

REQUEST FOR TENDERS

**for the provision of a Multi-Supplier Framework Agreement for Technical Consultancy Services for Commercial and Residential Sites
 for the Land Development Agency**

Tender Publication Date	Monday, 18th May 2026
Tender Query Deadline	Monday, 15th June 2026 at 12noon
Tender Submission Deadline	Monday, 22nd June 2026 at 12noon
Term	2 years plus 2 x 12-month extensions
Estimated Value (including extensions)	€2,535,000
Subject to European Union (Award of Public Authority Contracts) Regulations 2016?	Yes - Option A (see Section 4.1.1) <input checked="" type="checkbox"/>
Tender Validity Period	6 months

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1. INTRODUCTION

- 1.1 The Land Development Agency (“**LDA**”) invites tenders (“**Tenders**”) in response to this Request for Tenders (“**RFT**”) from economic operators (“**Tenderers**”) for the provision of the services as described in Schedule 1 to this RFT (the “**Services**”).
- 1.2 The LDA is the State’s affordable housing delivery body, established under the Land Development Agency Act 2021 (as amended). It delivers affordable homes on State-owned or acquired land and through homebuilder partnerships as part of its Project Tosaigh initiative. The Land Development Agency’s purpose is to maximise the supply of affordable homes on State and other land in a financially sustainable manner, supporting the creation of thriving communities and delivering ongoing positive social impact. The Agency is guided by the values of Integrity, Collaboration, Sustainability, Innovation & Delivery.
- 1.3 Further information on the LDA can be found on www.lda.ie.
- 1.4 The LDA reserves the right to update or alter any information contained in this RFT at any time.

2. eTENDERS

- 2.1. The LDA is utilising an electronic tendering system to manage this tender competition and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the LDA, including the submission of Tenders will be conducted solely via the eTenders website.

3. IMPORTANT NOTICE

- 3.1 This RFT includes the attached schedules and all supporting and supplemental information.
- 3.2 The LDA has taken reasonable care to ensure that the information provided in this RFT is accurate in all material respects. However, Tenderers’ attention is drawn to the fact that no representation, warranty or undertaking is given by the LDA in respect of the information provided in this RFT.
- 3.3 The LDA does not accept any responsibility for the accuracy or completeness of the information provided and shall not be liable for any loss or damage arising directly or indirectly as a result of reliance on this RFT or any communication made by the LDA in connection with this RFT.
- 3.4 Any Tenderer making a decision to submit a Tender for the purpose of entering into a contractual relationship with the LDA on the basis of the information provided in this RFT should make their own investigations and form their own opinion of the LDA and of the contract opportunity. The attention of Tenderers is drawn to the fact that, by issuing this RFT, the LDA is in no way committed to awarding any contract.
- 3.5 This RFT does not constitute an offer or commitment to enter into a contract. No contractual rights in relation to the LDA will exist unless and until a formal written contract has been executed by or on behalf of the LDA and any conditions precedent to the effectiveness of such documents have been fulfilled.
- 3.6 The LDA does not bind itself to accept the lowest priced or any Tender.
- 3.7 Any notification of preferred bidder status by the LDA shall not give rise to any enforceable rights by the Tenderer.
- 3.8 The LDA may cancel this tender competition (the “**Competition**”) at any time prior to a formal written contract being awarded by or on behalf of the LDA.
- 3.9 The award of a contract does not confer exclusivity on the successful Tenderer.

- 3.10** This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the LDA and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.
- 3.11** The LDA 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 Section 9.6 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 LDA, the evaluation group responsible for the evaluation of Tenders (the “**Evaluation Group**”) 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 LDA for the purposes of its participation in this Competition.

“**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.

4. THIS COMPETITION

- 4.1** Tenderers should note the following provisions, based on the selection of the relevant Option on the front of this RFT:
- 4.1.1 **Option A** - where the LDA has indicated on the face of this RFT that Option A applies, this Competition is being conducted under the open procedure in accordance with Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “**Regulations**”);
 - 4.1.2 **Option B** - where the LDA has indicated on the face of this RFT that Option B applies, the LDA has determined that the estimated value of this Competition is below the relevant threshold specified in the Regulations;
 - 4.1.3 **Option C** - where the LDA has indicated on the face of this RFT that Option C applies, the LDA has determined that this Competition is exempt from the application of the Regulations; and/or
 - 4.1.4 **Option D** - where the LDA has indicated on the face of this RFT that Option D applies, the LDA is conducting this Competition in accordance with Article 74 of Directive 2014/24/EU as implemented in Ireland in Regulation 74 of the Regulations.
- 4.2** This Competition will be divided into three (3) lots (each a “Lot”) as described below. Each Lot will result in the establishment of a multi-supplier framework agreement.
- 4.3** Each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT for each Lot, subject at all times to the provisions of Sections 12.9 (Anti-Competitive Conduct) and 12.13 (Conflicts of Interest) of this RFT.
- 4.4** The contract, if awarded, shall be awarded to the Tenderers identified as having submitted the most economically advantageous tenders, determined using the award criteria specified in Schedule 4 (Award Criteria) of this RFT. The successful Tenderers shall be appointed to the Framework subject to the pre-conditions detailed in Section 11.6 (Letter to Successful Tenderer) of this RFT.
- 4.5** Any Services provided under the contract awarded to the successful Tenderers/Framework Members shall be

governed by the contract provided as part of this RFT in Schedule 9 (the “**Contract**”).

- 4.6** The Contract, if awarded, shall remain in place for a term equal to the period of time specified on the front of this RFT (the “**Term**”).
- 4.7** The LDA reserves the right to extend the Term for a period or periods of up to twelve (12) months with a maximum of two (2) such extensions on the same terms and conditions, subject to the LDA’s obligations at law.
- 4.8** The LDA estimates that the expenditure on the Services to be covered by the Contract may equal the Estimated Value as specified on the front of the RFT (excl. VAT) over the term and any possible extensions including those specified in Section 4.9. Tenderers must note that this figure is an estimate only based on current and future expected usage, and the LDA reserves the rights to modify the Contract as either permitted by Regulation 72 of the Regulations or, if the LDA has indicated that Option B or Option C applies, in a manner that would (if the Contract was subject to the Regulations) be permitted by Regulation 72.
- 4.9** The LDA notifies Tenderers that it reserves the right to rely upon Regulation 32(9) of the Regulations to negotiate with the successful Framework Member if it requires the repetition of services similar to those initially required by this RFT.
- 4.10** The LDA seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“**SMEs**”) in this Competition. SMEs that believe the scope of this competition is beyond the scope of its technical or business capacity are encouraged, subject to Section 12.1, to explore the possibilities of forming relationships with other SMEs or larger enterprises to participate in this Competition. Larger enterprises are also encouraged, subject to Section 12.1, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Contract that may result from this Competition.
- 4.11** The Framework Agreement is a multi-supplier framework. No guarantee of work is provided under this Framework. Call-Off Contracts may be awarded by the LDA in accordance with one or more of the following methods.

4.12 Direct Award

The LDA may award Call-Off Contracts to Framework Members appointed to the relevant Lot and/or Service Category. In determining the Framework Member to be selected, the LDA may have regard to:

- the nature, scale and complexity of the Services required;
- geographic capability and availability;
- the capacity and availability of the Framework Member;
- continuity requirements;
- any other relevant operational considerations, provided such considerations are applied in a fair, transparent and non-discriminatory manner.

4.13 Mini-Competition

The LDA may conduct a mini-competition between Framework Members appointed to the relevant Lot and/or Service Category.

Mini-Competitions may be used where:

- the requirement is project specific;
- additional competition is appropriate;
- the scope of services requires refinement;
- the requirement is of a higher value or complexity.

