



Request for Tender:

Establishment of a Multi-Party Framework Agreement for The Provision of Site Investigation Services (Nationwide)

RFT issue date: 07 August 2026

Establishment of a Multi-Party Framework Agreement for:	The Provision of Site Investigation Services (Nationwide)
Procedure	Open Procedure (Accelerated)
eTenders RFT ID	8778925
OJEU REF	As per OJEU designation
Issue Date	7th August 2026
Closing Date for Queries	20th August 2026 @ 16:00 hours (Irish Standard Time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Tenders	31st August 2026 @ 16:00 hours (Irish Standard Time)
<i>Please note that information relating to this competition, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). The identity of the person making a query will not be disclosed when circulating the response. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i> <i>Note: Interested Economic Operators are reminded to use the Expression of Interest function on eTenders to ensure they form an Association with this RFT in this procurement procedure on the new eTenders platform to ensure they receive all correspondence/updates associated with this competition</i>	

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Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

1. OVERVIEW OF THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

The Land Development Agency (the “**Contracting Authority**” (CA) or the “**LDA**”) is the authority responsible for this procurement.

The LDA, established in September 2018, is a Government land management initiative, with a key focus on State-owned land. The LDA opens up State-owned land to improve housing options for individuals and families. The LDA also drives the medium to long term compact development of our cities by providing a vision and delivery strategy for larger scale strategic land areas. For more information, please go to www.lda.ie.

The Land Development Agency currently operates through a number of legal entities, including Land Development Agency Public Services DAC, Land Development Agency Residential Holdings DAC and National Asset Residential Property Services DAC (NARPS DAC). The Framework Agreement may be used by the Land Development Agency and these entities, together with any future legal entities established, owned or controlled by the Land Development Agency, where such entities are contracting authorities or are otherwise legally entitled to access and use the Framework in accordance with applicable public procurement legislation.

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

This competition relates to the establishment of a multi-party framework agreement for the provision of Site Investigation Services throughout Ireland to the LDA. Thereafter contracts will be awarded in accordance with the rules contained herein.

2.2 Scope of Requirements under the Framework

Details of additional contracts under the Framework
Contracts will be awarded to framework members in accordance with the procedures set out at Section 3.5. of this Request for Tender (RFT)

2.3 Detailed Specification of Requirements

The LDA intends to procure the appointment of a framework of specialist companies to carry out geotechnical and geoenvironmental site investigations. The site investigations will typically be required for medium to large sites for residential development of low-rise houses/duplexes or medium to high rise apartment blocks.

Site Investigation Services will be required for the following:

- New Build Units being acquired under Project Tosaigh / Project Tosaigh 2.
- Residential Schemes being designed & developed by the LDA
- Sites identified as Strategic Areas for redevelopment
- Masterplans of sites under review by our Strategic Planning and Development teams.
- Other developments that fall under the remit of the Contracting Authority working in conjunction with other Contracting Authorities.

The successful framework members will be appointed roles as outlined below;

PSCS:	Framework members may be appointed PSCS on any projects that may be awarded under the framework.
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2.3.1 Deliverables

Contracts awarded under this framework may include the following services, works and deliverables. The scope of services required will be determined on a project-by-project basis. Reasonable additional or varied services required to deliver projects under this framework may also be included.

Reporting

1. Ground investigation factual reports (including all testing results)
2. Geotechnical interpretative report (including all testing results)

3. Geoenvironmental Interpretative Report – including Waste Classification Assessment and dig plans
4. Desk study reports
5. Method statements for specific work items if deemed required
6. Drawing of as-built exploration points in PDF and CAD (to ITM coordinates and OD)
7. AGS file of exploratory results in AGS4.0 format

Site Investigation Services/Works

8. Cable percussion boreholes typically up to 10m but can extend to 20m below ground level (BGL)
9. Rotary Core holes
10. Dynamic probing/cone penetration testing
11. Trial pit excavations
12. Slit trenching or exploratory holes to uncover foundations or buried features/services
13. Slotted standpipes for monitoring groundwater levels and taking samples
14. Geophysical surveys
15. Taking of samples for laboratory testing
16. Geotechnical Laboratory testing. Typical range of tests – Liquid limit, Plastic limit, MCV, sulphate etc
17. Geoenvironmental Laboratory testing (including RILTA Suite tests).
18. In-situ testing e.g. SPTs carried out in boreholes
19. Infiltration (Soakaway) tests
20. Pump tests to determine ground water flow rates for design of basement excavations etc
21. Ground exploration works
22. Window sampling
23. Site vegetation clearance in local areas

Framework members will be required to provide advice on a wide-ranging number of topics, including but not limited to the above and shall include all other services that are reasonably ancillary and incidental thereto.

The Contracting Authority may require Framework Members to undertake a site visit prior to submitting a tender for a call-off contract. Where a site visit is required, Framework Members shall satisfy themselves as to the site conditions, including access, working conditions, constraints, the availability of space, and any other matters relevant to the performance of the contract. Submission of a tender will be deemed to constitute confirmation that the Framework Member has taken account of all information obtained during the site visit (where applicable) when preparing its tender.

2.3.2 Quality Management

Framework members will be required to carry out all work in accordance with a quality management system established in accordance with IS EN ISO 9001, IS EN ISO 14001 and IS OHSAS 18001. Records to demonstrate compliance shall be made available to the Employer on request.

2.3.3 Calibration of Equipment

All plant and equipment used during site investigations and surveys shall be maintained and calibrated in accordance with the manufacturer's recommendations and all applicable standards. Calibration certificates shall be retained by the Framework Member and made available to the Contracting Authority upon request at any time during the Framework Period. Failure to comply with this requirement may be treated as a breach of the Framework Agreement and/or any Call-Off Contract.

