Questions and Responses No. 1

In connection with the Request for Tenders for appointment to a Framework for the Provision of Enforcement and Insolvency Services to Home Building Finance Ireland (HBFI)

(Ref: 2025PR076)

23 December 2025

1. Reference to "Administrator" in Schedule A (The Services)
   Schedule A (The Services) refers to the possibility of HBFI appointing or instructing an "administrator." Given that administrators are not appointed under Irish insolvency law, can the Authority confirm whether:
   a. the term "administrator" is used in a generic sense, or whether it refers to the UK insolvency office-holder; and
   b. if the latter, whether Tenderers should include details and credentials of UK-authorised insolvency practitioners (e.g., colleagues based in Northern Ireland) in demonstrating capability to meet the scope of services?

   Response:
   To confirm, Tenderers are advised that:
   a. Yes, the term administrator is used in a generic sense and does not refer to a UK insolvency office holder.
   b. This is not required for the purpose of responding to this tender.

2. Scope of Enforcement Actions – Extent of Real Estate Responsibilities
   In Schedule 4 (The Services) of the RFT, the Services include various enforcement steps in respect of residential development projects. Could the Authority confirm whether the Consultant's responsibilities include ongoing asset management of development sites post-appointment (e.g., monitoring contractors, certifying drawdowns, project oversight), or whether such functions are outside the intended scope of this Framework?

   Response:
   Yes, the Consultant's responsibilities include ongoing asset management of development sites post-appointment.

3. Interaction With Other Consultants on the Framework – Clarification of Roles and Responsibilities
   Section 6.6 of the Framework Agreement requires Consultants to cooperate with "Other Consultants" appointed by HBFIL. Could the Authority clarify:
   a. whether, in multi-party engagements (e.g., where legal advisors, valuation advisors, or multiple insolvency practitioners are appointed), HBFIL intends to designate a lead Consultant responsible for coordination;

b. whether Consultants will receive full visibility of other advisors' scopes of work to ensure clear delineation of responsibilities and avoid duplication; and
c. whether HBFIL anticipates circumstances where two Consultants from the Framework may be appointed to parallel or overlapping roles on the same borrower/project, and if so, how conflicts of interest will be managed?

Response:

a. Where there is a multi-party engagement each consultant will be required to liase with each other and HBFI to coordinate the services required.

Where multiple insolvency practitioners are appointed, HBFI would appoint a lead consultant.

b. The scopes of work of other advisors appointed by HFBI would be shared where appropriate.

c. This is not anticipated.

4. Funding Availability and HBFI Criteria

The tender documentation states that funding is available for residential projects that are commercially viable and aligned with criteria set out by HBFI (as amended from time to time).

Please confirm how "commercial viability" will be assessed for residential development projects, including:

a. Whether defined financial benchmarks or metrics will be applied, and
b. Whether commercial viability assessments will be undertaken by the HBFI or are expected to form part of the Consultant's Services.

Response:

Any commercial viability assessments will be undertaken by HBFI.

5. Insurance Requirements and Indemnity Limits

The Authority reserves the right to revise insurance indemnity limits upwards depending on the value of individual transactions.

Can the Authority provide indicative guidance on:

Typical indemnity limits that may be required for higher-value developments?

Response:

This will be decided upon on a case-by-case basis, upon advice from HBFI's Insurance advisor.

6. Insurance Requirements and Indemnity Limits

Please confirm whether Tenderers will be:

a. Notified in advance of any revised insurance requirements prior to the award of a Contract Order

Response:
To confirm, yes, a Consultant will be advised in advance of any revised insurance requirements prior to the award of a Contract Order.

7. Cyber Insurance
The tender documentation notes that Cyber insurance may be require depending on the subject matter of particular Contract Orders
Please clarify:
a. The anticipated minimum limit of indemnity for Cyber Insurance, and
b. Whether this is expected to be a standalone policy or an extension to existing professional indemnity or combined insurance arrangements.

Response:
Tenderers are advised, that:
a. If required, an appropriate limit will be determined on a case-by-case basis, depending on the nature, complexity, and digital risk profile of the specific appointment.
b. Extension to an existing professional indemnity or combined insurance arrangements are acceptable on the basis that the cover provided is fit for purpose and acceptable to HBFI for the specific appointment.

8. Can the HBFI confirm the circumstances in which Cyber Insurance will be deemed necessary for property development-related services?

Response:
A requirement for Cyber Insurance will be determined on a case-by-case basis, depending on the nature, complexity, and digital risk profile of the specific appointment

9. Will the HBFI accept existing Cyber Insurance policies held by the Consultant, subject to review and approval?

Response:
Yes, HBFI will accept existing Cyber Insurance policies held by the Consultant, subject to review and approval.

