration of the Framework Agreement, including any extensions thereafter, subject to Clause 31 (Price Adjustment for Inflation) of the Framework Agreement. Specifically, tenders should complete TRD Part C, complying with the instructions below:

- (i) The costs must be in € (Euro);
- (ii) SEAI is registered as a Principal Contractor for Relevant Contractors Tax (RCT). Successful Tenderers will be subject to RCT and must be RCT registered. Therefore quotes, invoices and payments must be exclusive of VAT. Please ensure that the costs quoted in your tender are exclusive of all taxes. Payments will be made by SEAI in line with Revenue's RCT requirements.

SEAI will not be responsible for any errors on the calculation of the costs provided in response to this RFT. It is the responsibility of Tenderers to ensure that the costs quoted are correct and properly calculated.

2. Specific Guidance on Pricing

Tenderers are reminded that they must submit costs for all the Primary Measures listed in Table 1 of this RFT. These costs will be emphasised as such where the tenderer's instruction is to 'provide a rate' at the start of each measure. Fixed prices will be emphasised where the tenderer's instruction is that they 'will be paid a fixed rate' for a measure and where, if appropriate, the list of expected works is listed alongside the rate.

3. Reference Sources for Pricing

SEAI has provided a suite of technical documents which will assist Tenderers in collating prices for all variable Primary Measure costs which have been set out herein. The technical documents cover all works expected when carrying out any measure. **Therefore, Tenderers must review all programme documentation relating to the application of all measures prior to submitting costs.**

4. Reference Standards

For each measure outlined above, all pricing submissions should take account of any application required to install each measure in accordance with;

- (i) The manufacturer's guidelines;
- (ii) The Domestic Technical Standards and Specifications document (DTSS, V 3.0, SEAI 2025);
- (iii) The Warmer Homes Operations Manual (SEAI 2025), specifically the REW tables for measures.

5. Additional Considerations for Pricing

Tenderers should ensure that their prices submitted incorporate the following items as part of the delivery of the measures.

- (i) Pre-Works Suitability Survey Costs: As part of the delivery of the upgrades, all projects must involve a pre-installation technical survey visit by the Framework Participants' qualified technical representative as set out in the Tenderer's management system submission in TRD Part B (Award Criterion 2). This survey should include;

- Reviewing the schedule of recommended upgrade works assigned by the MA's surveyor.
 - Seeking technical advice from the MA as part of the schedule review.
 - Confirming that the works recommended are suitable for the eligible home.
 - Cross-checking via technical assessment information provided for the design of a heating system if a renewable heating system has been recommended by the MA.
 - Reviewing quantity recommendations and requesting variations where necessary.
 - Assessing, detailing, and completing required Health and Safety (HSW) documentation and requirements¹.
 - Full documentary evidence of survey completed, including photographic and video records.
 - Gathering any pre-installation information required by the Contractor so the works can be completed satisfactorily.
- (ii) Other Preliminary Costs: Each Tenderer must include the cost associated with the works in all rates submitted, as set out including the following:
- Scaffolding.
 - Temporary platforms, including MEWPs and cherry pickers.
 - Safety equipment to ensure safe access and working conditions in accordance with current Health and Safety obligations.

All rates should also allow for any temporary measures required for ease of installation and for the disposal of any relevant materials when required.

6. Pricing for Unforeseen Items

Some unusual or unforeseen items may occur from time to time during installation works. These items will be considered on a case-by-case basis if to be claimed as extras. This will be determined by the SEAI's MA prior to installation and on receipt of a written and documented submission from the Contractor with costs validated by the MA. Works carried out without approval cannot be claimed and the contractor will bear the cost of an unapproved variation.

Tenderers should refer to Chapter 5 Contractor- Managing Agent engagement: Variations in the Operations Manual.

Where referenced and for cross-check:

- NSAI's S.R. 54: Code of Practice for the energy-efficient retrofit of buildings (2014, Revised 2022).
- <https://www.nsai.ie/standards/sectors/construction-standards/>
- SEAI's Quality Assurance and Disciplinary Procedure for all grant schemes V5.13(2025).
- CIBSE Domestic Heating Design Guide.
- I.S. 10101 National Rules for Electrical installations [ETCI]

¹ All HSW documentation requirements are outlined in Section 4 of the Operations Manual.

- All prevailing Regulation requirements and relevant standards.

Please note that the three sources of SEAI technical documents (this RFT, the DTSS and the Operations Manual), listed for this programme and attached to this tender should be studied carefully to ensure full requirements per Primary Measure are captured when submitting costs.

Part C - Detailed Pricing Requirements by Measure

This section sets out the guiding parameters for the pricing of all measures on the programmes. Tenderers should note that all specific items related to providing costs for each measure will be listed within this section.

1. Measure Categories in the WHS Operations Manual

Tenderers should also refer to the relevant sections per measure listed in Section 6 in the Operations Manual for details on what should be included in their respective TRD Part C: Pricing Schedule.

2. Expected Works at Completion

At submission of cost per measure, Tenderers must provide rates which cover:

- All measures completed as fully commissioned and operational.
- The completion of all necessary documentation including a quality checklist, safety file and ESB requests if applicable.
- The provision of all relevant certificates and specifications with the homeowner, packaged as a handover pack.
- Appropriate instructions issued to the homeowner fully on how to operate the system.
- The provision for the safe removal and disposal of all waste and redundant materials at time of completion of the works.