2.3.4 Qualifications and Training Requirements

All **Ground Practitioners** (as defined in the *Engineers Ireland Specification and Related Documents for Ground Investigation in Ireland*) engaged in carrying out the ground investigation and associated works, including personnel responsible for supervision and quality control, shall possess the qualifications, competence, training and experience appropriate to the duties they are performing.

Prior to the award of any Call-Off Contract, and at any time during the performance of the Framework Agreement or a Call-Off Contract, the Contracting Authority may require the Framework Member to provide satisfactory evidence of the qualifications, training, competence and experience of the personnel proposed to undertake the services. The Contracting Authority reserves the right to require the replacement of any personnel who, in its reasonable opinion, do not possess the requisite qualifications, competence or experience to perform the services.

2.3.5 Health & Safety

In performing any services or works under the Framework, Framework Members shall, as a minimum, comply with the following requirements. The list below is non-exhaustive and does not limit any other obligations arising under the Framework Agreement or any Call-Off Contract.

- Planning and carrying out their works in accordance with the Safety Health and Welfare at Work Act 2005, Safety, Health and Welfare at Work (Construction) Regulations 2013 and other associated legislation.
- Preparing risk assessments, safe working method plans, Health and Safety Plan etc, depending on the size of works and nature of works.
- Acting as PSCS in respect of the ground investigation works, as required under the Safety Health and Welfare at Work (Construction) Regulations 2013.
- The Contractor shall be responsible for the protection of the works and shall provide all fencing, watching, and lighting that he may require to ensure the safety of passers-by.
- Be familiar with and shall carry out their works in accordance with the HSA document 'Code of Practice – Avoiding Danger from Underground Services.
- Ensuring all operatives have the necessary training and experience to carry out the works.

Plan and provide any required temporary traffic management plans needed to carry out the surveys.

- Provide any traffic / pedestrian marshals / watchperson needed to safely execute the works.
- Provide all necessary protective barriers, cones, signage etc.
- Not leaving open excavations or equipment unattended.
- Trial pits and trenches shall be excavated by machine to the required depth to enable visual examination and sampling as required from outside the trench.

- Observation pits and trenches shall be excavated by hand or machine and shall be adequately supported or battered back to a safe angle to enable personnel to enter safely and permit in-situ examination, soil sampling and testing. Risk assessments together with all necessary support design calculations shall be carried out by a suitably qualified, experienced professional, competent person for all observation pits and trenches.
- Observation pits and trenches shall be treated as confined spaces. Only personnel who are appropriately trained shall be permitted to work in observation pits / trenches.
- Making the necessary arrangements for welfare facilities for their site staff, appropriate to the scale and nature of the investigation.
- Provide all site staff with and use the Personal Protective Equipment (PPE) appropriate to the work involved and the classification of the site.

2.3.6 Additional Requirements

- Be capable of providing any additional works or services that are incidental or ancillary to, or reasonably necessary for, the delivery of the services, where such works or services are consistent with the role and expertise of a Site and Geotechnical Investigation Contractor.
- Attend and actively participate in meetings, conference calls and workshops as reasonably required by the Contracting Authority.
- Attend site meetings and inspections as reasonably required by the Contracting Authority.
- Cooperate fully with the Contracting Authority and the Engineer representing the CA by responding promptly to any queries, requests for information or clarifications relating to the services, works or project deliverables.
- Identify and recommend any additional or alternative technical measures considered necessary to achieve the required project outcomes.
- Promptly notify and advise the Contracting Authority of any actual or anticipated logistical, health and safety, or operational issues that may affect the delivery of the services or works.
- Provide clear commentary, professional advice and recommendations in relation to all project deliverables, including (without limitation) due diligence, remediation measures, monitoring requirements, risk assessments and regulatory compliance.
- Provide and maintain, throughout the duration of the Framework Agreement and each Call-Off Contract, all personnel, resources, plant, equipment, materials and other facilities necessary to deliver the services and works safely, efficiently and in accordance with the requirements of the Framework Agreement/Contract.

Framework Members may be required to provide additional services or works that are within the scope of this Framework Agreement and are reasonably incidental or ancillary to the core services described in this RFT. The Contracting Authority will identify such requirements on a project-by-project basis, and Call-Off Contracts will be awarded in accordance with the applicable call-off mechanism set out in this RFT.

2.4 Scope of Requirements – Initial Call-Off Contract

The first Call-Off Contract under the Framework Agreement relates to the Site Investigation Services described in Appendix 5 and will be awarded as part of this procurement process. The scope of service is summarised below; however, tenderers should refer to Appendix 5 for detailed, project specific specification.