The LDA reserves the right to limit participation in mini-competitions to a number of Framework Members reasonably considered appropriate to the requirement, having regard to relevance, capacity, geographic suitability

and the need to ensure a proportionate and efficient process.

Such selection will be based on objective and proportionate criteria including service category capability, geographic coverage, capacity and relevance to the requirement.

4.13A Quotation Process

The LDA may seek and compare Quotations from one or more Framework Members appointed to the relevant Lot and/or Service Category.

The LDA reserves the right to determine:

- The number of Framework Members invited to quote;
- The Quotation format;
- The response timeframe; and
- The evaluation methodology,

having regard to the nature, value, complexity and urgency of the requirement and the need to ensure value for money.

Quotations may be assessed based on:

- price;
- methodology;
- programme;
- resource availability;
- relevant experience; and
- any other criteria relevant to the requirement.

The LDA reserves the right to seek quotations from as many Framework Members as it considers appropriate in the circumstances.

4.14 Indicative Use of Call-Off Methods

The LDA may adopt the following general approach when selecting call-off methods:

- **Direct Award** may typically be used for lower value or routine requirements (for example, up to approximately €15,000), particularly where the scope is clearly defined or urgent delivery is required;
- The LDA may seek and compare quotations from a number of Framework Members as a primary method of awarding Call-Off Contracts, particularly for low to medium value and routine requirements;
- **Mini-Competition** may typically be used for higher value or more complex requirements (for example, above €50,000), or where further competition is considered beneficial;
- The LDA reserves the right to depart from the above approach where appropriate, having regard to the nature, complexity and urgency of the requirement and the need to ensure value for money.

The LDA reserves the right to apply any call-off method, regardless of value, having regard to the nature, complexity and urgency of the requirement.

Value is not the sole determining factor and the LDA may consider other factors including technical complexity, risk and programme requirements.

4.15 Geographic Considerations

Tenderers are required to indicate their geographic delivery capability in Schedule 10.

At Call-Off stage:

The LDA will typically invite Framework Members who have demonstrated capability in the relevant geographic area.

The LDA reserves the right to invite Framework Members outside their stated regions where they can demonstrate the necessary capability and capacity.

4.16 General Provisions

The LDA reserves the right to:

- use one or a combination of the above call-off methods;
- determine the most appropriate method on a project-by-project basis;
- limit the number of Framework Members invited to mini-competition;
- bundle or separate service requirements across Lots and Service Categories;
- depart from the indicative approach set out above where appropriate.

No guarantee of work or minimum volume is provided to any Framework Member.

Where feasible and appropriate, the LDA may seek to ensure a reasonable distribution of opportunities across Framework Members.

The LDA may select an appropriate number of Framework Members for participation in any call-off process, having regard to the nature, value and complexity of the requirement and the need to ensure value for money.

5. SCOPE OF SERVICES

5.1 The Services

The Services are described in **Schedule 1** (The Services).

6. TUPE

NOT USED

7. SITE VISIT

NOT USED

8. TENDER QUERIES AND CLARIFICATIONS

- 8.1** Any queries (including any perceived ambiguity, discrepancy, error or omission) Tenderers may have in relation to this RFT must be directed to the messaging facility on www.etenders.gov.ie. For the avoidance of doubt, Tenderers may not contact the LDA via any method other than eTenders regarding any aspect of this Competition.
- 8.2** Queries will be accepted no later than the date specified on the cover page of this RFT.
- 8.3** All responses to queries will be issued by the LDA via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the LDA will not respond to individual Tenderers privately.

- 8.4** The LDA reserves the right to issue or seek written clarifications.
- 8.5** The LDA reserves the right at any time before the Tender Submission Deadline, to update or amend the information contained in this RFT and/or to extend the Tender Submission Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 8.6** 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.
- 8.7** Once Tenderers have submitted their Tenders, they will be deemed to have fully read and understood the Tender (including the Contract) and to have raised any relevant queries and received all necessary clarifications prior to submitting their Tenders.

9. SUBMISSION REQUIREMENTS

9.1 Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document (“**eESPD**”). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:
- (i) the information contained in it continues to be correct; and
 - (ii) that they satisfy the selection criteria for this Competition as set out at Schedule 3;
- (b) To submit all documentation required under this RFT including:
- the completed electronic European Single Procurement Document (eESPD);
 - the completed Tender Response Document (TRD) at Schedule 7;
 - the completed separate Pricing Schedule(s) at Schedule 5;
 - the completed and signed Tenderer’s Statement at Schedule 6;
 - the completed Regional Coverage and Delivery Capability Schedule at Schedule 10;
 - all information relating to insurance requirements as required under this RFT;
 - details of any subcontractors and/or entities relied upon (where applicable); and
 - any other information or documentation required under this RFT.

Where applying for multiple Service Categories, Tenderers must submit a separate Tender Response Document and separate Pricing Schedule for each Service Category applied for.

- (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 Section 9.7 below (Tenderers’ Statement); and
- (f) Not to alter or edit this RFT in any way.

9.2 Submission of Tenders

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

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

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file

uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Submission Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Submission Deadline.

9.3 Late Tenders

Tenders must be received by the Tender Submission Deadline (as defined on the cover page of this RFT). Tenders that are received late may not be considered in this Competition, subject to the provisions of Section 9.5 of this RFT.

9.4 Tenderers To Retain Own Copy

Tenderers should ensure they retain a full copy of their Tender.

9.5 Compliant Tenders and Healthy Procurement Process

If a Tenderer fails to comply in any respect with the requirements of this RFT, the LDA 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;
- waiving a requirement, which in the LDA’s view, is non-material or procedural.

Without prejudice to the generality of Section 9.1 and Section 9.5 above, failure to comply with Sections 9.2 or 9.9 will render the Tender non-compliant and it will be rejected.

The LDA reserves the right, in its sole and absolute discretion, to take any such steps as it considers necessary, desirable or appropriate to maintain healthy competition throughout the Competition.

9.6 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 Schedule 6. The LDA must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the LDA cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers must not amend the Tenderer’s Statement in a manner that is not otherwise explicitly permitted by the Tenderer’s Statement.

9.7 Pricing

All Tenderers must complete the Pricing Schedule at Schedule 5 including any separate Pricing Schedule issued with this RFT.

All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

Tenderers must confirm that all prices quoted in the Tender will remain valid for the period specified at the front of this RFT, commencing from the Tender Submission Deadline (the “**Tender Validity Period**”).

If, in the LDA’s opinion, it considers a tender to be abnormally low (or any tendered amount, including any rate specified in the Pricing Schedule, appears to the LDA to be abnormally low or abnormally high), the LDA may require the relevant Tenderer to provide details of the tendered amounts and justify these figures. The LDA may reject a Tender containing costs that it considers to be abnormally low or abnormally high, and such Tender will not form part of the evaluation process.

Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.

Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the terms of

the Contract.

No adjustment to rates shall apply automatically. Any proposed adjustment must be justified and will be subject to review and approval by the LDA, having regard to relevant market conditions.

9.8 English Language

The Tender and all related correspondence must be in the English language. Where any original document which forms part of a Tender is not in English, Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

9.9 Word Count/Page Number Limit

Where this tender specifies a particular word count and/or page number limit and a Tenderer exceeds that limit, the LDA will not give any consideration to that element of the Tender which exceeds the specified word count/page number limit. If a Tenderer is unclear on the application of a word count or page number limit it must raise a query prior to the Query Deadline on eTenders.

10. SELECTION AND AWARD CRITERIA

10.1 Compliant Tenders

Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to Section 9.1 and Section 9.5 above;
- (b) Declared by way of eESPD that either (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them; or (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations) that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any relevant exclusion ground, and;
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in Schedule 3 (the "Selection Criteria"),

will be evaluated in accordance with the Award Criteria as set out in Schedule 4 to this RFT.