10. Environmental Management and Sustainability

Tenderers are required to detail measures for managing the environmental impact of the Services.
Please confirm whether alignment with specific environmental or sustainability standards is expected (e.g. ISO 14001, ESG principles, local authority climate action plans).

Are there minimum environmental or sustainability performance expectations that must be met for property development projects under the framework?

Response:

To confirm, there are no minimum requirements in this regard.

It is a matter for Tenderers to determine how best to formulate their response to the requirements set out in the Request for Tender documentation.

11. Asset Value Preservation and Enhancement
    Should Tenderers are required to describe how they will preserve or enhance asset value for the Authority.

    Please clarify whether asset value is primarily considered in terms of:

    • Capital value,
    • Income generation, or
    • Risk mitigation over the development lifecycle?

    Response:

    It is a matter for Tenderers to determine how best to formulate their response to the requirements set out in the Request for Tender documentation.

12. Section 4.1 of Schedule 3 requires Tenderers to address multiple elements within an eight (8) A4 page limit (excluding images and diagrams). Could the Authority please confirm:
    a. Whether the eight-page limit applies to text only, or if tables, charts, and infographics are permitted within that limit;
    b. If Tenderers are expected to address all listed elements (key issues, methodology, dependencies, communication, external systems, data protection, disaster recovery, quality control, BCP, environmental impact) in equal detail, or if prioritisation based on perceived risk is acceptable;
    c. Whether the Authority will provide specific examples of key delivery risks it considers most critical for a senior debt funder, or if Tenderers should identify these independently;
    d. If the Authority has any preferred format or structure for presenting this section (e.g., headings aligned to bullet points in the RFT).

    Response:

    *As per Section 4.1 (Approach & Methodology) of Schedule 3 (Form of Tender), Tenderers should provide their response to this award criterion in no more than eight (8) A4 pages, **excluding images and diagrams.***

    It is a matter for Tenderers to determine how best to formulate their response to the requirements set out in the Request for Tender documentation.

13. Section 3.2 and Schedule 4 refer to 'Additional Services.' Could the Authority provide examples of what might typically constitute Additional Services beyond those listed, and confirm whether these will be priced separately or under the hourly rate.

Response:
Additional services will vary on a case-by-case basis, depending on the nature, complexity, and stage of development of the specific appointment.

Tenderers are referred to Section 4.3 (Fees) of Schedule 3 (Form of Tender), which states inter alia,

> *"Tenderers must submit hourly rates (excluding VAT) ("Hourly Rates") for the provision of the Services by their personnel, and any Additional Services should they be required by their personnel in accordance with section 5.11 (Fees) of this RFT.*
>
> *(..)*
>
> *The Hourly Rates submitted may also be used following award of a Contract Order for obtaining a fee from the Consultant for items relating to the Services such as, Additional Services, variations/ changes to the Services, owing to unforeseen project specific issues 25 that arise during delivery of the Services."*

14. Section 4 notes the Authority's NetZero target and environmental considerations. Will the Authority provide specific KPIs or reporting templates for monitoring environmental impact, or should Tenderers propose their own methodology?

Response:
It is a matter for Tenderers to determine how best to formulate their response to the requirements set out in the Request for Tender documentation.

15. In relation to Schedule 5 (Standard CV Format), could the Authority confirm:

    a. The minimum number of CVs required at each grade (Director/Partner, Senior Manager, Manager, Assistant Manager);
    b. The maximum number of CVs permitted at each grade; and
    c. Whether CVs are required for all team members, including junior staff below Assistant Manager level or only for key personnel.

Response:
Tenderers are referred to Section 4.2 (Proposed Team) of Schedule 3 (Form of Tender) which states inter alia [emphasis added],

> *"In their response to this criterion, Tenderers should in no more than five (5) A4 pages (excluding detailed CVs which should be appended) provide the following details in order to demonstrate the suitability of the proposed team:*

- ***the structure of the proposed team*** *(which may be described in the form of a chart) showing the proposed role and reporting arrangements for each team member detailing the proposed role and responsibilities in respect of the Services outlined in Schedule 4 (The Services);(..)*
- ***provide CVs for each member of the proposed team*** *in substantially the format shown in Schedule 5 (Standard CV Format) demonstrating the suitability of the proposed team members to perform the relevant Services, including past experience on similar assignments."*

For further information regarding Proposed Team requirements, please refer to Section 4.2 (in its entirety) of Schedule 3 in the RFT.