- The site is in Celbridge Co Kildare. The site is located to the east of Celbridge town centre and is bounded by the Dublin Road, Donaghcumper Cemetery and Department of Education site to the north.
- The site is 34.7 Hectors and is generally flat and accessible.
- The site is currently in agricultural use with the current lease due to expire in advance of commencement of site investigation works.
- Access to the site is available from the Dublin Road and a site visit can be facilitated by the LDA during the tender period.
- The site contains three existing streams/ditches which drain the site.
 - Skineen Stream – the larger stream bisecting the site, flowing south to north and eventually discharging into the River Liffey. It is steep sided with banks of 2-3m.
 - Western Boundary stream which flows adjacent to the Skineen Road then north into Donacumper estate via a crossing under the Dublin Road.
 - North-east ditch which drains local lands towards Loughlinstown Road.
 - Southern boundary field drain which drains into the Skineen stream.
- The proposed development will consist of approximately 1100 homes and a mix of;
 - Two storey housing
 - Three storey duplex units
 - Apartments
- In addition to the homes, the development will also include
 - Attenuation Ponds and SuDs features
 - Internal roads network
 - Bridge crossing the stream
 - Public open spaces
 - A creche and public buildings

Celbridge Summary Scope of Work

- 117 No. Dynamic probes to a depth of 5m
- 117 No. Trial Pits to a depth of 3m
- 10 No. Rotary cores to a minimum depth of 12m
- 20 No CBR tests for pavement design.
- 10 No. Infiltration tests in accordance with BRE 365
- 4 No. Foundation inspection tests to investigate the existing foundation conditions of existing boundaries
- 58m of Slit
- Geotechnical & environmental lab tests in line project specific specifications.

Deliverables Summary

- Geotechnical Interpretative Report
- Waste Classification Report
- Soil Classification (Dig Plans)

2.5 Contractor's Representative

The Contracting Authority requires tenderers to nominate a dedicated Contractor's Representative who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services/works required. The duties of the Contractors Representative will include, but are not limited to the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings;

NOTE: Tenderers should note that contractor's representative activities will be non-billable.

2.6 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	7 th August 2026
Closing date for Queries	20 th August 2026 @ 16:00 (IST)
Closing date for Receipt of Tenders	31 st August 2026 @ 16:00 (IST)
Clarification / verification meetings (if anticipated)	Prior to award decision if/as necessary
Award decision	September/October 2026
Framework Agreement Commencement	October 2026

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

2.7 LDA Projects

For examples of LDA projects refer to:

<https://lda.ie/projects>

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-party framework agreement for the provision of geotechnical and geoenvironmental site investigation services throughout Ireland. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

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

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework with up to six (6) operators, subject to that number meeting the minimum criteria and rules.

3.2 Duration of the Framework Agreement

The framework agreement will be for a period of three (3) years, with an option to extend up to a maximum of four (4) years, subject to satisfactory bi-annual or annual review of performance. Extension of the framework agreement beyond the initial three (3) year period is at the discretion of the Contracting Authority.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €4,000,000 (Four million euro) over the term of the Framework Agreement.

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

3.4 Framework Establishment and Contract Award

Tenderers should note that this procurement has two distinct objectives:

- To establish a multi-party Framework Agreement for the provision of Site Investigation Services; and
- to award the initial Call-Off Contract under the Framework Agreement.

Accordingly, as part of this tender process, Tenderers will be required to submit a tender for the initial LDA project described in this RFT (refer to section 2.4).

All tenders will be evaluated in accordance with the selection and award criteria set out in this RFT. Following completion of the evaluation, Tenderers will be ranked in order of their final score. Subject to

there being a sufficient number of compliant and suitable tenders, up to the six (6) highest-ranked Tenderers will be admitted to the Framework Agreement.

The highest-ranked Tenderer, having submitted the Most Economically Advantageous Tender (MEAT), will also be awarded the initial Call-Off Contract described in this RFT, subject to the successful completion of the procurement process and satisfaction of all applicable award requirements.

3.5 Awarding Future Contracts under the Framework Agreement

Promoting efficiency is a key element of this Framework Agreement. To this end, the Contracting Authority has designed call off mechanisms which allow easy access to the required services in a manner that minimises administrative burdens.

Given the size, nature and variability of requirements under the Framework, contracts may be awarded using one of the following methods, in accordance with the rules set out below.

Available Call-Off Methods

Option	Method	Call offs for which option may be used
A	Mini competition	Any
B	Rotational Call-Off	Any
C	Bilateral, direct engagement with Framework member	Any

(A) Mini-Competition

- (i) For each mini-competition, the Contracting Authority will send to all Framework members, a written request for tender detailing the scope of requirements, the award criteria and a closing date and time. The invitation will fix a time limit for Framework members to send in tenders taking account of factors such as the urgency and complexity of the subject-matter of the contract and the time needed to submit tenders.
- (ii) The award process will be conducted according to the rules and the procedures stated in the request for tender.
- (iii) Framework members wishing to be considered for the contract must submit a tender complying with the request for tender.
- (iv) In circumstances where a mini-tender competition is run between Framework members and a competition is not successfully concluded (for example where no tenders are received or the tenders received are not capable of acceptance for any reason, including for affordability reasons), the Contracting Authority reserves the right to engage directly with any Framework member who submitted a tender regarding proposals for performing

the required project and to directly award a contract in respect of the relevant project to such Framework Member.

The award criteria and associated weightings for each Mini-Competition will be determined by the Contracting Authority having regard to the specific requirements of the Call-Off Contract. The criteria will be selected from the categories below, and the applicable sub-criteria and weightings will be specified in the Mini-Competition Invitation to Tender.

Award Criteria	Sub Criteria	Range of Weightings
Project Team, Key Personnel and Relevant Experience <i>(as they relate to the specific subject matter of the Mini-Competition)</i>	To be specified for each Mini-Competition	20% to 80%
Approach & Methodology	To be specified for each Mini-Competition	20% to 80%
Cost	To be specified for each Mini-Competition	20% to 80%
Environmental, Social and Sustainability Considerations	To be specified for each Mini-Competition	20% to 80%
Other Criteria/Project-specific award criteria (deemed relevant by LDA and within the scope for the framework)	To be specified for each Mini-Competition	20% to 80%

The total weighting of all award criteria for any Mini-Competition will equal 100%. Not all of the criteria listed above will necessarily be used in every Mini-Competition. The Contracting Authority will select only those criteria relevant to the specific Call-Off Contract and will specify the applicable sub-criteria and weightings in the Mini-Competition Invitation to Tender

(B) Rotational Call-Off

The Contracting Authority will allocate work by way of a **rotational model**, whereby the first ranked framework member will be assigned the first project, the second ranked framework member will be assigned the second project, the third ranked framework member will be assigned the third project, the fourth ranked framework member will be assigned the fourth project etc.

