



Request for Tenders for appointment to a Multi Party Framework Agreement for the provision of Urban Design & Infrastructure Planning Framework

Tender Procedure: Open Procedure (above EU Threshold)

Tender Deadline: 08 May 2026

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Part 1: Introduction

The Land Development Agency (LDA) (the “**Contracting Authority**”) invites tenders (“**Tenders**”) from economic operators (“**Tenderers**”) for appointment to a multi-supplier framework agreement (the “**Framework Agreement**”) for the provision of the services as described in Part 3 of this Request for Tender (the “**RFT**”). In order to access the Framework, tenderers are required to prepare a bid in respect to a live LDA project. Full details and scope of services are set out in Appendix 6.

The framework will be delivered via one lot as follows: (“**Framework Lot**”).

- Urban Design and Architectural-led design team framework for the development of large-scale regeneration and/or urban expansion type projects with an emphasis on the development of robust, deliverable planning frameworks (feasibility studies, framework plan, masterplan, planning scheme or similar) underpinned by clear, concise and costed Infrastructure Delivery Plans (IDP).

This public procurement competition will follow the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016) (the “**Regulations**”). If successful, the resulting contract will have a term of forty-eight (48) months, with the possibility of an extension for a period of up to twelve (12) months, all under the same terms and conditions and subject to legal obligations.

References in this RFT to "Framework Agreement" shall refer to each Framework Agreement entered into in respect of the Framework Lot, and "Framework Agreements" shall refer to all the Framework Agreements collectively.

Our policy at the Contracting Authority is to promote fair and equal participation by Small and Medium Enterprises (SMEs) in this competition. SMEs finding the scope beyond their technical or business capacity are encouraged, in line with paragraph 5.7 to explore collaboration possibilities with other SMEs or larger enterprises. This collaboration allows them to contribute to the successful implementation of any resulting services contract and enhance their social and economic benefits.

Likewise, larger enterprises are encouraged, subject to paragraph 5.7 to find practical ways to include SMEs in their proposals, aiming to maximize the social and economic benefits of potential services contracts arising from this competition.

Part 2: Overview of the Contracting Authority

2.1 Overview of the Land Development Agency (LDA)

The Land Development Agency (LDA) is the State's affordable housing delivery body. Its main role is to acquire and develop State and other land to deliver affordable homes to address the country's housing need.

The LDA is underpinned by the Land Development Agency Act 2021 and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €7.5 billion, with €1.25bn borrowing capacity.

Additionally, the LDA undertakes work on large-scale longer-term strategic areas by master planning and bringing forward planning applications in locations such as Limerick Colbert Quarter, the Digital Hub in Dublin and Sandy Road in Galway.

It is also responsible for a range of public functions including research, master planning and the development of construction guidelines and best practices. The LDA has produced and now regularly updates the Report on Relevant Public Land, which has identified 102 State-owned sites with the potential for 70,830 homes.

2.2 Role of Land Activation Team (LAT)

The LDA has recently established a Land Activation Team (LAT) within the wider LDA Property Function. The role of the LAT is to support the unlocking and enablement of large, complex regeneration and/or urban expansion sites. The LDA will seek to conduct extensive due diligence, feasibility analysis, capacity testing, and preparation of appropriate plans (Framework Plans, Masterplans, detailed planning schemes etc.) on these sites together with the provision of infrastructure planning, phasing and delivery and economic modelling.

Delivery of new high-quality communities and places to live, work and play with an emphasis on high quality urban design and placemaking will be a central consideration. Equally, ensuring financial sustainability, viability and deliverability will be critical considerations in all schemes.

2.3 Mission

The mission of the LDA is to maximise the supply of affordable and social homes on public and acquired land in a financially sustainable manner, supporting the creation of thriving communities and delivering ongoing positive social impact. The role of the LDA has recently expanded to also consider the delivery of private housing where a market failure exists or where the delivery of private housing is prudent in the interest of creating sustainable, mixed tenure communities.

2.4 Values

Guided by the values of Integrity, Collaboration, Sustainability, Innovation, and Delivery, the LDA places the utmost importance on transparency.

2.5 Governance and Transparency

As stewards of public assets, public money, and a critical housing and development mandate, the LDA is committed to transparency and public accountability. The organisation provides

regular updates on its progress through press releases, social media, and engagement with public representatives and Oireachtas committees.

By maintaining these standards, the LDA ensures that its operations are conducted with the highest level of integrity and openness, reinforcing its commitment to the public and its mission to support the creation of affordable and social homes across Ireland.

2.6 LDA Projects

For examples of LDA projects refer to:

<https://lda.ie/projects> & <https://lda.ie/strategic-planning>

Part 3: Requirements and Specifications

3.1 Introduction

The Contracting Authority proposes to engage in a competitive process for the establishment of a *multi-party* framework agreement for Urban Design & Infrastructure Planning Framework (UDIP)

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

The framework will be delivered in one Lot:

- Urban Design & Infrastructure Planning Framework (UDIP) for the development of large-scale regeneration and/or urban expansion type projects with an emphasis on the development of robust, deliverable planning frameworks (feasibility studies, framework plan, masterplan, planning scheme or similar) underpinned by clear, concise and costed Infrastructure Delivery Plans (IDP).

3.2 Scope of the Services relevant to the Framework Agreement

In summary, Urban Design & Infrastructure Planning Framework (UDIP) will be constructed through two (2) workstreams, namely Core Disciplines and Specialist Disciplines.