Please note that the LDA reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

The LDA reserves the right to run a compliance check prior to the evaluation of Tenderers to confirm the Tenderer's compliance with the requirements of this RFT (including the provision of all the information and documentation required) and subject to section 9.5, may reject a Tender as non-compliant where this information is not provided or alternatively not provided in the requested format. For the avoidance of doubt, completion of this compliance check and progression to evaluation does not constitute any form of waiver of the LDA's rights under this RFT to raise subsequent non-compliance.

Further information relating to the eESPD is set out for Tenderers at Schedule 2 to this RFT.

Tenderers should note that where a Lead Tenderer (as defined in Section 12.1) is **relying on the capacity of a Sub-Contractor** for the purposes of fulfilling any of the Selection Criteria it must:

- (i) complete and submit a separate eESPD in respect of each Sub-Contractor; and
- (ii) when requested by the LDA, submit proof, to the satisfaction of the LDA, that each such entity will place the necessary resources at the disposal of the Lead Tenderer.

Where a Lead Tenderer intends to subcontract any share of the Contract to a Sub-Contractor **but is not relying** on the capacity of such Sub-Contractor **for the purposes of fulfilling any of the Selection Criteria**, it must submit a separate

eESPD in respect of such Sub-Contractor completing those sections of the eESPD which are specified in Section 2.D of the eESPD for this Competition.

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

However, notwithstanding anything to the contrary in this Section 10, the LDA reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Lead Tenderer, any other entity or Sub-Contractor):

- (i) a Declaration in the form attached at Schedule 8;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Lead Tenderer, any entity relied upon and any Sub-Contractor on whose capacity the Lead Tenderer relies, all or any of the supporting documents specified at Schedule 3;
- (iv) information concerning the Tenderer, any proposed sub-contractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

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

then it shall be excluded from further participation in this Competition.

In respect of any **Sub-Contractor on whose capacity the Lead Tenderer relies**, if a Tenderer does not, upon request by the LDA, provide evidence which is considered by the LDA as sufficient to demonstrate:

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

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

10.2 Selection Criteria

Tenderers will be assessed on a pass/fail basis against the Selection Criteria as detailed in Schedule 3 (Selection Criteria). In the event that a Tenderer achieves a fail in one or more Selection Criteria, the Tenderer will be excluded from participating in this Competition.

10.3 Award Criteria and Evaluation

Tenders will be evaluated as set out in Schedule 4 (Award Criteria).

11. AWARD OF CONTRACT

11.1 Tenderer Evaluation

The evaluation methodology and award criteria are set out in Schedule 4 (Award Criteria). It is anticipated that the Tenderers who submit the most economically advantageous tenders will be appointed to the Framework.

11.2 Clarification of Tenders

To assist in the examination and assessment of Tenders, the LDA may ask Tenderers to clarify their Tenders in writing. The LDA reserves the right to exercise its powers in accordance with Regulation 56(4) of the Regulations and its rights under Section 9.5 of this RFT.

11.3 Interviews / System Demonstrations

Following receipt of Tenders, the LDA may arrange interviews with one or more Tenderers at a location to be advised by the LDA or remotely, in order to clarify or demonstrate the credibility of its Tender. Tenderers should draw no conclusion from this, as some Tenders may require clarification and others may not. No new information may be submitted during an interview and no marks will be awarded as a consequence of an interview, but marks may be deducted based on information provided during an interview if it contradicts a response to the Award Criterion.

11.4 Notification

The LDA shall notify all Tenderers of the outcome of the Competition.

Tenderers should note that the LDA may, when notifying Tenderers of the results of the Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the successful Tenderer in respect of each award criterion assessed by the LDA.

11.5 Standstill Period

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (as amended) apply, no contract can or will take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent by electronic means a notice informing them of the results of this Competition (the "**Standstill Period**") if such a notice is sent by electronic means.

Where Option B or Option C applies (and in all other circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (as amended) do not apply), the LDA reserves the right to either (i) enter into a contract immediately after the Tenderers have been sent by electronic means a notice informing them of the results of this Competition or (ii) provide a voluntary standstill period (of a duration specified in the notice informing Tenderers of the result of the Competition).

11.6 Letter to the Successful Tenderer

The notification that issues to the successful Tenderer will require the successful Tenderer as a pre-condition to awarding the Contract to:

- (a) Produce for inspection by the LDA evidence of tax compliance issued by the Revenue Commissioners of Ireland, including the Tax Clearance Access Number and Tax Reference Number;
- (b) Produce evidence of insurance as described in Section 12.15;
- (c) Produce a statement that no potential or actual conflicts of interest exist save as disclosed in accordance with Section 12.13; and
- (d) Produce evidence to substantiate the declaration provided in Section "α: Global Indication for all Selection

Criteria” of the ESPD.

If the successful Tenderer does not submit the documents as required within the time specified within the letter to the successful Tenderer, the LDA may take such steps as are considered appropriate, including but not limited to:

- (a) Entering into the Contract with the successful Tenderer even though the required documents have not yet been provided;
- (b) Allowing the successful Tenderer additional time to provide the required documents; or
- (c) Proceeding to initiate award of the Contract to the Tenderer who submitted the next most economically advantageous Tender, seriatim, and seek to conclude a contract with that Tenderer.

11.7 Contract Award

Subject to compliance with all applicable pre-conditions, the LDA may create the Contract by executing a Contract based on the form provided in Schedule 9 of this RFT (subject to any Standstill Period which may be required by law).

12. GENERAL INFORMATION

12.1 Consortia

- (a) If a Tenderer is forming a consortium for the purposes of submitting a Tender, they must identify the consortium members and confirm that all members will be jointly and severally liable for the provision of the Services.
- (b) If forming a consortium, a lead must be identified in the Tender (the “**Lead Tenderer**”) who will be responsible for all communications and co-ordination of the Services.
- (c) Tenderers must clearly identify in their Tender which consortium member is performing which element of the Services and explain the consortium member’s capability and experience as the context of the specific criterion requires.
- (d) Prior to and as a condition of award of any Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Contract (the “**Lead Contractor**”), irrespective of whether or not tasks are to be performed by a Sub-Contractor or other consortium member.
- (e) A consortium will not be required to convert into a specific legal form in order to submit a Tender. The LDA reserves the right, amongst other solutions, to require that the Contract be entered into with each member of the consortium on the basis of joint and several liability or to contract with one member of the consortium as the Lead Contractor to whom the other consortium members will be sub-contractors.

12.2 Sub-contracting

Where a Tenderer comprises a Lead Contractor (who will execute the Contract) and a number of Sub-Contractors or other consortium members, such Sub-Contractor(s) may be required to enter into a collateral agreement with the LDA (in a form approved by the LDA) and the contract award may be conditional upon the provision of such collateral agreements. The LDA reserves the right to approve the sub- contract(s) and will expect that the relevant terms of the Contract between the LDA and the Lead Contractor will be reflected in such sub-contract(s) insofar as they apply to the relevant Sub-Contractor.

Irrespective of any sub-contracting arrangements, the Lead Contractor shall be the contracting party under the Contract and is liable for the delivery of all Services awarded pursuant to the Contract.

12.3 Reliance on Resources

If a Tenderer is relying on the resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company’s resources), for the purpose of fulfilling any of the Selection Criteria detailed in Schedule 3 (Selection Criteria), it must establish to the LDA’s satisfaction that it has available to it the resources of those entities or undertakings which are necessary for the performance of the Contract. (For example, a letter from such other entity confirming that it will provide the necessary support and will execute a contractual commitment to that effect if required by the LDA to do so). If sufficient evidence is not provided, the Tenderer will be evaluated based on its own financial and economic standing and technical capability.