- (i) In all instances the Contracting Authority will issue a Call-Off Order. On receipt of the Call-Off Order, the Framework Member will revert to the Contracting Authority with the following:
- Confirmation of capacity to deliver the required services,
 - Confirmation that no conflict of interest exists; and,
 - A proposal setting out how the Framework Member intends to meet the requirements. The proposal will include but not necessarily be limited to, cost breakdown, approach and methodology and the resource(s) proposed to deliver the services.
 - A detailed cost breakdown in accordance with the Framework pricing provisions, which will be subject to review by the Contracting Authority to ensure value for money. Where the proposed costs and other required information are not considered

acceptable, the Contracting Authority reserves the right not to proceed with that Framework Member and to move to the next rotational member.

(C) Bilateral, direct engagement with Framework Member.

Direct award may be used where the requirement is sufficiently defined and can be delivered on the basis of the Framework member demonstrating value for money, delivered in line with the framework terms, and without the need for further competition.

- (i) In circumstances where a Mini-Competition is run between the members of the Framework as described above, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, the Contracting Authority reserves the right to consult any member of the Framework regarding proposals for performing the required services and to directly award the required services to such member where it is satisfied that the selected Framework Member offers the most appropriate solution having regard to value for money, programme and the Framework conditions.
- (ii) In circumstances where any services required by the Contracting Authority under this RFT comprise (a) the repetition of similar services (e.g. services relating to the same project) previously performed for the Contracting Authority by a member of the Framework, (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised or provided services, or (c) where continuity, existing site knowledge or integration with previously commissioned services would deliver demonstrable efficiencies, the Contracting Authority reserves the right to directly award the required services to such member where this is the most expedient way to proceed, taking into account any relevant considerations such as the need to ensure continuity of the services, existing knowledge of the site, and affordability.
- (iii) The Contracting Authority reserves the right to directly award services to any member of the Framework, if it considers it necessary to do so in respect of particular matters, having regard to timing, availability and expertise of resources, conflicts of interest and such other criteria as it considers relevant to such matters.
- (iv) The Contracting Authority may, from time to time, directly award specialist services covered by this Framework with an estimated value not exceeding €75,000 (exclusive of VAT), where it is satisfied that direct award represents the most appropriate call-off mechanism having regard to the nature of the requirement, value for money and the provisions of this Framework.

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

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

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

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

Where a contract is awarded by direct award (or any other means), the Framework Member shall be required to provide a detailed cost breakdown to the satisfaction of the Contracting Authority. The Contracting Authority will review and evaluate such costs to ensure value for money. Where the costs are not considered acceptable, the Contracting Authority reserves the right not to proceed with that Framework Member and to consider alternative Framework Members or call-off methods

Performance Management

The Contracting Authority may take Framework Member performance into account in all methods of call-off. Where a Framework Member has failed to meet the required performance standards, this may be considered in accordance with the Contracting Authority's documented performance assessment procedures.

Framework Members who are consistently unable to undertake the required services or who fail to meet pre-set KPI targets may be removed from the Framework. The Contracting Authority also reserves the right to exclude any Framework Member from participation in a call-off process where an actual or potential conflict of interest arises, or where their participation could otherwise compromise the integrity of the procurement process.

Project Amalgamation

The Contracting Authority reserves the right to amalgamate sites to form a single project where efficiencies can be gained and this is deemed advantageous to the LDA, for example, due to scope, programme, location, etc.

3.6 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the framework member(s). Appointment to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

Without prejudice to the above, the Contracting Authority may procure services outside the Framework where this is considered appropriate having regard to the specific circumstances of a project. This may include, but is not limited to, circumstances where a site has transferred into the control of the LDA and an existing service provider has previous knowledge of, or has undertaken work on, the site, where continuity or integration with existing services is required, or where other project-specific considerations make an alternative procurement approach more proportionate and appropriate.

3.7 Compliance with the Terms and Conditions of the Framework Agreement

Appointment to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement as appended at Appendix 2. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions for Tenderers Section of this document.

3.8 Award to Runner Up

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

Likewise, if having awarded a contract under the framework, the framework member(s) cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4. SELECTION CRITERIA

The Contracting Authority is using the Accelerated Open procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to complete **Applicant Submission Document (Appendix 1)** which is associated with this RFT and based both on a self-declaration and provision of evidence model. However, tenderers are required to provide the minimum information required.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Sections 4.4.5 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the Standing of Other Entities

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 4.2 below it must ensure that each such entity.

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

Where a Tenderer intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria, it must ensure that each such Subcontractor submits a separate ESPD in respect of such Subcontractor completing those sections of the ESPD which are specified.

4.3 General, Declarations and Financial & Economic Standing Requirements

Tenderers are required to provide information on the following by completing the document titled **Applicant Submission Document**, Appendix 1, which is associated with this RFT. **The criteria and rules outlined below are assessed on a pass/fail basis.** Failure to comply with the requirements may result in the tender being considered inadmissible.