Core Disciplines (Primary Consultant):

The Core Disciplines will comprise of the following:

- Urban Design and Architectural led design services
- Civil & Structural Engineering with an emphasis on infrastructure planning, phasing and delivery
- Planning Consultancy Services to include the following where possible:
 - Housing Needs Analysis
 - Socio-demographic analysis
 - Planning Strategy Advice
- Traffic and Transport

Specialist Disciplines (each a Sub Consultant):

The Specialist Disciplines will typically include any or all (but not limited to) of the following:

- Strategic Flood Risk Assessment and/or Flood Risk Assessment
- Strategic Environmental Assessment (SEA) and Natura Impact Assessment (NIA)
- Daylight and Sunlight Analysis
- Social Infrastructure Audit
- Social Impact Assessment
- Socio-economic Assessment (as required).
- Landscape Design and Landscape Visual Impact Assessment
- Ecology and Biodiversity (including Biodiversity Net Gain Analysis)
- Sustainability
- Contamination
- Waste Management
- Noise, Air & Climate
- Access and Maintenance Strategy
- Heritage & Conversation Specialists (including Conservation Architect)
- Arborist
- Archaeology
- Hydrology/Geology
- M&E and Energy Engineering - Grid Engineering (OHL's relocation/undergrounding), District Heating etc
- Geographical Information System
- 3D CGI
- Communications and Public Engagement
- Graphic Design

Applicants will note that on certain projects or assignments, the input of all Design Team members will not necessarily be required.

Niche Services: Acknowledging the potential complexities of specific projects, the Contracting Authority reserves the right to procure as part of the UDIP specialist services as required. These may include, but are not limited to, expertise in areas such as construction and waste management, habitat management etc.

Refer to Appendix 6 Scope of Services for details of the UDIP scope of services.

Tenderer Team

The assessment of submissions for entry into the Framework Agreement will be based on the evaluation of the four Core Disciplines (i.e. the Tenderer's team submission will consist of the disciplines (Urban Design and Architectural led design services, Civil & Structural Engineering, Planning Consultancy Services and Traffic and Transport services).

Tenderers are not required at this stage to submit any information relating to the Specialist Disciplines (Sub Consultants), rather the Tenderer will be required to make a declaration that those parties they intend to use to provide the specialist services comply with the requirements set out below.

The Lead Consultant (Urban Design and Architect) will act as the single point of contractual responsibility for all UDIP services (The Lead Consultant will appoint the Specialist Disciplines as Sub Consultants.

The Urban Design & Architecture Primary Consultant will act as the design team leader, as set out in Appendix 6 Scope of Services.

Specialist Disciplines

The Tenderer is required as part of their Tender to make a declaration that those parties they intend to use to provide the specialist services comply with the following requirements:

- That those providing specialist services will be a Sub Consultant under the Lead Consultant. That each Sub Consultant is a provider of Specialist Disciplines/ consultancy services and has the manpower and capacity to meet the needs of the Contracting Authority.
- That each Sub Consultant has the ability to procure the relevant insurances (see Appendix 9) and will have such insurances in place prior to entering into any Call Off Contract.
- That each Sub Consultant will provide the services in accordance with the Sub Consultant terms and conditions (see Appendix 4)
- That none of the mandatory grounds for exclusion of the Sub Consultant pursuant to Regulation 57 of the Regulations apply to them

Tenderers will be required to indicate the Specialist Disciplines that they are in a position to access and engage as part of their Team.

The process for entry to the Framework Agreement will be conducted in a number of sequential stages as follows:

Stage	Evaluation
1	Selection (Pass/Fail)
2	Award (Scored in accordance with defined criteria)

3.3 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with six (6) Tenderers to be appointed in respect of the Lot following the tender stage and the application of the award criteria (subject to sufficient numbers, meeting the minimum requirements). Those appointed to the framework (the “**Framework Members**”) will thereafter be considered for the award of all contracts within the scope of the Framework Agreement.

3.4 Duration of the Framework Agreement

3.4.1 This public procurement competition will be conducted in accordance with the open procedure under the Regulations. Any Framework Agreement that may result from this competition will (subject to paragraph 3.4.2 below, if applicable) be for a term of **48 months** (the “**Term**”).

3.4.2 The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to **12 months** on the same terms and conditions, subject to the Contracting Authority’s obligations at law. **The Term is not anticipated to exceed 5 years in aggregate.**

3.5 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the Framework Agreement is in the region of €25 million (ex. VAT) over the lifetime of the agreement.

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

3.6 Call Off mechanisms & Commercial Models

Promoting efficiency and value for money is a key element of this Framework Agreement. To this end, the Contracting Authority has designed a number of call off mechanisms which allow access to the required services in a manner that meets the needs of the business.

3.6.1 Mini-Competition

The Contracting Authority may award services by way of a supplementary competition (“**Mini-Competition**”) amongst the Framework Members.

In accordance with the provisions of this RFT, the Framework Agreement and the Supplementary Request for Tenders (“**SRFT**”), the Contracting Authority may, at its discretion choose to award services by way of Mini-Competition amongst the Framework Members regardless of value.

It is anticipated that all appointed Framework Members will be invited to tender for each Mini-Competition published under the Framework concerned.

Tenderers should note that requirements may be aggregated where determined as necessary by the Contracting Authority: i.e. the requirements of more than one project and/or multiple projects required by the Contracting Authority may be aggregated into one Mini-Competition/SRFT.

Specific details and requirements will be set out by the Contracting Authority in the SRFT.

All call off contracts will be awarded to the most economically advantageous Tenderer/s (Framework Member/s) determined by application of the Mini-Competition Award Criteria set out below

Award Criteria	Sub Criteria	Range of Weightings
Merits of Proposed Team & Relevant Expertise and Experience of Resources (<i>as they relate to the specific subject matter of the Mini-Competition</i>)	To be determined by Contracting Authority at Mini-Competition stage	20% to 70%

Approach & Methodology	To be determined by Contracting Authority at Mini-Competition stage	20% to 40%
Cost	To be determined by Contracting Authority at Mini-Competition stage	20% to 80%
Sustainability: Environmental and/or Social Considerations	To be determined by Contracting Authority at Mini-Competition stage	0% to 20%
Other Criteria (deemed relevant by LDA)	To be determined by Contracting Authority at Mini-Competition stage	20% to 80%

The weighting for each Criterion shall fall within the limits of the range as set out in the table above. Further details of any sub-criteria (if applicable) shall be determined by the Contracting Authority, and the specific weightings that will be applied will be set out in the SRFT issued by the Contracting Authority.