Where an entity is relied upon with regard to education or professional qualifications, or with regard to professional experience, the Tenderer must demonstrate that the entity relied upon will be involved in the performance of the Services for which these capacities are required.

Such entity or undertaking on whose resources any Tenderer, relies for the purposes of qualification will be required to provide an appropriate guarantee or other security evidencing such support at contract award stage (unless otherwise approved by the LDA). The LDA reserves the right to require any other form(s) of financial or other support to be procured.

12.4 Tendering Costs

Tenderers shall bear all costs and expenses associated with participating in the Competition, including but not limited to the preparation, submission and clarification of their tenders and no recovery of any costs from the LDA will be entertained. The LDA, their officers, employees or advisors will not be responsible and/or liable in any way for any costs, expenses, or losses which may be incurred by the Tenderer in connection with its participation in the Competition regardless of the conduct or outcome of the Competition.

12.5 Confidential Information

All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the LDA 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 LDA;
- (c) shall be treated as confidential by the Tenderer and by any third parties (including sub-contractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the LDA upon cancellation or completion of this Competition if so requested by the LDA.

12.6 Environmental, Social and Labour Law

- (e) In the performance of any contract awarded, the successful Tenderer and their sub-contractors (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 the international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU. The successful Tenderer shall be responsible for compliance with all of the statutory requirements of an employer and, without prejudice to the generality of the foregoing, shall remain solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by it for the purposes of providing the Services.
- (f) 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 LDA 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 LDA 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.

12.7 Publicity

No publicity regarding this Competition or any Contract pursuant to this Competition is permitted unless and until the LDA has given its prior written consent to the relevant communication.

Tenderers must treat all communications with the LDA as confidential.

Any breach of this Section 12.7 by a Tenderer will result in their Tender being considered non-compliant, subject to the LDA’s rights in Section 9.5.

The LDA may, notwithstanding any provision to the contrary in this RFT, publicise or otherwise disclose, to any third party, information regarding the Contract, the identity of Tenderers (including details of their respective members), the Competition, the award of the Contract or any Services awarded pursuant to the Contract (including, without limitation, details of costs) at any time.

12.8 Registrable Interest

Any Registrable Interest involving any Tenderer, Sub-Contractor, consortium member and the LDA, members of the Government, members of the Oireachtas, or employees and officers of the LDA 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, Sub-Contractor or consortium member after the submission of a Tender, must be communicated to the LDA immediately upon such information becoming known to the Tenderer, Sub-Contractor or consortium member.

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.gov.ie. The LDA 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 contract entered into with an economic operator.

12.9 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.

12.10 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.

12.11 Freedom of Information

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.

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 LDA will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The LDA 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.

12.12 Tax Clearance

It will be a condition of any Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Contract 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 LDA. By supplying these numbers as part of the letter to the successful Tenderer, the successful Tenderer acknowledges and agrees that the LDA has the permission of the successful Tenderer to verify its tax cleared position online.

12.13 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Sub-Contractor or individual employee(s) or agent(s) of a Tenderer or Sub-Contractor(s) must be fully disclosed to the LDA as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the LDA may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the LDA may seek further information to confirm the Tenders have been prepared independently. The LDA 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 Contract entered into by a Tenderer.

12.14 Withdrawal from this Competition

Tenderers are required to notify the LDA immediately via the eTenders website, if at any stage they decide to withdraw from this Competition.

12.15 Insurance

The successful Tenderer shall be required to hold for the Term of the Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000 each and every claim
Public Liability	€6,500,000 each and every claim
Professional Indemnity	€1,300,000 each and every claim
Professional Indemnity (Fire Safety Services only (Lot 2))	€2,600,000 each and every claim
	The Contracting Authority has been advised that the market is currently dictating cover in the aggregate for fire safety consultancy services. The Contracting Authority will permit cover to be provided based on claims in the aggregate for a period of up to 12 months from date of this document, however, this will be subject to ongoing Contracting Authority review and will require for the fire consultant to comply with cover based on each and every claim or as the market dictates based on independent insurance advice obtained by the Contracting Authority.

By signing the Tenderer's Statement at Schedule 6, Tenderers confirm that, if awarded a Contract under this Competition:

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

The successful Tenderer will, during the term of any Contract be required to:

- (a) Immediately advise the LDA of any material adverse change to its insured status;
- (b) Produce proof of current premiums paid upon request; and
- (c) Produce valid certificates of insurance upon request.

The Contracting Authority reserves the right to increase the minimum level of Professional Indemnity insurance in each Mini-Competition on a case-by-case basis.

12.16 Addendum to RFT Documents

The LDA will notify Tenderers of its intention to amend the RFT or to clarify any aspect of the RFT by issuing a notice on www.etenders.gov.ie. Such notice shall provide details of the amendments or clarifications and may require the Tenderer to contact the LDA for further information. The LDA shall issue a written notice on www.etenders.gov.ie giving full details of such amendments or clarifications. Such notices shall form part of the RFT and may subsequently be incorporated into and form a part of the Contract. Each Tenderer is responsible for reviewing www.etenders.gov.ie for updates and notices in connection with the RFT.

12.17 Governing Law and Jurisdiction

This RFT and the Contract shall be governed by and construed in accordance with Irish law and will be subject to the exclusive jurisdiction of the courts of Ireland. Should there be any conflict between the terms of this RFT and any applicable laws and regulations, the latter will prevail.

SCHEDULE 1

THE SERVICES

1. Background

The Land Development Agency (“LDA”) is the State’s affordable housing delivery body, responsible for delivering residential development on State-owned and other lands, including mixed-use and commercial development where appropriate.

The LDA is progressing a national portfolio of projects which includes:

- New build residential developments
- National Asset Residential Property Services (NARPS) residential portfolio
- Mixed-use schemes incorporating commercial and community uses
- Refurbishment and regeneration of existing assets
- Planned maintenance programming and lifecycle planning
- Retrofit and sustainability upgrade programmes
- Fire safety and building defect remediation works
- Strategic site assessments and feasibility studies

The scale, complexity and geographic spread of the LDA’s portfolio requires access to a broad range of technical consultancy services across multiple disciplines.

Accordingly, the LDA is seeking to establish a multi-supplier framework agreement to provide flexible, scalable and responsive access to professional consultancy services to support the delivery of its development and asset management programmes nationwide.

The Services may be required across all stages of project delivery, including feasibility, design, procurement, construction and post-completion.

2. Scope of Services

The LDA will establish and manage its own supply chain, including but not limited to letting agents, property management agents and maintenance contractors.

Framework Members will be required to provide advisory, coordination and technical support services and shall work collaboratively with LDA-appointed parties.

Framework Members shall not be responsible for procuring works or services on behalf of the LDA. Their role is advisory, coordination and technical support only.

Lot 1 – General Multi-Disciplinary Consultancy Services

Tenderers may apply for a maximum of three (3) Service Categories per Lot.

The limitation on the number of Service Categories is intended to:

- encourage broad market participation;

- support SME inclusion;
- maintain competition across Service Categories; and
- ensure appropriate delivery capacity and focus within each Service Category.

The LDA reserves the right to assess the operational capacity and capability of Tenderers in respect of the Service Categories applied for.

A separate Tender Response Document and Pricing Schedule must be submitted for each Service Category applied for.

Service Category 1 – Building Surveying

The Framework Member shall provide residential and commercial building surveying services.