3. Attic Insulation at Ceiling Level

Please refer to the REW table: 'Attic insulation at ceiling level' in the Operations Manual when calculating the rate.

This measure has been divided into separate bands for pricing in order to reflect the frequency of attics where there is no insulation and alternatively, where there is insulation present. For this reason:

Tenderers are to provide two separate supply and fit rates per m² for attic insulation at ceiling level where:

- **Rate 1** is for insulation top-ups of between 100mm to 200mm: This means installing a 200mm top-up; or a 150mm top up; or a 100mm top up. This rate is to include for all ancillary items listed in the REW for attics.
- **Rate 2** is for insulation top-ups from 250mm to 300mm: This means installing a 250mm top-up; or a 300mm full fill. This rate is to include for all ancillary items listed in the REW for attics.

Note - Ventilation standards in attics: Tenderers should be aware of the provision of ventilation for WHS homes which came into effect in 2020 and should be considered when pricing for ventilation requirements. Tenderers should refer to this amendment to ventilation prior to submitting rates. The link to S.R.54 2014 Revised 2022 is:

<https://www.nsai.ie/standards/sectors/construction-standards/>

4. Additional Roof Ventilation (low level and high level)

These measures have been merged into a single rate for pricing to reflect similar levels of complexity involved in installing each type of vent fitting. For this reason, Tenderers are to provide one rate for the supply and fit rate per 10,000mm² of ventilation required for both low level and high-level requirements.

This rate must provide for:

- Adequate ventilation in accordance with the programme specification requirements set out from TGD F 2019 – Ventilation and S.R. 54, fully-installed to manufacturer's instructions and specifications. The rate shall provide for soffit ventilators and tile/slate ventilators where required. The rate requested is per area of ventilation required and not the capacity of a single ventilation unit/product. The rate will apply to the theoretical calculated area of additional ventilation required for a notional home, therefore the rate should allow for additional ventilation provisions to be installed where necessary to achieve adequate cross ventilation, as per the requirements, based on the selected ventilation product.
- If vent tiles are used, the contractor will be paid only for the amount required rather than fitted. For example: the WO recommends 85,000mm². The Contractor decides to use vent tiles and installs 5 vent tiles giving 100,000mm² installed. In this case, the Contractor is paid for the required amount of 85,000mm². Tenderers are reminded to put in the correct value for this unit.

5. Replacement of Cold-Water Storage Tank (CWST)

Tenderers will be paid a fixed supply and fit rate for a replacement CWST in accordance with *BS 6700: 2006+A1:2009 - Design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages Specification*.

This rate expects:

- The provision of all necessary insulated pipework, overflow, tank support.
- Insulation entirely covering the new tank.
- The safe removal and disposal of the existing tank.

It is essential that the weight of the newly installed water tank be spread over a number of supports, in line with the Homebond Manual – *Roof Construction*.

6. Replacement of Feed and Expansion (F&E) Tank

Tenderers will be paid a fixed supply and fit rate for a replacement F&E tank in accordance with the relevant standards and specification in Operations Manual, Section 6.2.2.

This rate expects:

- The provision of a new F&E tank to be sized to match the existing tank size and capacity and must be capable of dealing with temperatures in excess of 120°C, for example, a steel or high-temperature resistant plastic tank. This is due to the excessive temperature of water flowing into the tank. The rate should provide for a risk assessment report detailing the need for provision of the new tank and the removal and safe disposal of the original tank.

7. Attic Storage Floor

Tenderers will be paid a fixed supply and fit rate for 5m² of storage floor to the attic. This rate expects:

- The provision of the storage floor to be installed in accordance with S.R.54 and the DTSS (Roofs).

8. Installation of New Attic Hatch

Tenderers will be paid a fixed supply and fit rate for a new attic hatch that will allow for the forming, trimming and supporting of the new hatch.

This rate expects:

- The provision of a new good quality hatch being completely insulated as far as practical to the same U-Value as the rest of the insulated roof space.
- As a minimum, compliance with current Building Regulations.

9. Removal of Existing Fixed Flooring in Attics

Tenderers will be paid a fixed price for removal and disposal of existing fixed flooring in the attic space to be insulated so that the attic can be insulated in accordance with the scheme standards. Please refer to Section 6.4 in Operations Manual, regarding schedule of works.

This rate expects:

- The removal and disposal of existing flooring.

10. Conversion of an Existing Cold Deck to a Warm Deck Flat

Tenderers will be paid a fixed price to supply and fit rate per m² for the 'Conversion of an existing cold deck to a warm deck flat' as per section 6.3.6.2.1.2 of SR 54. Tenderers should refer REW table for additional information.

This rate must provide for:

- Provision of condition report of existing roof for suitability.
- The removal of existing installation to be removed and disposed of.
- Making good.
- Providing detailing regarding parapets and corner details.
- The refitting of any external fixtures/fittings.

11. Internal Wall Insulation (IWI): Sloped or flat (horizontal) surface

Please refer to the REW: 'Internal wall (IWI) and external wall insulation (EWI) installation' table in the Operations Manual.

Tenderers are to provide a supply and fit rate per m² of internal wall insulation to either a sloped surface or a ceiling.

This rate must provide for:

- A taped and jointed application finish. The IWI does not need to be bonded and skimmed;
- All internal wall insulation is to be finished in white paint;
- The refitting of all fixtures and fittings, replacing decorations and making good.