The Contracting Authority may use sub-criteria as part of their assessment. If used, any sub-criteria shall be consistent with the above Award Criteria and range of weightings identified.

3.6.2 Commercial Model Applicable to Mini-Competition (Maximum Daily Rate Card)

Tenderers must complete a Maximum Daily Rate Card for each Professional Grade being tendered for.

For the purposes of entry to the Framework Agreement the Contracting Authority will not evaluate these rates.

Tenderers should note the Contracting Authority has set an UPPER LIMIT on the allowable Maximum Daily Rate Cards (Ceiling Rates) that can be tendered for each Professional Grade.

While these maximum (capped) ceiling daily rates can be equalled, a breach of a capped Ceiling Rate may result in the tender being deemed non-compliant and being eliminated from the competition under the relevant Lot(s).

Where the Contracting Authority elects to drawdown services by way of Mini-Competition, the weighting attached to cost will be set out in the Mini-Competition documents.

The Professional Grade Daily Rates submitted in the Maximum Daily Rate Card of the Framework Agreement Lot in Appendix 8 Pricing Document are the ceiling rates that shall apply to all services drawn down by way of Mini-Competition and will remain in place for the duration of the Framework Agreement.

For the avoidance of doubt, where a Framework Member breaches/exceeds the maximum ceiling rates submitted at Framework stage, that Framework Member is liable to be disqualified and eliminated from the Mini-Competition Evaluation process at contract call off stage.

3.6.3 Direct Award

- (a) In circumstances where a Mini-Competition is run between the members of the Framework as described above, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, the Contracting Authority reserves the right to consult any member of the Framework regarding proposals for performing the required services and to directly award the required services to such member where this is the most expedient way to proceed, taking into account any relevant considerations.
- (b) In circumstances where any services required by the Contracting Authority under this RFT comprise (a) the repetition of similar services (e.g. services relating to the same project) previously performed for the Contracting Authority by a member of the Framework, or (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised or provided services, the Contracting Authority reserves the right to directly award the required services to such member where this is the most expedient way to proceed, taking into account any relevant consideration such as the need to ensure continuity of the services and affordability.
- (c) The Contracting Authority reserves the right to directly award services to any member of the Framework, if it considers it necessary to do so in respect of particular matters, having regard to timing, availability and expertise of resources, conflicts of interest and such other criteria as it considers relevant to such matters.
- (d) The Contracting Authority may award services by way of Direct Award where the contract value does not exceed €100,000. In this instance, the Contracting Authority will allocate work by way of a cascade model, whereby the first ranked framework member will be assigned the first project, the second ranked framework member will be assigned the second project, the third ranked framework member will be assigned the third project, the fourth ranked framework will be assigned the fourth project member, the fifth ranked framework member will be assigned the fifth project, the sixth ranked framework member will be assigned the sixth project, etc.

In all instances the Contracting Authority will issue a Call-Off Order. On receipt of the Call-Off Order, the Framework Member will revert to the Contracting Authority with the following.

- (i) Confirmation of capacity to deliver the required services.
- (ii) Confirmation that no conflict of interest exists; and,
- (iii) A proposal setting out how the Framework Member intends to meet the requirement. The proposal will include but not necessarily be limited to approach and methodology and the resource(s) proposed to deliver the services.

Any engagement for services will be subject to the Contracting Authority satisfying itself that all three (3) conditions set out above have been met. Where the Contracting Authority is not satisfied that any or all of these engagement conditions have been met, the Contracting Authority will select another Framework Member it considers in its sole discretion is capable of delivering the required services.

Candidates on the panel who are consistently unable to undertake the works or fail on the pre-set KPI targets may be removed from the panel.

- (e) The Contracting Authority may, from time to time, obtain specific specialist services, up to a value of €100,000, that are covered by this Framework directly from one of the firms admitted to the Framework Agreement.

3.6.4 Commercial Model Applicable to Direct Award

The Professional Grade Daily Rates submitted in the Maximum Daily Rate Card of the Framework Agreement Lot in Appendix 8 Pricing Document are the ceiling rates that shall apply to all services drawn down by way of the Direct Award Mechanism and will remain in place for the duration of the Framework Agreement.

3.7 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement with a designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new procedure at its sole discretion.

Part 4: Selection and Award Criteria

In order to establish this Framework, the contracting authority request that tenderers base their submission and responses on the Scope of Services provided in Appendix 6.

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

4.1 Compliant Tenders

Only those Tenderers who have: -

- a. submitted compliant Tenders pursuant to paragraph 5.4 below, and
- b. declared by way of e-ESPD 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

satisfied each Stage of the selection criteria in this competition, will be progressed and be evaluated at the subsequent Stage. 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 4.2 below, it must ensure that for each such entity:

In respect of each Core Discipline, as applicable, must complete and submit a separate eESPD in respect of each such entity, and

- (i) 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.