Services include:

- Snagging inspections of residential units, common areas, building envelope and external works
- Preparation of snag lists and monitoring of de-snagging works
- Condition surveys and preparation of condition reports
- Preparation of schedules of condition for leasing and asset management purposes
- Pre-acquisition due-diligence surveys, including identification of structural, compliance and maintenance risks
- Review and verification of safety files, certificates and statutory documentation
- Defect inspections, diagnosis, reporting and remedial recommendations
- Stock condition surveys across portfolios, including data capture and reporting and analysis
- Development of preventative planned maintenance (PPM) schedules
- Preparation of measured surveys, floor plans and elevations (CAD or BIM outputs as required)
- Lifecycle costing and capital investment forecasting
- Reinstatement insurance valuations
- Contract administration, inspections and certification where required
- Preparation of schedules of dilapidations for leasing purposes.
- Commercial fit out review and monitoring including site inspections, progress monitoring and design team coordination and final approvals.
- Health and safety audits and compliance reviews
- Operational health and safety advice
- Provision of general building surveying advice
- Desktop technical reviews and assessments
- Attendance at meetings, site inspections and stakeholder consultations
- Technical reports or briefing notes requested by the Contracting Authority
- Other building surveying services reasonably aligned with the above scope and competence of the discipline

Service Category 2 – Architectural Services

The Framework Member shall provide architectural services.

Services include:

- Architectural design services for refurbishment, retrofit and upgrade projects
- Space planning and optimisation studies
- Design development and statutory compliance
- PSDP (Project Supervisor Design Process) services
- Coordination with other design disciplines
- Preparation of tender and construction documentation
- Support during procurement and construction stages
- Architectural advice and feasibility input
- Assigned certifier services (BCAR)
- Design certifier support
- Lodgement and management of BCMS submissions

- Desktop design reviews
- Attendance at site meetings and design workshops
- Other architectural services reasonably required on an ad hoc basis

Service Category 3 – Planning Services

The Framework Member shall provide planning services.

Services include:

- Pre-planning advice and feasibility studies
- Preparation and submission of planning applications
- Preparation of planning statements and supporting documentation
- Management of planning conditions and statutory approvals
- Advice on development plan compliance
- Liaison with planning authorities and statutory stakeholders
- Planning strategy advice
- Desktop reviews of planning risk
- Attendance at meetings or hearings
- Other planning consultancy services reasonably required to support the Authority's objectives

Service Category 4 – Landscape Architecture Services

The Framework Member shall provide landscape architecture services.

Services include:

- Landscape design proposals
- Site appraisal and landscape assessments
- Sustainable landscape and biodiversity strategies
- Hard and soft landscaping design
- Maintenance and management strategies
- Input into refurbishment and upgrade projects
- Landscape advice and concept development
- Desktop assessments and strategies
- Attendance at meetings and site reviews
- Other landscape services reasonably required on an ad hoc basis

Service Category 5 – Engineering Services (Civil & Structural)

The Framework Member shall provide engineering consultancy services.

Services include:

- Site surveys, investigations and reporting
- Advice and opinion reports regarding statutory and regulatory compliance
- Certification regarding statutory and regulatory compliance
- Drainage and external works assessments
- Foundation assessment
- Engineering design and technical advice
- Support for repair, remediation and upgrade works
- Technical input for defect diagnosis
- Technical advice and desktop reviews
- Attendance at meetings or inspections
- Structural condition assessments
- Other civil engineering services reasonably required on an ad hoc basis

Service Category 6 – Engineering Services (Mechanical & Electrical)

The Framework Member shall provide engineering consultancy services.
Services include:

- Site surveys, investigations and reporting
- Advice and opinion reports regarding statutory and regulatory compliance
- Certification regarding statutory and regulatory compliance
- Engineering design and technical advice
- Support for repair, remediation and upgrade works
- Technical input for defect diagnosis
- Technical advice and desktop reviews
- Attendance at meetings or inspections
- Building services system evaluations and condition assessments.
- Other engineering services reasonably required within competence

Service Category 7 - Project Management

The Framework Member shall provide project management consultancy services.
Services include:

- Project definition and programme development
- Procurement strategy and tender management
- Design team coordination
- Programme, cost and risk management
- Construction phase management
- Reporting and certification oversight
- General project advice
- Programme reviews and reporting
- Attendance at meetings and inspections
- PSCS (Project Supervisor Construction Stage) services
- Other project management services reasonably required on an ad hoc basis

Service Category 8 - Cost Management

The Framework Member shall provide cost management consultancy services.
Services include:

- Cost planning and budgeting
- Tender documentation and analysis
- Contract and financial management
- Valuations and cost reporting
- Final accounts and close-out support
- Cost advice and benchmarking
- Desktop reviews of project costs
- Attendance at meetings and negotiations
- Other quantity surveying services reasonably required on an ad hoc basis

Service Category 9 – Sustainability & Energy Services

The Framework Member shall provide sustainability and energy consultancy services.
Services include:

- Sustainability assessments and strategies
- Energy assessments and strategies
- Carbon foot printing and verification
- Regulatory compliance guidance

- Sustainability reporting
- Energy management and energy usage reporting
- Sustainability advice and strategy support
- Desktop reviews and assessments
- Attendance at workshops or meetings
- Other sustainability services reasonably required on an ad hoc basis

Service Category 10 – Commercial Property Advisory & Professional Services

The Framework Member shall provide commercial surveying consultancy services.
 Services include:

- RICS Red Book compliant valuations
- Commercial rent reviews and negotiations
- Preparation of land registry compliant boundary and demise plans for leasing/ legal purposes.
- Commercial lease expiries, renewals and regears
- Professional representation and dispute resolution
- Commercial rates advice and appeals
- Commercial advisory services
- Desktop reviews and opinion reports
- Attendance at meetings, negotiations or hearings
- Other commercial property services reasonably required

Lot 2 - Fire Safety Consultancy Services

Lot 2 does not contain separate Service Categories.

Tenderers will be evaluated separately in respect of Lot 2.

The Framework Member shall provide specialist fire safety and compliance consultancy services.
 Services include:

- Fire safety strategies and technical assessments
- Material alteration assessments
- Fire certificate and statutory applications
- Fire risk assessments
- Fire strategy peer reviews
- External wall fire risk assessment
- Compliance reviews and mitigation advice
- Fire safety advice and opinion
- Remedial works specification
- Inspection and certification
- Desktop compliance reviews
- Attendance at inspections or meetings
- Other ad hoc fire engineering services reasonably required

Lot 3 – Specialist Consultancy Services

Tenderers may apply for a maximum of three (3) Service Categories per Lot.

The limitation on the number of Service Categories is intended to:

- encourage broad market participation;
- support SME inclusion;
- maintain competition across Service Categories; and

- ensure appropriate delivery capacity and focus within each Service Category.

The LDA reserves the right to assess the operational capacity and capability of Tenderers in respect of the Service Categories applied for.

A separate Tender Response Document and Pricing Schedule must be submitted for each Service Category applied for.

Service Category 1 – Surveying & Diagnostic Technologies

The Framework Member shall provide specialist consultancy services to support technical, environmental and sustainability requirements.

Services include:

- Thermal imaging and building diagnostics
- Drone surveys and aerial inspections
- Façade inspections and performance testing
- Specialist survey advice
- Targeted inspections or testing
- Attendance at site or technical meetings
- Other related diagnostic services reasonably required

Service Category 2 – M&E Testing & Commissioning

The Framework Member shall provide specialist consultancy services to support technical, environmental and sustainability requirements.

Services include:

- Lift inspections and statutory compliance checks
- Indoor air quality and ventilation testing
- Overheating analysis
- Performance assessments and reporting
- Desktop reviews and technical advice
- Attendance at meetings or inspections
- Other specialist M&E testing services as required

Service Category 3 – Environmental & Ecological Consultancy

The Framework Member shall provide specialist consultancy services to support technical, environmental and sustainability requirements.

Services include:

- Ecological surveys and biodiversity assessments
- Flood resilience and adaptation planning
- Risk assessments and compliance reporting
- Environmental or ecological advice
- Desktop assessments and reviews
- Attendance at site visits or consultations
- Other related specialist services reasonably required

Service Category 4 – Asbestos Consultancy

The Framework Member shall provide specialist consultancy services to support technical, environmental and sustainability requirements.