12. Internal Wall Insulation (IWI): (Vertical surface)

Please refer to the REW: 'Internal wall (IWI) and external wall insulation (EWI) installation' table in the Operations Manual.

Tenderers are to provide a supply and fit rate per m² of internal wall insulation to a vertical surface area, including window, door and reveal areas in accordance with the programme's specification requirements set out in the DTSS and the Operations Manual and installed in accordance with manufacturer's instructions.

This rate must provide for:

- The creation of window/door reveals as part of the insulation process;
- A taped and jointed application finish. The IWI does not need to be bonded and

skimmed;

- All internal wall insulation is to be finished in white paint;
- The refitting of all fixtures and fittings, replacing decorations and making good window sills.

13. Cavity Wall Insulation (CWI): Bonded bead

Tenderers are to provide a supply and fit rate per m² of cavity wall insulation, including window and doors. This standard rate shall allow for cavity wall insulation on the basis that cavity widths may vary.

This rate must provide for:

- Minor surface repairs/alterations to existing vents, such as but not limited to, replacing deficient covers, paint removal from louvered covers and making good around existing sleeve(s) and new cover surroundings where required.

This rate should not include for new or upgraded non-mechanical wall vents or mechanical extract ventilation. These provisions will be priced for and paid through separate pricing points in the Pricing Schedule.

14. Loose Fibre Extraction (LFE)

The provision of LFE measures to homes has been merged into one band for pricing in order to reflect the level of frequency associated with the scheme. For this reason, Tenderers are to provide one rate per m² for the extraction of loose fibre present in cavities.

This rate must provide for:

- All necessary preparatory work including provision of cavity brushes at adjoining boundaries;
- Sealing and making good (to match existing surface finish) of drill holes;
- Safe and responsible removal of fibre off-site;
- Checking, documenting, and providing evidence that a full solution has been achieved.

15. External Wall Insulation (EWI)

Please refer to the REW: 'Internal wall (IWI) and external wall insulation (EWI) installation' table in the Operations Manual.

The provision of EWI to homes has been divided into three separate bands for pricing in order to reflect the level of complexity associated with different quantities and sizes of homes. For that reason:

Tenderers are to provide three rates per m² for the supply and installation of external wall insulation under the following three categories

EWI Quantity Categories
Less than 60m ²
60m ² to 85m ²
Greater than 85m ²

This rate shall provide for:

- The creation of window and door reveals and sills as part of the insulation process.

- An expected standard finish for EWI is a smooth acrylic in a colour agreed with the homeowner prior to installation.
- Where the property has an existing dashed finish, the rate should include for providing a dash finish to match the existing elevations where dash is present. Tenderers should refer to the REW: 'Internal wall (IWI) and external wall insulation (EWI) installation' table in the Operations Manual for specific guidance on dashed walls.
- All costs associated with the works as set out including the necessary scaffolding, MEWPs, cherry pickers/similar working at height equipment, temporary platforms and safety equipment to ensure safe access and working conditions in accordance with current Health and Safety obligations.

***Note:** The contractor must ensure that the EWI system being used is certified for the application of dash. Contractors should also ensure the component parts used such as fixings and sills, are certified to be used with a contractor's certified EWI system.*

These rates should not include for new or upgraded non-mechanical wall vents or mechanical extract ventilation. These provisions will be priced for and paid through separate pricing points in the Pricing Schedule.

Sample case explaining how EWI quantity categories rate is applied:

98m² = entire external wall surface area of property receiving EWI, therefore the *Greater than 85m²* rate applies, in this example, €102/m². Contractor claim = 98m² x €102.

16. EWI and CWI Sealing of Cavity

Tenderers are to provide a rate for the pumping/sealing of a cavity wall and the application of EWI.

Tenderers are to provide three rates per m² for the supply and installation of external wall insulation and the pumping / sealing of a cavity wall under the following three categories

EWI with CWI Quantity Categories
Less than 60m ²
60m ² to 85m ²
Greater than 85m ²

17. Temporary Removal and Reinstatement of EV Charger

Tenderers will be paid a fixed rate for the carrying out of the following and should refer to Section 6.1 of the Operations Manual for expected application:

- Temporary removal and reinstatement of an existing EV charger to facilitate EWI works.

18. Brick Effect Brick Slip/Stencil Finish

Tenderers are to provide a supply and fit rate per m² of the application of the brick slip for EWI finish. The price submitted should incorporate the following:

- A proprietary system from a certified supplier;
- Suitable for application to insulated substrate in Irish climatic conditions;
- Mortar to be included in the total cost per sqm,

The provision of brick slips to external areas of a home will be recommended in limited circumstances where planning requirements may apply.

19. Quoins, Bands, and Patent Reveals to EWI

Tenderers will be paid a fixed rate per m² for the creation of the following:

- Quoins, bands, and patent reveals for EWI.

20. New Gutters including Removal and Disposal of Old

Tenderers will be paid a fixed rate to supply and fit per metre length for:

- Replacement of gutters including safe disposal of existing.

Gutters provided should be appropriately sized for the roof in accordance with *TGD H 2010 Drainage and wastewater disposal* of the Building Regulations and installed in accordance with manufacturer's instructions including for all necessary brackets and fixings.

The expected standard of gutters will be of uPVC type in the appropriate profile to match what was existing.

21. New Downpipes including Removal and Disposal of Old

Tenderers will be paid a fixed supply and fit rate per metre length for:

- Replacement of downpipes/soil and vent pipes including safe disposal of existing.