4.2 Stage 1 Selection Criteria

Fig 4.2.1

Minimum Qualification Criteria					
Financial and Economical Standing	<p>Pass / Fail</p> <p>Pass requirement:</p> <p>Confirmation that the lead applicant party turnover exceeded €3.5m during each of the last three years.</p> <p>Evidence will be required on request.</p> <p>NOTE #1: In the case of an Applicant (i.e. Lead Consultant) being a grouping, this condition may be satisfied by the group members as a whole whereby the Lead Applicant can provide 80% of the required turnover allowing the remaining 20% be fulfilled by the group applicants, or whereby full reliance on the lead Applicant.</p> <p>NOTE #2: In the case of firms more recently established evidence of pro-rata turnover will suffice – however the firm must have been in existence for at least 6 months.</p>				
Insurances	<p>Pass / Fail</p> <p>Applicants are required to provide written confirmation from their insurance broker in the form of the template provided in <i>Appendix 1 Applicant Submission Document</i>, Appendix D, that the levels of insurance set out in Appendix 9 Schedule of Insurances are in place or can provide those levels if necessary.</p> <p>Each Core Discipline must separately satisfy this requirement.</p>				
Manpower	<p>Pass / Fail</p> <p>Applicants must demonstrate availability of appropriate personnel and resources. This is a minimum requirement to remain eligible in the competition.</p> <p>Applicants must demonstrate access to the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person however the minimum resource requirements must be achieved.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Urban Design & Architecture Professional Grade/Skill Set</th> <th style="text-align: center;">Min Resource</th> </tr> </thead> <tbody> <tr> <td> <p>Principal Urban Designer with:</p> <ul style="list-style-type: none"> • a relevant degree with a strong preference for a qualification in Urban Design and Listed on the Register of Architects of the Royal Institute of Architects of Ireland or a member of the Royal Institute of British Architects (or equivalent) and • A minimum of 15 years’ post qualification experience on projects similar in nature, scale and complexity, in particular large scale, urban design led projects </td> <td style="text-align: center; vertical-align: middle;">2</td> </tr> </tbody> </table>	Urban Design & Architecture Professional Grade/Skill Set	Min Resource	<p>Principal Urban Designer with:</p> <ul style="list-style-type: none"> • a relevant degree with a strong preference for a qualification in Urban Design and Listed on the Register of Architects of the Royal Institute of Architects of Ireland or a member of the Royal Institute of British Architects (or equivalent) and • A minimum of 15 years’ post qualification experience on projects similar in nature, scale and complexity, in particular large scale, urban design led projects 	2
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	<p>Principal Architect</p> <ul style="list-style-type: none"> • a relevant degree and Listed on the Register of Architects of the Royal Institute of Architects of Ireland or a member of the Royal Institute of British Architects (or equivalent) and • A minimum of 15 years' post qualification experience on projects similar in nature, scale and complexity 	2														
	<p>Senior Urban Designer/Architect with:</p> <ul style="list-style-type: none"> • A relevant degree and Listed on the Register of Architects of the Royal Institute of Architects of Ireland or a member of the Royal Institute of British Architects (or equivalent) • A minimum of 10 years' post qualification experience working on projects similar in nature scale and complexity 	2														
	<p>Architect/Urban Designer with:</p> <ul style="list-style-type: none"> • A relevant degree, and Listed on the Register of Architects of the Royal Institute of Architects of Ireland or a member of the Royal Institute of British Architects (or equivalent) • A minimum of 7 years' post qualification experience 	2														
	<p>Assistant Architect/Assistant Urban Designer with:</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 5 years' post qualification experience 	2														
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	<table border="1"> <thead> <tr> <th data-bbox="416 331 1267 439"> <u>Planning Consultancy</u> Professional Grade/Skill Set </th> <th data-bbox="1267 331 1442 439"> Min Resource </th> </tr> </thead> <tbody> <tr> <td data-bbox="416 439 1267 698"> Director of Planning with: <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification in planning, and • A minimum of 12 years' post qualification experience on projects similar in nature, scale and complexity </td> <td data-bbox="1267 439 1442 698">2</td> </tr> <tr> <td data-bbox="416 698 1267 882"> Senior Planner with: <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 10 years' post qualification experience working on projects similar in nature scale and complexity </td> <td data-bbox="1267 698 1442 882">2</td> </tr> <tr> <td data-bbox="416 882 1267 1032"> Planner with: <ul style="list-style-type: none"> • a relevant degree or equivalent professional qualification, and • A minimum of 7 years' post qualification experience </td> <td data-bbox="1267 882 1442 1032">2</td> </tr> <tr> <td data-bbox="416 1032 1267 1182"> Assistant Planner with: <ul style="list-style-type: none"> • a relevant degree or equivalent professional qualification, and • A minimum of 5 years' post qualification experience </td> <td data-bbox="1267 1032 1442 1182">2</td> </tr> <tr> <td data-bbox="416 1182 1267 1218"> Total Resource Requirement </td> <td data-bbox="1267 1182 1442 1218"> 8 </td> </tr> </tbody> </table>	<u>Planning Consultancy</u> Professional Grade/Skill Set	Min Resource	Director of Planning with: <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification in planning, and • A minimum of 12 years' post qualification experience on projects similar in nature, scale and complexity 	2	Senior Planner with: <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 10 years' post qualification experience working on projects similar in nature scale and complexity 	2	Planner with: <ul style="list-style-type: none"> • a relevant degree or equivalent professional qualification, and • A minimum of 7 years' post qualification experience 	2	Assistant Planner with: <ul style="list-style-type: none"> • a relevant degree or equivalent professional qualification, and • A minimum of 5 years' post qualification experience 	2	Total Resource Requirement	8
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Transport Engineer with: <ul style="list-style-type: none"> • a relevant degree or equivalent professional qualification, and • A minimum of 7 years' post qualification experience 	1												