Services include:

- Asbestos management and refurbishment surveys
- Air monitoring and laboratory analysis
- Risk assessments and compliance reporting
- Desktop assessments and reviews
- Attendance at site visits or consultations
- Other related specialist services reasonably required

Service Category 5 - Acoustic Consultancy

The Framework Member shall provide specialist consultancy services to support technical, environmental and sustainability requirements.

Services include:

- Noise assessments and monitoring
- Sound insulation and acoustic testing
- Compliance assessments and reporting
- Acoustic advice and opinion reports
- Desktop reviews
- Attendance at inspections or meetings
- Other acoustic services reasonably required

Service Category 6 – Energy & Retrofit Advisory

The Framework Member shall provide specialist consultancy services to support technical, environmental and sustainability requirements.

Services include:

- Energy audits and assessments
- BER assessments and certification
- Retrofit coordination and project management
- Grant and funding support and energy credit management
- Energy advice and feasibility reviews
- Desktop assessments
- Attendance at meetings or inspections
- Other energy-related services reasonably required

Service Category 7 – EV & Sustainable Transport Advisory

The Framework Member shall provide specialist consultancy services to support technical, environmental and sustainability requirements.

Services include:

- Advice on car sharing initiatives and operations
- EV infrastructure feasibility, design and advisory services
- Sustainable transport advice
- Desktop feasibility reviews
- Attendance at meetings or workshops
- Traffic impact assessments
- Parking strategies and modelling
- Other related advisory services as required

Service Category 8 – Metering & Data Systems

The Framework Member shall provide specialist consultancy services to support technical, environmental, operational and sustainability requirements.

Services may include:

- Technical advisory support relating to metering system installation and integration
- Energy usage monitoring and reporting
- Software platforms and data analytics
- Advisory support in relation to energy/services procurement to include energy/services mobilisation and contract management associated with LDA sites.
- Ongoing performance reporting
- Energy data advisory services
- System reviews and troubleshooting support
- Attendance at meetings or inspections
- Other related metering and data services reasonably required

SCHEDULE 2

THE eESPD

Tenderers are required to complete the electronic European Single Procurement Document (eESPD) Request provided on the competition page on www.etenders.gov.ie (via 'Manage ESPD Responses').

The LDA reserves the right to seek, at any time, evidence substantiating the matters set out in the eESPD for the purposes of verification of the status of the Tenderer. Failure to provide appropriate evidence within the required timeframe specified will result in the Tenderer being eliminated from the Competition.

1. eESPD Part III: Exclusion grounds

Tenderers should note that where a Tenderer is a consortium (as referred to in Section 12.1 of the RFT), each consortium member must complete Part III of the eESPD separately.

- 1.1** Sections 3.B.1 and 3.B.2 of Part III of the eESPD contain grounds for exclusion of a Tenderer from participation in the procurement procedure for non-payment of taxes or social security contributions, respectively. Without prejudice to such grounds for exclusion, the LDA may also exclude a Tenderer from participation in the procurement procedure where the LDA can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions PROVIDED THAT such rights of exclusion shall not apply when the Tenderer has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.
- 1.2** Regarding the exclusion grounds referenced in Section 3.A (Grounds relating to criminal convictions) and Section 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD, the LDA shall not be obliged to exclude a Tenderer where:

- (a) on an exceptional basis, there are overriding reasons relating to the public interest such as public health or protection of the environment; or
- (b) in the case of Section 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD only, such an exclusion would be disproportionate, including where:
 - i. only minor amounts of taxes or social security contributions referred to in Sections 3.B.1 and/or 3.B.2 are unpaid, or
 - ii. the Tenderer was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions referred to in Sections 3.B.1 and/or 3.B.2 at such time that it did not have the possibility of taking measures as provided for in paragraph 1.1 above before the expiration of the deadline for submitting its tender; or
- (c) a period of 5 years has elapsed from:
 - i. the date of conviction of the Tenderer for an offence referred to in Section 3.A (Grounds relating to criminal convictions) of Part III of the eESPD; or
 - ii. the date the relevant breach is established by the judicial or administrative decision in relation to the breaches referred to in Section 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the eESPD.

1.3 The power to exclude a Tenderer in one or more of the situations referred to in Section 3.C of Part III of the eESPD, in the manner there mentioned, shall not be exercisable where the LDA establishes that 3 or more years have elapsed since the date that the Tenderer concerned was in the relevant situation referred to in that section.

1.4 A Tenderer that is in one of the situations referred to in Part III of the eESPD may provide evidence to the effect that measures taken by the Tenderer concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. In considering such evidence, factors that will be relevant to the LDA's considerations will include whether the Tenderer can show that it has:

- (a) paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct concerned;
- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The LDA shall, when evaluating the measures shown to be taken by the Tenderer above, take into account the gravity and particular circumstances of the criminal offence or misconduct concerned. If such evidence is considered as sufficient, the Tenderer concerned shall not be excluded from the procurement procedure. Where the LDA considers that the measures shown to be taken by the Tenderer are insufficient, the LDA shall give the Tenderer a statement of the reasons for that decision.

2. eESPD Part IV: Selection Criteria

Tenderers should note that where a Tenderer is relying on the capacity of other entities for the purposes of fulfilling any of the Selection Criteria out in **Schedule 3** the Tenderer must ensure that each such entity:

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

SCHEDULE 3 **SELECTION CRITERIA**

The Selection Criteria below will be assessed on a pass/fail basis in respect of each Tenderer. Tenderers are entitled to rely on the capacity of other entities to meet these requirements (subject to the above and Section 12.3 (Reliance on Resources), in which case any references in the paragraphs below to “Tenderer” shall be interpreted as including such entities. Failure to meet any of these Selection Criteria will lead to elimination of the Tender.

Tenderers must declare by way of eESPD that they satisfy the Selection Criteria set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the LDA in each case.

1. Economic & Financial Standing

Requirement:

Tenderers must confirm that they are in a sound economic and financial position to perform the Contract.

Tenderers shall:

- Confirm via the eESPD that they have the financial capacity to deliver the Services

Supporting Evidence (if requested):

- Audited accounts (or equivalent)
- Statement of turnover (if available)
- Evidence of financial standing

No minimum turnover requirement is set for this Competition in order to support SME participation. The LDA reserves the right to assess financial capacity on a proportionate basis having regard to the nature and scale of the Services.

For the purposes of responding to this RFT, it shall suffice to tick section α of Part IV of the eESPD for the purposes of declaring that this requirement is met.

2. Technical & Professional Ability

Requirement:

Tenderers must demonstrate that they have the technical capability and accreditation to deliver services of a similar nature to those described in Schedule 1.

Tenderers shall:

- Confirm via the eESPD that they have delivered services of a similar nature

Supporting Evidence (if requested):

Tenderers may be required to provide:

- A summary of relevant services delivered in the past 3–5 years
- High-level description of projects (no detailed case studies required)

Detailed case studies are not required at selection stage

Verification:

The LDA reserves the right to:

- Seek clarification or additional information
- Contact referees for verification purposes

For the purposes of responding to this RFT, it shall suffice to tick section α of Part IV of the eESPD for the

purposes of declaring that this requirement is met.

3. Technical Capacity & Resources

Requirement:

Tenderers must demonstrate that they have the necessary organisational capacity, personnel, resources and relevant professional accreditations/certifications to deliver the Services associated with the Lot and/or Service Category applied for.