Downpipes/soil and vent pipes provided should be appropriately sized in accordance with *TGD H 2010 Drainage and wastewater disposal* of the Building Regulations and installed in accordance with manufacturer's instructions including for all necessary brackets and fixings.

The expected standard of downpipes will be of uPVC type to match what was existing and agreed with homeowner prior to install.

22. New Fascia/Soffit including Removal and Disposal of Old

Tenderers will be paid a fixed supply and fit rate per metre length for:

- Replacement of existing fascia/soffit boards including safe disposal of existing.

The expected standard of fascia/soffit will be of uPVC type to match what was existing and agreed with homeowner prior to install.

23. RGI Meter Move where there is no recommended Heating Package

Tenderers will be paid a fixed rate for the extending of a gas pipe on the consumer side of a meter where EWI works require the meter to be moved. The contractor's registered gas installer (RGI) must provide a certificate for this work.

24. Removal and Reinstatement of Existing Oil/Gas Boiler

Tenderers will be paid a fixed rate for the temporary removal and reinstatement of an existing oil/gas boiler which will not be replaced over the course of the heating installation.

25. Temporary Removal and Reinstatement of Oil Tank

Tenderers will be paid a fixed rate for the temporary removal and reinstatement of an existing oil tank which will not be replaced over the course of the heating installation.

26. Window Replacements

Tenderers are to provide a supply and fit rate per m² for windows with white as standard. Windows shall be installed in accordance with the DTSS, and additional specifications listed in the Operations Manual.

Please refer to 'Window and Door Replacement' section in the Operations Manual for when compiling rates for this measure.

This rate must provide for:

- The safe removal and disposal of the old windows and making good of reveals.
- The required U-Value 1.4 kW/m²K².
- The provision of proprietary airtightness taping to all reveals prior to making good.

Where a contractor is replacing some but not all windows on a house, SEAI expects the contractor to match the existing windows where possible even if non-white, particularly if these windows are at the front of the house. Given the low frequency of this scenario, we ask contractors to allow for this in the window rate. This is considered a reasonable exception to the standard installation of white windows.

Tenderers are not precluded from installing higher performing windows but tendered price for same is as per spec.

27. Rooflight

Tenderers are to provide a supply and fit rate per m² for windows with proprietary system finish as standard. Please refer to 'Window and Door Replacement' section in the Operations Manual for when compiling rates for this measure.

This rate must provide for:

- The safe removal and disposal of the old windows and making good of reveals.
- The required U-Value 1.4* kW/m²K.
- The provision of proprietary airtightness taping to all reveals prior to making good.

28. Solid Doors

- Tenderers are to provide a supply and fit rate per m² for doors with white as standard.
- The safe removal and disposal of the old door and making good of reveals.
- The required U-Value 1.4³ kW/m²K.

The provision of proprietary airtightness taping to all reveals prior to making good.

Doors shall be installed in accordance with the DTSS. Please refer to 'Window and Door Replacement' section in the Operations Manual for when compiling rates for this measure.

29. Sliding Doors

Tenderers are to provide a supply and fit rate per m² for sliding doors.

Sliding doors shall be installed in accordance with the DTSS. Please refer to 'Window and Door Replacement' section in the Operations Manual for when compiling rates for this measure.

This rate must provide for:

- The safe removal and disposal of the old sliding door and making good of reveals.
- The required minimum U-Value 1.4⁴ kW/m²K.

² Tenderers are not precluded from installing higher performing windows but tendered price for same is as per spec.

³ Tenderers are not precluded from installing higher performing doors but tendered price for same is as per spec

⁴ Tenderers are not precluded from installing higher performing sliding doors but tendered price for same is as per spec

- The provision of proprietary air-tightness taping to all reveals prior to making good.

30. Draught-Proofing

The provision of draught-proofing has been split into two bands to reflect the level of complexity at the different quantities of materials required. For this reason:

Tenderers will be paid **two** different fixed supply and fit rates for the following two measures:

- Draught-proofing (< 20m installed).
- Draught-proofing (> 20m installed).

This rate expects:

- Carrier-based draught proofing.
- Door brushes.
- Letter box seals where required.
- Removal and disposal of any old draught-proofing.

31. Mechanical Extract Ventilation (MEV)

Tenderers are to provide a supply and fit rate for the provision of MEV in accordance with S.R.54, TGD Part F of the *Building Regulations*, the DTSS, the *ETCI Wiring Rules* for electrical Installations and fully installed to the manufacturer's instructions.

This rate must provide for:

- The provision of intermittent extract ventilation and fan control, fans, rigid and flexible ductwork.
- Ductwork is to be insulated if it passes through an unheated area.
- All ancillary items associated with finishes and making good surrounding areas associated with the installation work, which includes but is not limited to, boxing in pipes, finishing around wall vents and painting.
- All material necessary to ventilate through an external wall, roof or soffit.
- Coring where required.
- All MEV fans to be on a single separate circuit for independent operation.
- A low voltage fan where required.

Contractors are to provide an RECI certificate for each fan installed.

32. Continuous Mechanical Ventilation Systems (CMEV)

When to install CMEV: For CMEV, all works required to complete a whole-house solution shall be paid based on the number of habitable rooms and wet rooms requiring this form of ventilation. These ventilation systems are a requirement, where the air permeability of the dwelling, certified through an airtightness test, has a result of < 5 m³/ (h.m²) at Q50 due to an extensive fabric upgrade.