	<p>Assistant Transport Engineer with:</p> <ul style="list-style-type: none"> • a relevant degree or equivalent professional qualification, and • A minimum of 5 years' post qualification experience <p>Total Resource Requirement</p>	<p>1</p> <p>6</p>
Declaration of undertaken similar projects of scale	<p>Pass/Fail</p> <p>Applicants are required to complete and sign this declaration set out within the Applicant Submission Document. This declaration is subject to verification by the LDA. Each Core Discipline must separately satisfy this requirement.</p>	
Health and Safety	<p>Pass/Fail</p> <p>Applicants are required to confirm with a declaration that they fully understand and comply with all of its statutory obligations under the following Irish legislation and corresponding EU legislation.</p> <ul style="list-style-type: none"> • Safety, Health, and Welfare at Work Act 2005 • Safety, Health, and Welfare at General Application Regulations (2007 to 2021) • Safety, Health, and Welfare at Work (Construction) Regulations (2013 to 2021) <p>Each Core Discipline must separately satisfy this requirement.</p>	
Quality Management	<p>Pass / Fail</p> <p>Applicants must provide proof and documentation of the company's Quality Management Statement as it relates to delivering this scope of work. Max 2 (two) x A4 pages.</p> <p>The Applicant's submission should include:</p> <ul style="list-style-type: none"> • Confirmation that the Applicant has a Quality Management System in place. The Applicant is to provide information on the measures it has in place to ensure quality measures are brought to the fore in the delivery of services, for example by way of a 3rd party certified system, or an equivalent in-house quality control process or system. Such certification can be included, in addition to the 2 (two) page limit. <p>The Applicant should note that full details of the company's Quality Management System are not required, and the page limit outlined in this section applies.</p> <p>Each Core Discipline must separately satisfy this requirement. (Note page limits in this Section apply per Core Discipline).</p>	

Tenderers will either pass OR fail each of the Selection Criteria in this part 4.2. A Tenderer who fails a selection criterion will be eliminated at that point and excluded from participating in this competition.

4.3 Stage 2 Selection Criteria

A minimum score of 40% of the points available must be achieved in respect of each criterion below.

Fig 4.3.1

Criterion	Weighting	Maximum Score	Minimum Score Required
1. Relevant Organisational Experience - Provision of Urban Design & Architectural Services	30%	3000	1200
<p>Provision of Urban Design & Architectural Services</p> <p>Tenderers must provide three (3) reference projects within the last seven (7) years that demonstrate their organisational experience in delivering significant urban design led services that are comparable in nature to those that are the subject matter of the Framework Agreement. This includes the delivery of large-scale regeneration and urban expansion projects where the emphasis is on unlocking delivery, infrastructure planning, high quality placemaking and deliverability.</p> <p>In doing so Tenderers must provide a total of three (3) reference projects that demonstrate organisational experience:</p> <ul style="list-style-type: none"> • Where at least two (2) of the reference projects relate to residential led mixed-use projects of greater than 500 residential units. • Where at least one (1) of the projects should include the delivery of infrastructure to unlock the delivery of housing/mix of uses. <p>The reference projects must be comparable to LDA land activation/strategic project projects and demonstrate successful delivery of services in the Team lead role of the Urban Designer/Architect.</p>			
2. Relevant Organisational Experience - Provision of Civil & Structural Engineering Services	15%	1500	600
<p>Provision of Civil & Structural Engineering Services</p> <p>Tenderers must provide two (2) reference projects within the last seven (7) years that demonstrate their organisational experience in delivering civil and structural engineering services that are comparable in nature to those that are the subject matter of the Framework Agreement.</p> <p>In doing so Tenderers must provide a total of two (2) reference projects demonstrate organisational experience:</p> <ul style="list-style-type: none"> • Where at least one (1) of the reference projects relate to residential led regeneration/urban expansion projects of greater than 500 residential units. • Where at least one (1) of the projects relate to the identification of the need for, design of and delivery of infrastructure to enable a large-scale development. <p>The reference projects must be comparable to LDA projects and demonstrate successful delivery of services in the Design Team role of Civil & Structural Engineer.</p>			
3. Relevant Organisational Experience - Provision of Town Planning	10%	1000	400

Provision of Planning Consultancy Services

Tenderers must provide two (2) reference projects within the last seven (7) years that demonstrate their organisational experience in contributing to significant regeneration/urban expansion or mixed-use schemes that are comparable in nature to those that are the subject matter of the Framework Agreement.

In doing so Tenderers must provide a total of two (2) reference projects that demonstrate organisational experience:

- Where at least one (1) of the reference projects relate to large residential led regeneration/urban expansion projects of greater than 500 residential units.
- Where at least one (1) of the reference projects relate to a project that was taken from inception through to planning deliver including but not limited to feasibility, masterplan, infrastructure delivery, planning consent etc.

The reference projects must be comparable to LDA projects and demonstrate successful delivery of services as part of the Design Team.

4. Relevant Organisational Experience – Traffic & Transport	15%	1500	600
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Provision of Traffic & Transport Services

Tenderers must provide two (2) reference projects within the last seven (7) years that demonstrate their organisational experience in contributing to significant regeneration/urban expansion or mixed-use schemes that are comparable in nature to those that are the subject matter of the Framework Agreement.

In doing so Tenderers must provide a total of two (2) reference projects that demonstrate organisational experience:

- Where at least one (1) of the reference projects relate to large residential led regeneration/urban expansion projects of greater than 500 residential units.
- Where at least one (1) of the reference projects relate to a project that was taken from inception through to planning deliver including but not limited to feasibility, masterplan, infrastructure delivery, planning consent etc.

The reference projects must be comparable to LDA projects and demonstrate successful delivery of services as part of the Design Team.