General Information / Applicant Details	
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable. Refer to Section 1 (Applicant Details) of the Applicant Submission Document.	
Financial and Economic Standing	
4.3.1 Tax – Pass / Fail	
Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Refer to Section 2.1 of the Applicant Submission Document.	
4.3.2 Certified Average Annual Turnover – Pass / Fail	
The evidence required to pass this criterion is <u>certified statements of yearly turnover on a cumulative three-year basis, based on the 3 (three) previous audited financial years</u> of the Applicant preceding the date of the submission of the tender in accordance with the specific requirements set out below. If, for a reason deemed valid by the Contracting Authority, the evidence sought cannot be provided then alternative evidence which is considered appropriate by the Contracting Authority may be provided.	
Area of Business/Work:	Minimum average Yearly Turnover over the 3 (three) most recent years arising from the area of work specified:
Site/Ground Investigation Works and Services	€1,000,000 (One million euro)
The Tenderer's turnover must be derived from activities relevant to the subject matter of this competition, namely the provision of Site and Ground Investigation works and services. The Contracting Authority reserves the right to request evidence demonstrating that this requirement has been satisfied.	
4.3.3 Insurance – Pass / Fail	
Tenderers are required to provide written confirmation from their insurance broker in the form of the <u>template provided in Appendix E of the Applicant Submission Document</u> , that the Tenderer has the below levels of insurance cover in place or can provide those levels if necessary.	
Insurance Type	Required Value/Level €

Employer's Liability	For not less than €13,000,000 (thirteen million euro) for any one claim (or series of claims arising out of the one event) from the date hereof until the Employer/Contracting Authority confirms the Works have been completed (incl. any defects liability period stipulated in the Appointment). The Framework member shall produce evidence of such cover when requested to do so by the LDA
Public Liability	With a limit of indemnity not less than €6,500,000 (six million five hundred thousand euro) for any one claim (or series of claims arising out of the one event) from the date hereof until the Employer/Contracting Authority confirms the Works have been completed (incl. any defects liability period stipulated in the Appointment). The Framework member shall produce evidence of such cover when requested to do so by the LDA.
Professional Indemnity	With a minimum limit of indemnity of not less than €6,500,000 (six million and five hundred thousand euro) based on the aggregate of claims on an annual basis for the duration of the provision of the Works/Services and shall maintain such insurance for a period of twelve years after the date of Practical Completion of the Works provided such insurance is generally available in the European Union at commercially reasonable rates and terms, excluding any increased or additional premia required by insurers by reason of the Frameworks member's own claims record or other acts, omissions or matters, which will be deemed to be within the Framework member's obligations. The Framework member shall immediately inform the LDA if such insurance ceases to be generally available. Note: The LDA may require a higher level of indemnity of not less of €6.5m (six million and five hundred thousand euro) (covering all of the Framework member's obligations under this Agreement for each and every claim or series of claims arising from the same originating cause, for a period of twelve years after the completion after the date of Practical Completion of the Works for certain projects or where the increased level of cover is available in the market. This limit is not an annual aggregation and the requirement for this level of cover will be assessed reflective of the particulars of the project).
Appointment to the framework agreement will be conditional upon submission of a completed insurance questionnaire as provided in Appendix 6 of this RFT. A completed questionnaire is not required in the applicant's submission, however, may be requested from successful applicants prior to establishment of the framework.	

4.4 Technical Criteria

Tenderers are required to provide information on the following by completing the document titled **Applicant Submission Document (Appendix 1)** which is associated with this RFT. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements may result in the tender being considered inadmissible and eliminated from the tender competition.

4.4.1 Statement of Technical and Professional Capability – Pass / Fail

Tenderers must confirm that they can undertake the following activities and associated deliverables.

If a Tenderer cannot undertake and deliver any one or more of the activities/deliverables or if the information provided does not demonstrate that the Tenderer has met the requirements, the Tenderer will be eliminated from the Competition.

Reporting

1. Ground investigation factual reports (including all testing results)
2. Geotechnical interpretative report (including all testing results)
3. Geoenvironmental Interpretative Report – including Waste Classification Assessment and dig plans
4. Desk study reports
5. Method statements for specific work items if deemed required
6. Drawing of as-built exploration points in PDF and CAD (to ITM coordinates and OD)
7. AGS file of exploratory results in AGS4.0 format

Site Investigation Works

8. Cable percussion boreholes typically up to 10m but can extend to 20m below ground level (BGL)
9. Rotary Core holes
10. Dynamic probing/cone penetration testing
11. Trial pit excavations
12. Slit trenching or exploratory holes to uncover foundations or buried features/services
13. Slotted standpipes for monitoring groundwater levels and taking samples
14. Geophysical surveys
15. Taking of samples for laboratory testing
16. Geotechnical Laboratory testing. Typical range of tests – Liquid limit, Plastic limit, MCV, sulphate etc
17. Geoenvironmental Laboratory testing (including RILTA Suite tests).
18. In-situ testing e.g. SPTs carried out in boreholes
19. Infiltration (Soakaway) tests
20. Pump tests to determine ground water flow rates for design of basement excavations etc
21. Ground exploration works
22. Window sampling
23. Site vegetation clearance in local areas

Tenderers are required to complete Section 2.4 of the Applicant Submission Document (Appendix 1).

The Contracting Authority reserves the right to verify the Tenderer's capability to carry out these operations and, at its discretion, request such additional information or supporting evidence as it

considers necessary. The Tenderer shall satisfy the Contracting Authority that it has the necessary capability and capacity to perform the required services.

4.4.2 Health & Safety Information – Pass / Fail

(a) Health and Safety Management System

Tenderers' must provide proof and documentation of the company's Health and Safety Management System as it relates to delivering this scope of works. Max two (2) A4 pages (excluding evidence of third-party certification).