Where CMEV is installed in a property, the rate provided shall include for any coring of new or existing wall vents or filling existing vents and making good externally and internally. Tenderers should also include in this set rate for minor surface repairs/alterations to existing vents, such as but not limited to, replacing deficient covers, paint removal from louvered covers and making good around existing sleeve(s) and new cover surroundings where required.

Note: where CMEV is installed, individual non-mechanical and mechanical extract vent pricing points will not be claimed.

The provision of mechanical ventilation systems is divided into **four** separate rates to reflect the appropriate category of system to be installed per home. Tenderers should note that the default installation of all systems is to be a centralised one. In some instances, achieving a centralised system may be not possible. For this reason, tenderers are to provide a supply and fit rate for a centralised and decentralised demand-control mechanical extract ventilation system (CMEV) comprising the following items:

- Centralised CMEV: Wet room.
 - This is for a centralised demand-control mechanical extract ventilation System (CMEV) with a centralised fan ducted from wet rooms.
- CMEV: Habitable room wall vent.
 - This is common to both centralised and decentralised demand-control mechanical extract ventilation systems.
- CMEV: Habitable room window vent.
 - This is common to both centralised and decentralised demand-control mechanical extract ventilation systems.

This rate must provide for:

- A suitably designed system incorporating all component parts for a demand control ventilation system including but not limited to all fans, fan controls, rigid and flexible ductwork, extract units and making good.
- Insulated ductwork if it passes through unheated areas.
- All ancillary items associated with finishes and making good surrounding areas associated with the installation work, which includes but is not limited to, boxing in pipes, finishing around wall vents and painting.
- The adjustment of doors to support a fully functioning mechanical ventilation system where required.
- Compliance with requirements set out in S.R. 54 and building standards.
- Coring where required.
- A low voltage fan to standard.

33. Continuous Mechanical Ventilation Systems with Demand-Control (DCV)

When to install DCV: For DCV, all works required to complete a whole-house solution shall be paid based on the number of habitable rooms and wet rooms requiring this form of ventilation. These ventilation systems are a requirement, where the air permeability of the dwelling, certified through an airtightness test, has a result of $< 5 \text{ m}^3/(\text{h} \cdot \text{m}^2)$ at Q50 Pascals due to an extensive fabric upgrade.

Where DCV is installed in a property, the rate provided shall include for any coring of new or existing wall vents or filling existing vents and making good externally and internally. Tenderers should also include in this set rate for minor surface repairs/alterations to existing vents, such as but not limited to, replacing deficient covers, paint removal from louvered covers and making good around existing sleeve(s) and new cover surroundings

where required.

Note: where DCV is installed, individual non-mechanical and mechanical extract vent pricing points will not be claimed.

The provision of mechanical ventilation systems is divided into **four** separate rates to reflect the appropriate category of system to be installed per home. Tenderers should note that the default installation of all systems is to be a centralised one. In some instances, achieving a centralised system may be not possible. For this reason, tenderers are to provide a supply and fit rate for a centralised and decentralised demand-control mechanical extract ventilation system (DCV) comprising the following items:

- Centralised DCV: Wet room.
 - This is for a centralised demand-control mechanical extract ventilation System (C/DCV) with a centralised fan ducted from wet rooms.
- DCV: Habitable room wall vent.
 - This is common to both centralised and decentralised demand-control mechanical extract ventilation systems.
- DCV: Habitable room window vent.
 - This is common to both centralised and decentralised demand-control mechanical extract ventilation systems.

This rate must provide for:

- A suitably designed system incorporating all component parts for a demand control ventilation system including but not limited to all fans, fan controls, rigid and flexible ductwork, extract units and making good.
- Insulated ductwork if it passes through unheated areas.
- All ancillary items associated with finishes and making good surrounding areas associated with the installation work, which includes but is not limited to, boxing in pipes, finishing around wall vents and painting.
- The adjustment of doors to support a fully functioning mechanical ventilation system where required.
- Compliance with requirements set out in S.R. 54 and building standards.
- Coring where required.
- A low voltage fan to standard.

Please refer to section 6.1 'Ventilation' in the Operations Manual for technical specification.

34. Airtightness Testing

Under WHS, all homes receiving EWI, IWI or window upgrades under the scheme will require an airtightness test. Tenderers are to provide a rate for airtightness testing.

- All airtightness testers must be on the NSAI Register of Airtightness Testers.

35. Non-Mechanical Wall Ventilation

The provision of non-mechanical ventilation has been merged into a single rate for pricing to reflect similar levels of complexity involved in installing. For this reason, tenderers are to provide **one** supply and fit rate for the following **three** items:

Vent Type
Certified permanent wall vent
Certified background wall vent
Ducting existing cooker hood to external

This rate must provide for:

- All works associated with all these vent types including for creating an opening.
- Installing an adequately sized certified wall ventilator in accordance with I.S. EN 13141- 1:2004.
- Making good any surrounding surfaces, such as but not limited to, external and internal walls surfaces, sleeve surroundings and other associated ancillary items.

Note: For ducting the existing cooker hood to an external wall, this includes for the supply and fit of the ducting and connecting it to a new wall vent (that is, where a new core may need to be provided).

36. Non-Mechanical Wall Ventilation Cover

The provision of replacement of cover from background to permanent cover.