Tenderers shall:

Confirm via the eESPD that they have:

- Access to appropriately qualified and experienced personnel
- Sufficient organisational resources to deliver the Services
- Appropriate management and reporting structures
- The organisational capability to operate nationally where required
- Relevant professional registrations, licences, certifications and/or accreditations applicable to the Lot and/or Service Category applied for

Mandatory Supporting Information:

- A high-level organisational chart identifying key personnel relevant to the Lot and/or Service Category applied for
- A summary of relevant personnel, including roles, qualifications and areas of responsibility
- An overview of available resources and operational capacity
- Details of relevant professional memberships, licences, certifications and/or accreditations applicable to the Services

Verification:

The LDA reserves the right to:

- Seek clarification or additional supporting information
- Verify qualifications, certifications and professional registrations
- Contact referees or relevant professional/regulatory bodies for verification purposes.

3.1 Minimum Professional Requirements

Tenderers must ensure that personnel proposed for the delivery of the Services hold relevant professional qualifications, registrations, memberships, licences and/or certifications appropriate to the Lot and/or Service Category applied for.

Relevant qualifications, registrations, memberships and certifications may include (where applicable):

Service Category	Indicative Professional Requirements
Building Surveying	SCSI, RICS or equivalent professional accreditation
Architectural Services	RIAI registration and BCAR competency where applicable
Planning Services	IPI membership or equivalent professional accreditation
Landscape Architecture	LI membership or equivalent professional accreditation
Engineering Services (Civil & Structural)	Chartered Engineer status and/or Engineers Ireland membership
Engineering Services (Mechanical & Electrical)	Chartered Engineer status and/or Engineers Ireland membership

Project Management	Relevant professional project management accreditation (e.g. PMP, PRINCE2, SCSi, RICS or equivalent)
Cost Management	SCSi, RICS or equivalent professional accreditation
Sustainability & Energy Services	SEAI registration and/or relevant sustainability accreditation where applicable
Commercial Property Advisory	SCSi, RICS or equivalent professional accreditation
Fire Safety Consultancy	Institution of Fire Engineers (IFE), Chartered Engineer status and/or equivalent fire safety competency accreditation
Surveying & Diagnostic Technologies	Relevant drone operator licensing, thermography certification and/or specialist technical accreditation where applicable
M&E Testing & Commissioning	Relevant technical competency certification and/or industry accreditation
Environmental & Ecological Consultancy	Relevant environmental, ecological or flood risk accreditation where applicable
Asbestos Consultancy	P402/P405 or equivalent asbestos competency certification
Acoustic Consultancy	Institute of Acoustics membership or equivalent professional accreditation
Energy & Retrofit Advisory	SEAI registration, BER Assessor registration and/or retrofit accreditation where applicable
EV & Sustainable Transport Advisory	Relevant transport planning, engineering or EV infrastructure accreditation where applicable
Metering & Data Systems	Relevant metering, data systems or energy monitoring accreditation where applicable

Equivalent professional qualifications, registrations, memberships and certifications will be accepted where appropriate.

The LDA reserves the right to seek evidence of any qualifications, registrations, memberships, licences and/or certifications relevant to the Services.

SCHEDULE 4

AWARD CRITERIA

- **Tenderers must tailor responses to the Lot and Service Category applied for**
- **For Lots containing Service Categories, evaluation will be undertaken separately per Service Category**
- **Responses must be concise and relevant**

Award Criteria – Lot 1	Minimum Score Requirement	Maximum Marks Available
<i><u>Tenderers must achieve a minimum score of 60% of the available marks in each individual qualitative criterion. Failure to achieve the minimum score in any one criterion will result in exclusion from appointment to the Framework under the relevant Service Category and/or Lot.</u></i>		

The minimum quality threshold shall apply independently to each Service Category applied for		
<p>1. Methodology & Approach</p> <p>Tenderers shall: Describe their proposed approach to delivering consultancy services under this Framework.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Demonstrate their understanding of LDA’s requirements and project types • Explain how they will deliver services across the project lifecycle (feasibility through to completion) • Describe how they will coordinate with LDA and LDA-appointed consultants, contractors and agents • Outline their approach to managing programme, cost and risk • Identify key risks associated with delivery and explain how these will be mitigated • Describe how they will provide clear, timely and actionable advice to the LDA <p>Maximum 4 A4 pages</p>	60%	25%
<p>2. Team Delivery & Capability</p> <p>Tenderers shall: Demonstrate their capability to deliver the Services.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Describe the structure of the proposed team and key roles • Explain how responsibilities will be allocated across the team • Demonstrate how the team is suitably structured to deliver multi-disciplinary consultancy services • Describe how the team will operate and coordinate with the LDA and LDA-appointed consultants, contractors and agents • Explain how sufficient capacity and continuity of service will be maintained across the duration of assignments <p>Brief reference may be made to relevant experience of team members where it supports the proposed approach</p> <p>Maximum 3 A4 pages</p>	60%	20%
<p>3. Delivery & Quality Management</p> <p>Tenderers shall: Describe how they will ensure quality and consistency in delivery.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Outline their quality assurance and internal review processes • Describe how outputs will be checked and validated • Explain their approach to communication and reporting • Describe how issues and risks will be managed and escalated • Outline their approach to continuous improvement <p>Maximum 2 A4 pages</p>	60%	15%

<p>4. Value Add, Sustainability & Innovation</p> <p>Tenderers shall: Describe how they will add value to the LDA under this Framework.</p> <p>Tenderers should include:</p> <ul style="list-style-type: none"> • An outline of their organisational sustainability strategy • Identify sustainability considerations and benefits • Outline any innovative approaches to service delivery • Describe how they will improve efficiency or reduce costs • Explain use of digital tools or systems • Identify any additional value they can bring <p>Maximum 2 A4 pages</p>	60%	10%
<p>5. Costs (See Schedule 5 – Pricing Schedule)</p>	N/A	30%
TOTAL AVAILABLE MARKS		100%

Award Criteria - Lot 2 <i>Tenderers must achieve a minimum score of 60% of the available marks in each individual qualitative criterion. Failure to achieve the minimum score in any one criterion will result in exclusion from appointment to the Framework under the relevant Service Category and/or Lot.</i>	Minimum Score Requirement	Maximum Marks Available
<p>The minimum quality threshold shall apply independently to the relevant Lot.</p>		
<p>1. Methodology & Approach</p> <p>Tenderers shall: Describe their approach to delivering fire safety consultancy services.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Demonstrate their understanding of fire safety requirements and regulations • Explain their approach to fire risk assessment and fire strategy development • Describe how safety-critical risks will be identified and managed • Outline their approach to supporting remediation works • Explain how they will engage with LDA and relevant authorities • Describe how compliance will be achieved and maintained <p>Maximum 4 A4 pages</p>	60%	25%
<p>2. Team Delivery & Capability</p> <p>Tenderers shall: Describe how their proposed team will deliver fire safety and building compliance services under this Framework.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Describe the structure of the proposed team and key roles • Explain how responsibilities will be allocated, particularly in relation to fire safety and compliance activities • Demonstrate how the team has the appropriate expertise and competence 	60%	20%

<p>to deliver safety-critical services</p> <ul style="list-style-type: none"> • Describe how the team will operate and coordinate with the LDA, contractors and relevant statutory authorities • Explain how sufficient capacity and continuity of service will be maintained <p>Brief reference may be made to relevant experience of team members where it supports the proposed approach.</p> <p>Maximum 3 A4 pages</p>		
<p>3. Delivery & Quality Management</p> <p>Tenderers shall: Describe how they will ensure compliance and quality.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Outline compliance assurance processes • Describe quality control procedures • Explain reporting and communication approach • Describe how risks and issues will be managed <p>Maximum 2 A4 pages</p>	60%	15%
<p>4. Value Add & Innovation</p> <p>Tenderers shall: Describe how they will enhance fire safety delivery.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Outline innovative approaches to fire safety • Describe how risks can be reduced • Explain efficiency improvements • Identify any additional value <p>Maximum 2 A4 pages</p>	60%	10%
<p>5. Costs (See Schedule 5 – Pricing Schedule)</p>		30%
TOTAL AVAILABLE MARKS		100%