16. Section 5.11 and Schedule 3 refer to Hourly Rates for categories of personnel. Please confirm whether these rates apply to specialist non-insolvency staff (e.g., in-house tax or planning experts) where such expertise is required for a specific appointment.

Response:
Tenderers are referred to Section 4.3 (Fess) of Schedule 3 (Form of Tender), which states inter alia,

> *"Tenderers must categorise their personnel within the following categories only. Should a Tenderer have different ranks of personnel within a category, then it should use a blended rate for that category. The rate that is charged to the Authority shall be the single rate applicable to that category regardless of the rank of personnel within that category that performs the Services."*

17. Section 7.4 states that the Framework Agreement will not be subject to material negotiation post-submission. Will the Authority allow clarification or discussion of liability caps prior to execution?

Response:
Tenderers are referred to Section 7.4 (Submission on Framework Agreement terms), which states inter alia ***[emphasis added]****,*

> *'Tenderers are advised to review the Framework Agreement in Schedule 6 and* ***to submit via the query procedure in section 4.12 any material comments or queries they have on the provisions of the Framework Agreement.'***

In accordance with the above, please note that there is no scope for negotiations of Framework Agreement terms after the Query Deadline. This includes any requests for clarifications or discussion regarding liability caps, which must be raised through the query procedure as outlined in section 4.12 (Requests for Clarification and Enquires, Ambiguity, Discrepancy, error or Omission) of the RFT.

18. Schedule 2 specifies that responses to Approach & Methodology and Proposed Team will be assessed on an overall basis, with a minimum score of 50% required. Could the Authority confirm:

a. Whether each sub-element within Approach & Methodology (e.g., risk commentary, environmental measures, data protection) carries equal weight or if certain elements are considered more critical;
b. If any further guidance or examples will be provided on what constitutes an 'Excellent' response under the scoring bands in Table 2.

Response:

Information regarding the tender evaluation methodology is set out in Section 1 (Tender Evaluation Methodology) of Schedule 2 (Award Criteria). Tenders must score at least 50% of the allocated marks in response of each award criterion, namely 'Approach and Methodology' and 'Proposed Team'. Any tender that fails to achieve 50% of the marks in any award criterion (other than Fees) will be eliminated and will not be considered further in the competition. This threshold applies to the overall criterion, not to each individual sub-element listed under the Approach and Methodology and the Proposed Team criterions.
It is a matter for Tenderers to determine how best to formulate their response to the requirements set out in the Request for Tender documentation.

19. Section 4.1 of Schedule 3 requires Tenderers to detail "any dependencies required from the Authority to include the initial engagement period." Could the Authority confirm that this refers to:
    a. Information and documentation required from the Authority to enable the Tenderer to commence the engagement; and
    b. Any ongoing information/documentation required during the engagement period?

Response:

It is a matter for Tenderers to determine how best to formulate their response to the requirements set out in the Request for Tender documentation.

20. Schedule 1 states that Tenderers must provide details of experience with at least three clients within the last 36 months. Could the Authority confirm:
    a. Whether Tenderers may provide more than three credentials to demonstrate breadth and depth of experience; and
    b. If additional credentials will be considered in the evaluation or disregarded beyond the minimum requirement.

Response:

*Tenderers should note that the assessment for compliance with the minimum requirements contained in Schedule 1 (Minimum Requirements) will be conducted on a pass/fail basis. Tenderers must provide reference examples demonstrating that they have provided enforcement and insolvency services, **on behalf of a senior debt funder**, of a similar nature in terms of range and complexity to the Services required by the Authority set out in Schedule 4 (The Services) within the 36 months prior to the tender* *deadline to three clients in order to satisfy this requirement. Reference examples provided by Tenderers to address this minimum requirement will be assessed in relation to this minimum requirement only.*

Tenderers should note that the response to this section ***must not exceed on (1) A4 page per reference client.***

For further information regarding Minimum Experience requirements, please refer to Section 2.3 (in its entirety) of Schedule 1 in the RFT.

21. Schedule 4 refers to acting as receiver, administrator, or liquidator. Could the Authority confirm:
    a. Whether any loans within the scope of this Framework involve assets or entities that would require an NI Insolvency Practitioner or compliance with Northern Ireland insolvency law;
    b. If so, whether Tenderers should include rates or capability for such appointments.

Response:

Tenderers are advised that:

a. No, loans within the scope of this Framework involve assets or entities that would require an NI Insolvency Practitioner or compliance with Northern Ireland insolvency law are not within the scope of this framework

b. This is not required for the purposes of responding to this tender.