37. Replace/Extend an Oil Boiler Flue

Tenderers are to provide a supply and fit rate for the replacing of an oil boiler flue where EWI is being installed to a property that is not receiving central heating measures. This should only be considered where an existing flue cannot be extended. The rate must provide for the necessary parts and labour to leave the new flue compliant with OFTEC and building regulations.

38. Replace/Extend a Gas Boiler Flue

Tenderers are to provide a supply and fit rate for the replacing/extending of a gas boiler flue where EWI is being installed to a property that is not receiving central heating measures. The rate must provide for the necessary parts and labour to leave the new/extended flue compliant with RGII and Building Regulations.

39. Solid Fuel Flue Replacement/Extension

Tenderers are to provide a supply and fit rate for the replacing/extension of a solid fuel flue where EWI is being installed to a property that is not receiving central heating measures. The rate must provide for the necessary parts and labour to leave the new/extended flue compliant with Building Regulations.

40. Air to Water Heat Pump Heating System Installation

An 'Upgrade' system comprises the supply and fit of a Heat Pump system and heating controls pack and ancillary works required where there is an existing heating system in place, consisting of a single price for an air to water system. Tenderers must check all measures required in the Heating REW tab in TRD Part C (located in the Operations Manual), to ensure all expected works have been included in their submitted rates. The rate is equal to the sum of the following items in TRD Part C

For the purposes of this tender, please note the following:

Tenderers are to provide a supply and fit rate for the measure below referring to the REW: Heating system installation/upgrade works table, 'Air to water heat pump' in the Operations Manual.

A suitably sized heat pump system, 300+% efficiency as per the Heat Pump Tool for DEAP, to provide a minimum of 100% of space heating demand and 80% of hot water demand, to manufacturer's instruction and SEAI specifications.

41. Air to Air Heat Pump System Installation

An air-to-air system 'upgrade' comprises the supply and fit of a Heat Pump system and heating controls pack and ancillary works required where there is an existing heating system in place, consisting of a single price for an Air-to-Air system. Tenderers must check all measures required in the Heating REW tab in TRD Part C (also located in the Operations Manual), to ensure all expected works have been included in their submitted rates.

42. Supplemental cost for equal or greater than a 9kW Air to Water heat pump

Tenderers should refer to the REW: 'Heating system installation/upgrade works' table, " in the Operations Manual.

43. The provision of an Additional Heating Zone

For the purposes of this tender, please note the following:

Tenderers are to provide a supply and fit rate to all components to enable an additional space heating zone which will entail any/all of the following:

- Stat, Valves, New single-channel/new Three-channel, programmer and associated wiring, and associated pipework.

44. Disconnect and Remove Existing Electrical Heating System

For these measures, tenderers should note that the individual price items may require to be discounted off the heating control pack price if it is deemed that the item is either a) existing or b) not required. In this eventuality, a participant is to apply for a variation to remove the said item(s).

45. New Electrical Storage Heater System with Controls

For the purposes of this tender, please note the following:

Tenderers are to provide a supply and fit rate for the measure below referring to the REW: Heating system installation/upgrade works table, 'Electric Storage Heaters with controls' in the Operations Manual, as well as, but not limited to:

- Wiring including earthing and bonding.
- Fittings.
- Making good.
- Disposal of any materials arising from the works.
- Any other associated material to complete the installation of the heating equipment.

Electrical storage should have a heat retention not less than 45 % measured according to I.S. EN 60531:2000. They should incorporate a timer and electronic room thermostat to control the heat output that are user adjustable. The supply and installation of a full heating controls pack without remote access to be installed as per the DTSS and Operations Manual.

46. Electrical Panel Heater

Tenderers are to provide a supply and fit rate for the measure below referring to the REW: Heating system installation/upgrade works table, 'Electric Storage Heaters with controls' in the Operations Manual.

47. Electrical Plug-in Room Heater Stove Effect

Tenders will be paid a fixed price for the supply and fit rate for a new electrical plug-in stove effect room heater. The tender rate should include for:

- Suitable, sizing of the stove and electrical wiring to ETCI requirements.

48. Carbon Monoxide Alarm - Type A

Tenderers will be paid a fixed rate for carrying out of the following and should refer to Section 6.6 of the Operations Manual and compliance with Part J for installation. All CO alarms Type A must comply with IS 813:

- Carbon monoxide alarm - Type A

49. Carbon Monoxide Alarm - Type B

Tenderers will be paid a fixed rate for carrying out of the following and should refer to Section 6.6 of the Operations Manual and compliance with Part J for installation. All CO alarms Type B must comply with IS 813:

- Carbon monoxide alarm - Type B

50. Immersion

Tenderers will be paid a fixed price for the supply and fit rate for:

- New immersion appropriately sized for the electrical system priced on the programme.

51. Hot-Water Cylinder Jacket

Tenderers will be paid a fixed supply and fit rate for a hot-water cylinder jacket correctly sized, tested and approved to BS 5615 and in accordance with the DTSS.

52. Radiators and Thermostatic Radiator Valves

Referencing TRD Part C, tenderers are to provide one supply and fit rate for **each** of the following items:

- **Radiator/Heat emitter (heat pump standard requirements) where the Heat Pump flow default temperature values are utilised**, and associated pipework and valves to suit calculated output requirements of each room following completion of any insulation measures (based on heat loss calculation methodology in 'CIBSE Domestic Heating Guide.' Where replacement radiators are required, this rate includes for the removal and safe disposal of the old radiator.