Award Criteria – Lot 3	Minimum Score Requirement	Maximum Marks Available
<p><u>Tenderers must achieve a minimum score of 60% of the available marks in each individual qualitative criterion. Failure to achieve the minimum score in any one criterion will result in exclusion from appointment to the Framework under the relevant Service Category and/or Lot.</u></p> <p>The minimum quality threshold shall apply independently to each Service Category applied for</p>		
<p>1. Methodology & Approach</p> <p>Tenderers shall: Describe their proposed approach to delivering specialist services for the relevant Service Category.</p> <p>Tenderers should:</p>	60%	25%

<ul style="list-style-type: none"> • Demonstrate understanding of the technical requirements of the Service Category • Describe the methodologies, tools and techniques they will use • Explain how their services will integrate with LDA and LDA-appointed parties • Outline how technical outputs will be delivered clearly and effectively • Identify key technical risks and explain how these will be managed • Describe how outputs will be practical and actionable <p>Maximum 4 A4 pages</p>		
<p>2. Team Delivery & Capability</p> <p>Tenderers shall: Describe how their proposed team will deliver specialist services under this Framework for the relevant Service Category.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Describe the structure of the proposed team and key roles • Explain how responsibilities will be allocated across specialist functions • Demonstrate how the team has the appropriate technical expertise to deliver the Services • Describe how the team will operate within a multi-disciplinary environment and coordinate with the LDA and other appointed parties • Explain how sufficient capacity and continuity of service will be maintained <p>Brief reference may be made to relevant experience of team members where it supports the proposed approach.</p> <p>Maximum 3 A4 pages</p>	60%	20%
<p>3. Delivery & Quality Management</p> <p>Tenderers shall: Describe how they will ensure quality and reliability of technical outputs.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> • Outline quality assurance processes • Describe how outputs will be reviewed and validated • Explain how technical issues will be managed • Describe reporting and communication approach • Outline coordination with LDA and other parties <p>Maximum 2 A4 pages</p>	60%	15%
<p>4. Value Add, Sustainability & Innovation</p> <p>Tenderers shall: Describe how they will add value through specialist services.</p> <p>Tenderers should include:</p> <ul style="list-style-type: none"> • An outline of their organisational sustainability strategy • Identify sustainability considerations and benefits • Outline innovative tools, techniques or approaches • Describe use of data or technology • Explain efficiency improvements • Describe any additional value <p>Maximum 2 A4 pages</p>	60%	10%

5. Costs (See Schedule 5 – Pricing Schedule)		30%
TOTAL AVAILABLE MARKS		100%

Table 1

Tender Evaluation Methodology

Marks will be allocated to the responses contained in the Tender Response Document against the Award Criteria and weightings specified in Table 1 above and by reference to the bands set out in Table 2 below (provided they have not been eliminated as deemed non-compliant for failure to meet a minimum requirement).

Weighting	Meaning
91% -100%	A response with very few or no weaknesses that fully meets requirements, and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.
81% - 90%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
61% - 80%	A response that demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
31% - 60%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 30%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.

Table 2

Award Criterion (Costs)

The Cost Award Criterion will be evaluated and marked using the following formula:

$$\left[1 - \left(\frac{\text{Tender Cost} - \text{Lowest Tender Cost}}{\text{Highest Tender Cost}} \right) \right] \times \text{Weighting}$$

Where:

'Tender Cost' is the Cost in the tender being evaluated.

'Lowest Tender Cost' is the lowest Cost evaluated.

'Highest Tender Cost' is the highest Cost evaluated

'Weighting' is **the weighting allocated to the costs award criterion in Table 1.**

Determination of most economically advantageous Tender

The marks allocated to each Tender under each award criterion will be added together and the Tender with the highest score will be the most economically advantageous tender. The Contract, if awarded, will be awarded to the Tenderer that submits the most economically advantageous Tender.

Tie-Break Criteria

In the event of a tie and there being no difference in the scores, then the Tender with the highest score for the criterion "Costs" shall be deemed the most economically advantageous Tender.

Proposed Resources

Subject to the terms of the Contract, the Services must be performed by those individuals (or individuals of equivalent standing, subject to approval) that have been identified in the Tender.

Confidentiality of Evaluation

Information deemed to be confidential by the LDA will not be disclosed at any time, save as required by law.

SCHEDULE 5
PRICING SCHEDULE

The Pricing Schedule(s) applicable to each Lot are issued as separate Excel appendices accompanying this RFT and form part of Schedule 5.

Schedule 5A – Pricing Schedule (Lot 1)
Schedule 5B – Pricing Schedule (Lot 2)
Schedule 5C – Pricing Schedule (Lot 3)

Tenderers applying for multiple Service Categories within a Lot must complete a separate Pricing Schedule for each Service Category applied for.

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

SCHEDULE 7
TENDER RESPONSE DOCUMENT

Please see attached appendix X**

SCHEDULE 8

DECLARATION AS TO THE PERSONAL CIRCUMSTANCES OF TENDERER

Re: Request for Tenders for the Provision of **[insert type of services required]**

NAME: **[Insert Name]**

ADDRESS: **[Insert Address]**

I, **[Insert name of Declarant]**, of **[Insert name of entity]** do solemnly and sincerely declare that:

1. I am a **[insert role of Declarant]** of **[Insert name of entity]** and am authorized by **[insert name of entity]** to make this declaration which relates to a tender (the “**Tender**”) submitted by **[Insert name of entity]** in response to an RFT dated titled **[insert description of competition]** published by the Land Development Agency (“the LDA”);
2. Neither **[Insert name of entity]** nor any person who is a member of the administrative, management or supervisory body of **[Insert name of entity]** nor any person who has powers of representation, decision or control in **[Insert name of entity]** has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the LDA or the law of the state in **[insert country in which entity is established]** is established;
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests;
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. **[Insert name of entity]**:
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions; and
 - b. has carried out the preparation of the Tender independently.
4. **[Insert name of entity]**:
 - a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
 - b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations;
 - c. is not guilty of grave professional misconduct;
 - d. has not entered into agreements with other economic operators aimed at distorting competition;
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract,

- which led to early termination of that prior contract, damages or other comparable sanctions;
- h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016); and
 - i. has not undertaken to unduly influence the decision-making process of the LDA in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. **[Insert name of entity]** does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
7. Any sub-contractor, supplier or other entity on whose capacity **[Insert name of entity]** relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

Signature of Declarant

Declared before me by _____ who is personally known to me (or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

(signed)
Practising Solicitor/Commissioner for Oaths

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

SCHEDULE 9

CONTRACT

SCHEDULE 10

Regional Coverage and Delivery Capability (Information only)

<u>Region</u>	<u>Capability of Delivering Services?</u> <u>(Yes/No)</u>	<u>Details of Existing Presence or</u> <u>Mobilisation Approach</u>
Dublin		
Rest of Leinster		
Cork		
Limerick/Mid-west		
Galway/West		
Munster (excluding Cork/Limerick)		
Other (please specify)		

Important Note:

Tenderers should only indicate regions where they currently have operational capability or can demonstrate a credible and timely mobilisation approach.

Tenderers are not required to have an established office in each region but must demonstrate how services would be resourced and delivered in compliance with the requirements of the Framework Agreement.

The information provided in this Schedule is for operational planning purposes only and will not be scored as part of the award evaluation.

The LDA will typically invite Framework Members to participate in call-off processes, including quotation exercises and mini-competitions, in regions where they have confirmed delivery capability in accordance with this Schedule (as may be updated during the term of the Framework Agreement).