The Applicant should note that details of the full company Health and Safety Management System are not required.

The Applicant's submission should include:

- Evidence of its Safety Management Systems' current certification
- Applicants must confirm with this section's submission that they have fulfilled the role of Project Supervisor Construction Stage (PSCS) on previous projects.

Please note that, prior to award of any position on the framework, the successful applicants will be required to fill in a PSCS Contractor Competency Assessment Questionnaire and provide a declaration of competency for undertaking the role. For clarity, award of Call-Off Contract will be conditional on the Applicant providing this information.

The Contracting Authority reserves the right to seek evidence of compliance at any point before and after admission to the Framework.

(b) Accident/Incident Recording and Reporting

Tenderers' must provide details of their Accident/Incident recording and reporting systems. Max two (2) A4 pages.

As part of the response the Applicant shall provide details in the table below of its' accident / incident performance (including joint ventures and subcontractors working on your behalf) for each of the last three (3) years (up to the date seven (7) calendar days before the latest date for submission of the response to this RFT). Insert zero (0) if no incidents recorded or "NA" if data is unavailable. If data is unavailable the Tenderer should provide an explanation in the Applicant's response (which can be included in additional pages over and above the max two (2) A4 page limit). Any explanation of an 'NA' response must be considered appropriate and to the satisfaction of the Contracting Authority in order to pass.

Ref No.	Details	2025	2024	2023
1	Man-hours worked			
2	No. of fatalities			
3	No. of Reportable Lost Time Accidents (>3 days)			
4	No. of Lost Time Accidents (≤ 3 days)			

5	No. of reportable dangerous occurrences (to the relevant authority e.g. HSA/HSE)			
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Table 1: Accident/Incident reporting Data

The table above (Table 1) is provided in **Appendix F of the Applicant Submission Document and your response must be provided in this format.**

(c) Enforcement Actions

Tenderers' must confirm whether its organisation (or any subsidiaries) or any of its directors or executive officers been served an improvement notice, a prohibition notice or been convicted for offences under Safety, Health & Welfare Legislation (or equivalent, outside Ireland) in the previous three (3) years to the date of this RFT Submission?

If any of enforcement actions set out above have occurred, the Tenderer must provide details of such event(s), including information detailing the remedial actions or changes the organisation has made as a result of such event(s) and evidence that any improvement notice or prohibition notice has been lifted to the satisfaction of the relevant health and safety regulator (in Ireland, the Health & Safety Authority), or that appropriate and detailed proposals have been prepared for submission to the relevant regulator to the satisfaction of the Contracting Authority.

If the answer is "yes", then the details provided must be satisfactory to the Contracting Authority in order to pass.

Refer to **Appendix F of the Applicant Submission Document.**

Failure to adequately address the specific requirements of this criterion may result in failing the selection criterion.

The Contracting Authority reserves the right, at any stage of the evaluation process, to seek clarification, request additional information or supporting evidence, and raise further queries where considered necessary to verify a Tenderer's compliance with the requirements of this RFT. This right applies to all selection and award criteria.

Evidence of compliance will be required as condition of admission to the Framework.

4.4.3 Quality Information – Pass / Fail

Tenderers' must provide proof and documentation of the company's Quality Management Statement as it relates to delivering the scope of this framework. **Max two (2) A4 pages.**

The Tenderer's submission should include:

- Confirmation the Applicant has a Quality Management System in place. The Tenderer is to provide information on the measures in place to ensure quality measures are brought to the fore in the delivery

of works, for example by way of a 3rd party certified system, or an equivalent in-house quality control process or system. Such certification can be included, in addition to the two (2) page limit.

- If the Tenderer intends to use sub-contractors, confirmation is required demonstrating the Tenderer has the processes in place for ensuring that sub-contractors apply quality management measures that are appropriate to the work for which they are being engaged / as a minimum standard they shall be sub-contracted to carry out works/services in accordance with the Applicant's Quality Management System.

The Applicant should note that details of the full company's Quality Management System are not required, and the page limit outlined in this section applies.

Failure to adequately address the specific requirements of this criterion may result in failing the selection criterion.

4.4.4 Environmental Information – Pass / Fail

Tenderers' must provide proof and documentation of the company's Environmental Management Statement as it relates to delivering the scope of this framework. Max two (2) A4 pages.

The Applicant's submission should include:

- Confirmation that it has an Environmental Management System in place. The Tenderer is to provide information on the measures in place to ensure environmental measures are brought to the fore in the delivery of works, for example by way of a 3rd party certified system, or an equivalent in-house quality control process or system. Such certification can be included, in addition to the two (2) page limit.

- If the Tenderer intends to use sub-contractors, confirmation is required demonstrating the Tenderer has the processes in place for ensuring that sub-contractors apply Environmental Management measures that are appropriate to the work for which they are being engaged / as a minimum standard they shall be sub-contracted to carry out works/services in accordance with the Applicant's Environmental Management System.

The Applicant should note that details of the full company Environmental Management System are not required, and the page limit outlined in this section applies.

Failure to adequately address the specific requirements of this criterion may result in failing the selection criterion.

4.4.5 Self-Declaration Re Regulation 57 – Pass / Fail

Tenderers' must complete and submit a self-declaration regarding the Applicant's circumstances in the form set out in the 'Self-Declaration re Regulation 57' in **the Applicant Submission Document (Appendix G)**.

The grounds under which the Contracting Authority may exclude an Applicant, any member of the Applicant (where the Applicant is a consortium, joint venture or partnership), or any entity relied upon by the Applicant, from participation in this competition are set out below.