Or

- **Lower Temperature Radiator/Heat emitter (heat pump standard requirements), where the Heat Pump flow temperature is 45 degrees or less**, and associated pipework and valves to suit calculated output requirements of each room following completion of any insulation measures (based on heat loss calculation methodology in 'CIBSE Domestic Heating Guide.' Where replacement radiators are required, this rate includes for the removal and safe disposal of the old radiator.
- Thermostatic valve. The provision of a lock-shield valve should be incorporated in this rate.

53. Associated Heating Measures

Referencing TRD Part C, tenderers are to provide one supply and fit rate for **each** of the following associated measures:

- Removal and reinstatement of fireplace with the supply and fit of new fireback.

- Disconnect and remove fixed electrical heating and all related electrical power points and distribution equipment.
- Disconnect and decommission back boiler on solid fuel cooker.
- Disconnect stove.
- Disconnect and remove oil tank and supply line.
- Installation of fire barriers for oil tanks where required.

54. Pipework

Referencing TRD Part C, tenderers will be paid a fixed rate per metre run, for **each** of the following pipework and associated valves for the following different plumbing pipe requirements:

- Pipework for oil [to accommodate EWI only].
- Pipework for gas [to accommodate EWI only].
- Pipework for heating.
- Pipework for refrigerant.
- Pipework for plumbing.

Tenderers should include for boxing where pipework is run vertically only.

55. Under Sink Water Heater

Tenderers will be paid a fixed price for the supply and fit rate for a 5litre under-sink water heater.

The tendered rate should include for suitably siting the store and electrical wiring to NSAI's I.S.10101 regulations of the self- contained cold-water booster set. Pipework for the installation will be paid in the linear meter rate for 'Pipework for plumbing'.

The under-sink water heater should incorporate the following features:

- Wall or floor mounting.
- Fitted with limiting device to provide protection of overheating.
- External temperature control.
- Fitted as per manufacturer's instructions.

56. Chimney Sealing

Tenderers will be paid a fixed rate for the supply and fit for sealing a chimney which is no longer in use, as described in Section 10.2.2.3.2 of SR 54 with two options which should be captured in the submitted cost.

Case 1: In the case of a fireplace that is no longer in use, and the chimney is to be sealed, please refer to Figure 96 of SR 54, as it will become a major air leakage path which no longer has a purpose. The chimney should be sealed

- Located within the room; and
- at the ceiling level of any insulated roof to ensure that the chimney breast within a heated room does not contain cold air.

Above the level of the insulated ceiling the chimney should be sealed and fulfil the following parameters:

- Ventilated from within the roof space to the outside of the dwelling; and

- Capped to prevent ingress of moisture or rain whilst maintaining ventilation.

Case 2: Alternatively, ventilation of the flue should be maintained by a vent in the sealed fireplace. Where the chimney is on an external wall, the internal face should be insulated. The tendered price should include any associated works for the following:

- Fittings.
- Making good.
- Disposal of any materials arising from the works.
- Any other associated material to complete the installation.

57. Chimney Draught Limiter

Tenderers will be paid a fixed price for the supply and fit rate for the provision of Chimney Draught limiter in accordance with the Building Regulations, the DTSS, and fully installed to the manufacturer's instructions.

This rate must provide for:

- Fitted as per manufacturer's instructions.
- Fittings.
- Making good.
- Disposal of any materials arising from the works.
- Any other associated material to complete the installation of the equipment.

58. Solar Photovoltaic (PV) Systems

For the purposes of this tender, please note the following:

Tenderers are to provide a supply and fit rate **per kWp** for the measure below referring to the REW: Solar Photovoltaic system installation works table, 'Solar Photovoltaic (PV) systems' in the Operations Manual and in accordance with the DTSS Code of practice for Solar PV.

This rate must provide for:

- The installation is fully commissioned and operational.
- All necessary documentation has been completed.
- An application to accompany the install.
- A 'Handover Pack' containing all necessary documentation has been left with the homeowner.
- A copy of the Handover Pack has been uploaded to the database.
- The Homeowner has been fully instructed on how to operate the system.
- All waste and redundant materials have been safely removed from site.

59. HLI Assessment

Tenderers are to provide a rate for the carrying out of the following:

- A technical assessment using the DEAP methodology, by a registered BER assessor to verify that the expected heat loss indicator [HLI] is such that the installation of a heat pump system is appropriate within a modelled home, and the HLI is in line with the requirements.

Refer to Section 6.3.3 and 6.3.8 in the Operations Manual on the HLI assessment process.

60. Electrical Works

The provision of Scheme measures can trigger electrical requirements in order to deliver the upgrades. Tenderers are requested to provide a suite of measures related directly to electrical upgrading, in order to ensure the current components are fit for purpose.

For tendering, tenderers should refer to Section 6.11 [Electrical Installation Works] of the Operations Manual for additional clarification and prices should incorporate the following electrical requirements:

- A pre-installation survey [not a PIR] of the property to determine condition, suitability for treatment and any repairs necessary to the building electrical structure before application of the insulation system.
- Exposed electrical cables to be encased in rigid high impact conduit or equivalent where applicable.
- All switch/socket box extensions or replacements to allow for flush fitting of equipment.
- The replacement of final circuit cables (if short) from last point of circuit- Continuous cabling, cables not to be joined.
- The making good of all disturbed surfaces and safe removal of equipment and all debris at completion.
- The careful storage of material on site and the proper attention taken to the storage and disposal of refuse from site.
- The provision of system certification and warranty at completion.
- Fully compliant electrical installation to comply with I.S. 10101 National Rules for Electrical installations.
- System commissioning, certification, and warranty.