For criterion 1, 2, 3 and 4 above, note:

- The Project Experience Template at Appendix C of the Applicant Submission Document must be used for each Reference Project and must be limited to a maximum of two (2) A4 pages of text and one (1) A4 page of visuals per Reference Project.
- The following non-exhaustive factors will be considered in the evaluation of the reference projects:
Similarity and Relevance: Higher marks will be awarded where reference projects are similar to LDA projects that will be undertaken by the Land Activation Team in terms of nature, size, and complexity. This includes regeneration type projects with a range of challenges including protected structures, contamination, infrastructure deficits etc and urban expansion type projects which require a plan led approach and significant infrastructure provision.

Collaborative Delivery and examples of collaborative behaviours and successful initiatives that improved quality, programme, or cost efficiency.

Demonstrated capability in the effective management of the project value chain, including its services particulars, relevance and geographical context. A good understanding of the regulatory environment in which the Services under the Framework Agreement will be delivered is preferred.

5. Resources - Relevant Expertise and Experience of the Framework Agreement Team	20%	2000	800
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Resources - Relevant Expertise and Experience of the Framework Agreement Team

Tenderers must propose a framework specific team comprising of Urban Design and Architectural resources, Civil & Structural Engineering resources, Planning Consultancy resources and Traffic and Transport resources that they feel are adequate to meet the needs of the Contracting Authority as the relate to delivery of services under the framework agreement.

Tenderers shall provide the following:

- CVs of the proposed Framework Agreement team for the roles set out below;
 - Project Director – Urban Designer/Architect x 1
 - Principal Urban Designer/Architect x 2
 - Senior Urban Designer/Architect x 2
 - Architect/Urban Designer x 2
 - Project Director – Civil & Structural Engineer x 1
 - Principal Civil & Structural Engineer x 1
 - Senior Civil & Structural Engineer x 2
 - Civil & Structural Engineer x 2
 - Project Director – Planning x 1
 - Senior Planner x 2
 - Planner x 2
 - Project Director – Traffic & Transport x 1
 - Principal Engineer – Traffic & Transport x 2
 - Senior Engineer – Traffic & Transport x 1
 - Engineer – Traffic & Transport x 1

Each CV must follow the template provided at Appendix B of the Applicant Submission Document and be limited to a maximum of two (2) x A4 pages.

*Tenderers are required to complete **Appendix 7 Resource Allocation Schedule** indicating the personnel proposed for the roles.*

The evaluation will consider the overall strength, balance, and suitability of the proposed framework specific team, based on qualifications, skills, and relevant experience.

6. Methodology	10%	1000	400
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Methodology

A key part of the UDIP services on a project will be to develop a series of design and site masterplan layout options, feasibility testing and infrastructure requirements to determine the optimum approach for developing a site. Tenderers are required to outline their proposed approach for undertaking these services and ensuring sustainable, quality, cost-efficient scheme design solutions are brought to the fore.

A key part of the UDIP services on a project will also be ensuring a well-considered detailed urban design led masterplan and infrastructure plan that is fully co-ordinated across all design team disciplines. Tenderers are required to outline their proposed approach for undertaking these services and ensuring efficient collaboration and coordination throughout.

Page limit: Maximum of four (4) x A4 pages (including text, diagrams & illustrations).

Tenderers who fail to achieve the minimum qualifying thresholds will be eliminated from the competition and no further evaluation of their Tender will be carried out.

Scoring of the qualitative award criteria will be based on an assessment of the information provided by Tenderers and each response element will be awarded marks using the following scoring methodology.

4.5 Scoring Methodology

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to the LDA – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to the LDA – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to the LDA – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to the LDA – well supported.
40 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to the LDA - satisfactorily supported.
Less than 40% is unacceptable		

Scoring Methodology for Cost Assessment

Tenderers will not be evaluated on their daily rates for inclusion on the Framework Agreement however they must submit their maximum daily rates – (See Maximum Daily Rate Card) which will be applied throughout the duration of the Framework Agreement for any mini-competitions fee proposal.

Tenderers should note the Contracting Authority has set an UPPER LIMIT on the allowable Maximum Daily Rate Cards (Ceiling Rates) that can be tendered for each Professional Grade under each Lot.

4.5.1 Subject to paragraphs 5.1 (Important Notices) and 4.7 (Standstill Period) of this RFT, appointment to the Framework Agreement (as determined by paragraph 4.2 - 4.4 inclusive) will be conditional upon:

- a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Core Disciplines as applicable in accordance with paragraph 4.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) 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; and (ii) all or any of the supporting documents specified within the e-ESPD; and
- b) the evidence specified at paragraph 4.5.1(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 4.1(a) and (b) above.

4.6 Presentation of Proposals

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 5.10). Performance at presentations will NOT be evaluated.

4.7 Standstill Period

4.7.1 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) 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 (the "**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.

4.7.2 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.

4.8 Return of Signed Framework Agreements

4.8.1 The successful Tenderer(s) must sign and return the Framework Agreement(s) in duplicate to the Contracting Authority no later than seven (7) 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(s) is not binding on the

Contracting Authority until the Contracting Authority has signed the Framework Agreement.

- 4.8.2 Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 4.8.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer.

Part 5: Instructions to Tenderers

5.1 Important Notices

5.1.1 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.

5.1.2 This RFT does not constitute an offer or commitment to enter into a Framework Agreement.

The conclusion of a Framework Agreement does not guarantee the award of any Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written 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 or for the avoidance of doubt, any individual Lot any time prior to a formal written Call Off Contract being executed by or on behalf of the Contracting Authority.

Tenderers should note that the Contracting Authority shall not be under any obligation to purchase any minimum value of Services under the Framework Agreement

5.1.3 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.

5.1.4 In this clause 5.1.4, “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 5.6 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 .

5.2 Consortia

The Applicant can provide the role of any or all disciplines from within its own resources or by using Sub-Contractors. However, information in relation to all Sub-Contractors must be provided as requested in the RFT. Where an Applicant lists more than one entity for one of the disciplines listed above, the Applicant must identify the lead entity for that role set out within the Applicant Submission Document, Section 1.