The term 'Applicant' as used below refers to each of (a) the Applicant (b) any member of the Applicant (c) any entity being relied upon by the Applicant.

Subject always to the provisions of Regulation 57 of the European Procurement Regulations:

(a) if:

(i) the Applicant is in one of the situations listed in Regulations 57(1) or 57(3) of the European Procurement Regulations; or

(ii) a member of the administrative, management or supervisory body of the Applicant/member of the Applicant, or a person having powers of representation, decision or control therein, is in one of the situations listed in Regulation 57(1) of the European Procurement Regulations,

the Applicant shall be excluded from the competition;

(b) if the Applicant (or a member of the Applicant, where the applicant is a consortium, joint venture or partnership), is in any of the situations listed in Regulation 57(4) or 57(8) of the European Procurement Regulations that are applied by the Contracting Authority for the purposes of this competition, the Applicant may be excluded from the competition.

Any Applicant which is in one of the situations referred to above must provide details of any factors or circumstances which it believes are relevant to the Contracting Authority's assessment of whether the existence of these grounds should lead to the exclusion of the Applicant. For example, where an Applicant is in one of the situations referred to above but has taken measures which it believes are sufficient to demonstrate its reliability, that Applicant may provide evidence of such measures to the Contracting Authority for consideration. Applicants should note that, with regard to the situations listed in (a) above, the circumstances which the Contracting Authority may take into account before deciding whether or not to exclude an Applicant are prescribed by law, and Applicants are directed to Regulation 57 of the European Procurement Regulations in this regard.

If an entity being relied upon is in one of the situations listed above, the Contracting Authority may require that the Applicant replaces such entity with another entity which is not in any of these situations. In the event that the entity cannot be replaced with another entity to whom the grounds do not apply (including where the Contracting Authority concludes that to permit such replacement would be contrary to law), the Contracting Authority reserves the right to eliminate the Applicant from the competition.

Where grounds for exclusion apply in the competition, the Applicant, each member of the Applicant and any entity being relied upon by the Applicant (or any member of the Applicant), must provide a self-declaration regarding the situations referred to above in the form in the 'Self-Declaration re Regulation 57' in **the Applicant Submission Document (Appendix G)**.

The Contracting Authority reserves the right to exclude any Applicant from the competition should the Contracting Authority be of the view that entry into the Framework with such Applicant (bearing in mind any Applicant members (here the Applicant is a consortium, joint venture or partnership), entities relied upon or subcontractors) would be contrary to any applicable law or regulation, including any applicable sanctions regimes.

Where required Applicants shall be required to disclose in the Applicant Submission any issues giving rise to possible sanctions applications.

Applicants are required to provide a declaration (in the form 'Self-Declaration re Regulation 57' in Appendix G of the Applicant Submission Document) in relation to Regulation 57 (Exclusion Grounds) of the European Procurement Regulations.

Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

5. AWARD CRITERIA

Only tenders which meet the Selection Criteria (4.0) and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria.

Tenderers should ensure that they have submitted sufficient relevant information to allow their Tenders to be assessed under each of the Award Criteria set out below.

Prior to the detailed evaluation of Tenders, the Contracting Authority shall assess Tenders for their completeness and compliance with any minimum/mandatory requirements. Only those Tenders assessed as complete and compliant shall be evaluated using the Award Criteria detailed below. Any Tender which fails to meet a minimum/mandatory requirement is liable to be eliminated and not considered further in this competition.

The framework will be awarded on the basis of the following award criteria and weightings.

Table 6.1: Summary Table of Award Criteria

Ref	Award Criteria	% Weighting	Maximum Marks Available	Minimum Marks – 40%
A	Framework Team Management Structure & CV's	20%	200	80
B	Reference Projects / Relevant Company Experience	40%	400	160
C	Delivery Methodology - Celbridge	20%	200	80
D	Cost	20%	200	N/A
		100%	1,000	

Table 6.2: Detailed Award Criteria Table

Criterion A	Weighting	Maximum Marks	Minimum Marks Required (40%)
	20%	200	80
Title	Framework Team Management Structure & CV's		
	Tenderers are required to submit details of the personnel proposed for the delivery of requirements of the framework. Tenderers shall include the following: 1. Framework Team Organisation Chart (20 Marks) Framework Team Organisation Chart identifying direct personnel, consultants/sub-consultants making up the team and the key personnel. <u>Maximum of 1 x A3 page.</u> <u>One (1) no. curriculum vitae (CV) must be provided for each of the positions identified below. Each CV must be completed in the CV template format provided at Appendix B of the Applicant Submission Document and must be limited to a maximum of two (2) no. A4 pages.</u>		

The same individual may be nominated to fulfil more than one role. Where this is the case, a separate CV submission shall be provided for each role, clearly demonstrating how the individual satisfies the minimum requirements and relevant experience for that specific role.

Each role will be evaluated independently against the requirements set out below. Where the same individual is proposed for multiple roles, the Contracting Authority will assess that individual separately for each role, having regard to the specific requirements of the relevant role.

The Contracting Authority reserves the right to take into account the suitability and credibility of the proposed resource allocation, including whether the proposed personnel can reasonably fulfil the roles for which they have been nominated having regard to the requirements of the Contracting Authority, the Framework Agreement and the Initial Call-Off Contract.

The experience requirements for each proposed position are set out below. Tenderers must demonstrate each proposed candidate's experience by providing project examples that clearly evidence the candidate's role, responsibilities and relevant experience on projects of a similar nature, scale and complexity to those required under the Framework Scope of Requirements.