61. Periodic Inspection Report

Tenderers are to provide a rate for carrying out of the following:

- A Periodic Inspection Report by an independent REC, to verify the condition of an existing electrical system in advance of any relevant measures which require electrical adjustment that the installation of an electrical system is appropriate.

62. Upgrade Tails from Meter to Fuse Board

Tenderers are to provide a rate for carrying out of the following measure:

- The upgrading of the tails from the meter to the existing fuse board.

The price submitted should include for the making good and removal of any disturbed material at completion.

63. Upgrade Earth

Tenderers are to provide a rate for carrying out of the following measure:

- The upgrading of the earth to the fuse board.

The price submitted should include for the making good and removal of any disturbed material at completion.

64. Upgrade Fuse Board

Tenderers are to provide a rate for carrying out of the following measure:

- The provision and installation of a new fuse board.

The price submitted should include for the making good and removal of any disturbed material at completion.

65. Upgrade Sub Board

Tenderers are to provide a rate for carrying out of the following measure:

- The provision and installation of a new sub board.

The price submitted should include for the making good and removal of any disturbed material at completion.

66. Install and Wire New Earth Rod

Tenderers are to provide a rate for carrying out of the following measure:

- The provision of an earth rod to the exterior.

The price submitted should include for the making good and removal of any disturbed material at completion.

67. Upgrade RCD for MEV Installation

Tenderers are to provide a rate for carrying out of the following and should refer to

- The upgrade of an RCD where a mechanical vent.

The price submitted should include for the making good and removal of any disturbed material at completion.

68. LED Lighting

Tenderers will be paid a fixed supply only rate for four (4 no.) LED lights in accordance with the DTSS.

Appendix 2: Pricing Schedule

Please see MS Excel Pricing Schedule (TRD Part C)

Pricing Instructions

Please refer to TRD C Pricing Document to this RFT.

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: **The Sustainable Energy Authority of Ireland** (the "Contracting Authority")
RE: Request for Tenders for the establishment of a Framework Agreement for the Delivery of Works pursuant to SEAI's Energy Poverty Programme

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Framework Agreement, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, and the Framework Agreement and agree if appointed to execute the Framework Agreement.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Call Off Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Call Off Contract under the RFT, have in place on the Effective Date of the Call Off Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.
10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Framework Agreement) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

Signed:

.....

(Authorised Signatory being the Director of the Company)

Print Name

.....

Company

.....

Address

.....

.....

Date

.....

Appendix 3A: Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenders and candidates should note the requirements under Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of a foreign financial contribution, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

Appendix 3A: Schedule A

Declaration of no foreign financial contributions

*[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has **not** been in receipt of any foreign financial contributions]*

TO: **The Sustainable Energy Authority of Ireland** (the “Contracting Authority”)

RE: Request for Tenders for the establishment of a Framework Agreement for the Delivery of Works pursuant to SEAI’s Energy Poverty Programme

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

Signed:

(Authorised Signatory being the Director of the Company)

Print Name

Notifying Party

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the establishment of a Framework Agreement for the Delivery of Works pursuant to SEAL's Energy Poverty Programme

NAME: [\[Click here and insert name\]](#)

ADDRESS: [\[Click here and insert address\]](#)

I, [\[Click here and insert name of Declarant\]](#), of [\[Click here and insert name of entity\]](#) do solemnly and sincerely declare that:

1. I am a [\[insert role of Declarant\]](#) of [\[Click here and insert name of entity\]](#) and am authorized by [\[Click here and insert name of entity\]](#) to make this declaration which relates to a tender ("the Tender") submitted by [\[Click here and insert name of entity\]](#) in response to an RFT dated titled [\[insert description of competition\]](#) published by [\[insert name of contracting authority\]](#) ("the Contracting Authority").
2. Neither [\[Click here and insert name of entity\]](#) nor any person who is a member of the administrative, management or supervisory body of [\[Click here and insert name of entity\]](#) nor any person who has powers of representation, decision or control in [\[Click here and insert name of entity\]](#) has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for 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 the national law of the Contracting Authority or the law of the state in [\[Click here and insert name of entity\]](#) is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [\[Click here and insert name of entity\]](#):
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.
4. [\[Click here and insert name of entity\]](#):
 - a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law

listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

- b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition.
 - f. has not had any prior involvement in the preparation of the Competition.
 - g. has not 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.
 - h. is not 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 for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Declared before me by _____ who is personally

known to me

(or who is identified to me by _____ who is personally

known to me) or*

at _____ this _____ day of _____ 2025

(signed)

Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

Instruction on Statutory/Sworn Declaration Requirement

Tenderers are reminded that the required Appendix 4, Declaration as to Personal Circumstances of the Tenderer **must** be fully completed, sworn and signed by a practising solicitor/commissioner for oaths/notary public prior to the Tender submission deadline.

This declaration **must be uploaded as part of the Tender submission**. Declarations submitted unsigned, partially completed, or signed without the required witnessing may be considered **non-compliant**.

Requests to submit the signed Appendix 4, Declaration as to Personal Circumstances of the Tenderer **after the Tender submission deadline will not be accepted**, regardless of the reason involved. All Tenderers must ensure they make the necessary arrangements in good time to have the Declaration properly executed in advance of submission.

Failure to comply with this requirement may **result in the Tender being deemed invalid**.

END OF DOCUMENT