The Contracting Authority will require the successful Tenderer to structure itself so that the following legal and organisational requirements are met:

- (a) the successful Tenderer (Lead Consultant) is the single point of contact that takes direct contractual responsibility for interfacing with the Contracting Authority in managing and delivering the contract, and
- (b) the legal obligations and liabilities of the successful Tenderer are borne by the Economic Operator(s) which satisfy the financial and economic requirements referred to in this RFT.
- (c) all Consortium Members must provide joint and several liability to the Contracting Authority for the performance and fulfilment of the terms of the Contract

If there is a change to the Applicant's Core Discipline Team, it must seek prior written approval for any change from the Contracting Authority by:

- (a) explaining in writing to the Contracting Authority the reasons for any change; and
- (b) providing full details of any proposed replacement (which will entail the completion of the relevant Applicant Submission Document questions (if applicable) and the score awarded must be equal to or higher than that attained by the Consortium Member/Other Entity/Sub-Contractor being replaced).

Applicants should note that, for any proposed change to their Applicant's Core Discipline Team to be considered by the Contracting Authority, it must be supported by robust reasoning, and any replacement must be assessed by the Contracting Authority as being at least equal, in all respects, to the team member being replaced. The decision on whether or not to allow a change in the Applicant's Team is a matter for the sole discretion of the Contracting Authority. For the avoidance of doubt the Applicants Team constitutes as the four (4) main Core Disciplines:

- Urban Design and Architectural led design services
- Civil & Structural Engineering with an emphasis on infrastructure planning, phasing and delivery
- Planning Consultancy Services to include the following where possible:
 - Housing Needs Analysis

- Socio-demographic analysis
- Planning Strategy Advice
- Traffic and Transport

5.3 Evaluating Specialist Disciplines (Sub-Consultants) at Mini-Competition Stage

At Mini-Competition stage, the Contracting Authority will require Framework Members to submit all relevant documentation that is necessary to assess the suitability and competence of each **Sub-Consultant**. This information will include the following:

Criteria	Description	Basis of Assessment
Manpower	Each Sub Consultant must demonstrate the availability of appropriate personnel and resources.	Pass/Fail
Health & Safety	Each Sub Consultant must confirm with a declaration that they fully understand and comply with all of its statutory obligations under the following Irish legislation and corresponding EU legislation: <ul style="list-style-type: none"> ● Safety, Health, and Welfare at Work Act 2005 ● Safety, Health, and Welfare at General Application Regulations (2007 to 2021) ● Safety, Health, and Welfare at Work (Construction) Regulations (2013 to 2021) 	Pass/Fail
Quality Management	Applicants must provide proof and documentation of the company's Quality Management Statement as it relates to delivering this scope of works. Max 2 (two) A4 pages. The Applicant's submission should include: <ul style="list-style-type: none"> ● Confirmation that the Applicant has a Quality Management System in place. The Applicant is to provide information on the measures it has in place to ensure quality measures are brought to the fore in the delivery of works, for example by way of a 3rd party certified system, or an equivalent in-house quality control process or system. Such certification can be included, in addition to the 2 (two) page limit. The Applicant should note that full details of the company's Quality Management System are not required, and the page limit outlined in this section applies.	Pass/ Fail
Previous Experience	Each Sub Consultant must provide a declaration that they have delivered a specific number of reference projects, with supporting documentation, that demonstrate the firms experience in delivering contracts that are comparable in nature, scale and scope to that which is the subject of the specific requirement sought by the Contracting Authority. The details relating to this requirement will be set out at Mini-Competition stage.	Pass/Fail

Tenderers should be aware that once a Sub-Consultant has fulfilled these requirements in any subsequent drawdown, there will be no need to resubmit the associated documentation. However, the Contracting Authority reserves the right to request confirmation from the Sub-Consultant that the conditions of their initial qualification remain valid.

At each Mini-Competition stage, the successful Tenderer will be required to notify the Contracting Authority of the name and contact details of all its Sub-Consultants proposed for involved in the delivery of the Project in question.

5.4 Compliant Tenders

5.4.1 If a Tenderer fails to comply in any respect with the requirements / Stage, they will not be progressed to the subsequent stages and 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:

- a. To complete and submit with their Tender an e-ESPD via etenders.
- b. To submit all documentation which this RFT requires to be submitted with their Tender.
- c. To follow the format of this RFT and respond to each element in the order as set out in this RFT.
- d. To conform to and comply with all instructions and requirements set out in this RFT.
- e. To submit the statement required under paragraph 5.6 below; and
- f. Not to alter or edit this RFT in any way.

5.4.2 Without prejudice to the generality of paragraph 5.4.1, failure to comply with paragraphs 5.8.1 or 5.8.2 below will render the Tender non-compliant and liable to be rejected. Failure to comply with paragraph 5.8.3 below will render the Tender non-compliant and it will be rejected.

5.5 Framework Agreement and Call Off Contract

5.5.1 Tenderers should note the terms and conditions of the Framework Agreement set out at Appendix 3 to this RFT.

5.5.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 3 to this RFT by signing the Tenderer's Statement at Appendix 2. Tenderers may not amend the Tenderer's Statement or the Framework Agreement templates.

- 5.5.3 The award of Call Off Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 3 to this RFT.
- 5.5.4 The LDA reserves the right to request sub-consultant to provide Collateral Warranties and/or Letters Of Reliance to the LDA and/or the lead consultant and supporting team to provide Collateral Warranties to potential purchasers and/or funders.

5.6 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 2, 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.

5.7 Consortia and Prime/Subcontractors

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 (Lead Consultant) 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, facsimile number 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, irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

5.8 Tender Submission Requirements

- 5.8.1 Tenders must be submitted via the electronic post box available on www.etenders.gov.ie. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) are liable to be rejected.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 5.8.2). Tenderers should consider the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post box.

In order to submit a document to the electronic post box, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

- 5.8.2 Tenders must be received not later than **16.00hrs on 12th June 2026** (the "**Tender Deadline**"). Tenders that are received late will be liable to be rejected.

- 5.8.3 Tenders must be submitted in English.
- 5.8.4 All Tenders submitted in soft copy must be compiled such that they can be read immediately using for example, PDF. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

5.9 Queries and Clarifications

- 5.9.1 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 **12.00hrs on 29th May 2026** 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.
- 5.9.2 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.
- 5.9.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 5.9.4 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.
- 5.9.5 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.

5.10 Tendering Costs

- 5.10.1 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.

5.11 Confidentiality

- 5.11.1 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.

5.12 Pricing

- 5.12.1 All Tenderers must complete the Pricing Schedule associated with this RFT set out in Appendix 8.
- 5.12.2 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.
- 5.12.3 Tenderers must confirm that the Rates quoted in the Tender will remain valid from the Tender Deadline until the expiration of the Term. The Professional Grade Daily Rates submitted in the Maximum Daily Rate Card of the Framework Agreement Lot are the ceiling rates that shall apply to all services drawn down by way of Mini-Competition and will remain in place for the duration of the Framework Agreement. For the avoidance of doubt, where a Framework Member breaches/exceeds the maximum ceiling rates submitted at Framework stage, that Framework Member is liable to be disqualified and eliminated from the Mini-Competition Evaluation process at contract call off stage.
- 5.12.4 Any currency variations occurring over the term of the Framework Agreement shall be borne by the Tenderer.
- 5.12.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Framework Agreement at Appendix 3 to this RFT.

5.13 Environmental, Social and Labour law

- 5.13.1 In the performance of any 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.
- 5.13.2 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.
- 5.13.3 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.

5.14 Publicity

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

5.15 Registerable 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 entered into by a Tenderer.

5.16 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.

5.17 Industry Terms used in this RFT

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.

5.18 Freedom of information

5.18.1 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.

5.18.2 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.

5.19 Tax Clearance

It will be a condition of any Framework Agreement 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.

5.20 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. 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. 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 entered into by a Tenderer.

5.21 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.

5.22 Foreign Financial Contributions

NOT APPLICABLE

5.23 Insurance

- 5.23.1 The successful Tenderer(s) shall be required to hold for the term of any Call Off Contract insurances of the type and to the minimum level specified in the Call Off Contract as set out in **Appendix 9 Schedule of Insurances**.

The Contracting Authority reserves the right to increase the minimum level of Professional Indemnity insurance for projects to €10,000,000 any one occurrence. Specific details and requirements will be set out by the Contracting Authority in each Mini-Competition/SRFT on a case-by-case basis.

Tenderers should note that they are not obliged to have insurances in place in order to enter into a Framework Agreement with the Contracting Authority. The types of and levels of insurance required are not typically likely to exceed the following insurances, however,

contracts of particularly high value or deemed to be of particularly high risk may require higher insurance limits than those set out below at Appendix 9 Schedule of Insurances.

5.23.2 By signing the Tenderer's Statement at Appendix 2, Tenderers confirm that, if awarded a Call Off Contract under this competition, (i) they will, from the effective date of the Call Off Contract obtain and hold the types and levels of insurance as specified at Appendix 9 Schedule of Insurances, (ii) the territorial limits and jurisdiction of its insurance policies include the Republic of 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 Call Off Contract.

5.23.3 The successful Tenderer will, during the term of the Framework Agreement, 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.

Appendix 1: Applicant Submission Document

Please refer to the separately attached, *Appendix 1 Applicant Submission Document*.

Appendix 2: Tenderer's 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 Land Development Agency

RE: Request for Tenders for the provision of establishing a Multi Party Framework Agreement for Urban Design & Infrastructure Planning Services (UDIP)

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 agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Part 3 to the RFT.
2. We accept all of the Terms and Conditions of the RFT and the Framework Agreement and agree, if awarded a Call Off Contract, to execute the Call Off Contract as set out in the Framework Agreement.
3. We accept all the Selection and Award Criteria as set out in Part 4 of the RFT.
4. We agree to supply 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 5 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, specified at paragraph 5.12.3 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 5.23.1 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).

Appendix 3: Framework Agreement

Please refer to the separately attached, *Appendix 3 Framework Agreement*.

Appendix 4: Appointments

Please refer to the separately attached, *Appendix 4*.

Appendix 5: Data Protection Agreement

Please refer to the separately attached, *Appendix 5 Data Protection Agreement*.

Appendix 6: Scope of Services

Please refer to the separately attached, *Appendix 6 Scope of Services*.

Appendix 7: Resource Allocation Schedule

Please refer to the separately attached, *Appendix 7 Resource Allocation Schedule*.

Appendix 8: Pricing Document

Please refer to the separately attached, *Appendix 8 Pricing Document*.

Appendix 9 – Schedule of Insurances

Core Disciplines schedule of insurances

Core Disciplines	Minimum Insurance Level Required		
	Professional Indemnity*	Employer's Liability	Public Liability / Product Liability
Urban Design & Architecture	€6,500,000 any one claim	€13,000,000 any one occurrence	€6,500,000 any one occurrence
Civil & Structural Engineering	€6,500,000 any one claim	€13,000,000 any one occurrence	€6,500,000 any one occurrence
Planning Consultancy	€6,500,000 Any one claim	€13,000,000 Any one occurrence	€6,500,000 Any one occurrence
Traffic & Transport	€6,500,000 any one claim	€13,000,000 any one occurrence	€6,500,000 any one occurrence