All project examples must have been practically completed within the last five (5) years.

2. Director (Contractors Representative) (45 Marks)

The Tenderer's proposed Director (Contractor's Representative) shall have a minimum of ten (10) years' post-qualification experience managing large site investigation projects of a similar nature, scale and complexity to the services required under the Framework Agreement and the Initial Call-Off Contract described in Section 2.4. The proposed Director shall demonstrate appropriate technical knowledge and experience in the management, direction and delivery of site investigation works and be responsible for the overall technical oversight and delivery of the services.

3. Contracts Manager / Supervisor (45 Marks)

The Tenderer's proposed Contracts Manager / Supervisor shall have demonstrable experience in the delivery and management of large site investigation works contracts relevant to projects of a similar nature, scale and complexity to the services required under the Framework Agreement and the Initial Call-Off Contract described in Section 2.4.

The proposed Contracts Manager / Supervisor shall be responsible for the overall management and delivery of the site investigation works. They shall have a minimum of five (5) years post qualification experience in the direct management of comparable site investigation works and shall hold an appropriate third level qualification (e.g. Engineering or equivalent) and/or membership of a relevant professional body.

The person nominated for this role shall also demonstrate recent training and practical experience in environmental, health and safety management relevant to

projects of a similar nature, scale and complexity to the services described in Section 2.4 and the wider Framework Scope of Requirements set out in Section 2.3.

4. Geotechnical Specialist (45 Marks)

The Tenderer's proposed Geotechnical Specialist shall specialise in Geotechnical Engineering and have demonstrable experience in the delivery of large site investigation works contracts relevant to projects of a similar nature, scale and complexity to the services required under the Framework Agreement and the Initial Call-Off Contract described in Section 2.4. The proposed Geotechnical Specialist shall be responsible for the geotechnical assessment and reporting of the site investigation works.

5. Environmental Specialist (45 Marks)

The Tenderer's proposed Environmental Specialist shall have demonstrable experience in Environmental Engineering and in the delivery of large site investigation works contracts relevant to projects of a similar nature, scale and complexity to the services required under the Framework Agreement and the Initial Call-Off Contract described in Section 2.4. The proposed Environmental Specialist shall be responsible for the preparation, review and reporting of geo-environmental assessments and recommendations associated with the site investigation works.

Applicants' CVs should, where possible, demonstrate experience on projects of a similar nature, scale and complexity to the services required under the Framework Agreement, including the Framework Scope of Requirements set out in Section 2.3 and the Initial Call-Off Contract described in Section 2.4 of this RFT.

In assessing the proposed personnel, the Contracting Authority will have regard to the relevance, scale, complexity and quality of the previous experience demonstrated, together with the extent to which the experience aligns with the scope of services and deliverables required under this Framework Agreement.

Any Applicant that fails to achieve at least **40%** of the available marks for this criterion will be eliminated from the competition.

Where a proposed individual does not satisfy the mandatory minimum requirements specified for a particular role, that role will be awarded **0 (zero)** marks. Where the same individual is nominated for more than one role, each role will be assessed independently against the requirements of that role

Criterion B	Weighting	Maximum Marks	Minimum Marks Required (40%)
	40%	400	160
Title	Reference Projects / Relevant Company Experience		
	The Tenderer shall provide examples of works (the "Reference Projects") that are similar in nature, scale, scope and complexity to the services required under this Framework Agreement. The Reference Projects shall be submitted in the format specified below. <u>Page Limit</u> The Project Experience Template at Appendix C of the Applicant Submission Document must be used for each Reference Project and must be limited to a maximum of two (2) no. A4 pages for each Reference Project. The applicant may include visual references within the two (2) page limit, if they choose. If more than two (2) pages are included per project, then only the first two (2) pages will be assessed. <u>Number of Reference Projects</u> Four (4) no. reference projects must be submitted in response to this criterion. If the Applicant submits more than four (4) reference projects, only the first four (4) listed/included in the response will be considered. At least one (1) no. Reference Project must be provided for each of the items labelled (A) and (B) below (the same project(s) can be used under each heading if deemed appropriate by the Applicant); A. Site Investigation Works delivered in an urban environment delivered under direct appointment by the Contracting Authority/Employer (i.e. not as a subcontractor to a Main Contractor). B. Site Investigation Works Contract completed with a final contract value exceeding €75,000 (Seventy-five thousand euro) (excl. VAT) <u>Note, where the same Reference Project is submitted to satisfy both mandatory requirements (A) and (B), it will only be evaluated once.</u> The Applicant should note that the following <u>non-exhaustive</u> list of factors will be taken under consideration in the evaluation of the relevant company experience and higher marks will be awarded for: • Examples where Reference Projects are similar to the Framework scope of requirements (Refer to section 2.3) in terms of nature, scale, scope, complexity, and the likely challenges to the works required. • Evidence and examples of collaborative behaviours and stakeholder engagement. • Evidence of effective quality management and health and safety procedures implemented to minimise risk when working in proximity to live utilities.		

- Evidence demonstrating collaboration with the Project Engineer in developing, refining or improving the scope of the site investigation based on the Tenderer's specialist knowledge and technical expertise.
- Evidence and examples of projects which have placed a high emphasis on soil waste classifications and the soil disposal options available.

In assessing the Reference Projects, the Contracting Authority will have regard to; the relevance of the project to the Framework Scope of Requirements, the scale, complexity and technical challenges of the project; the Tenderer's role and level of responsibility; the quality of the information provided; and the extent to which the Reference Projects demonstrate the Tenderer's capability to deliver the services required under this Framework Agreement.

Each Reference Project must have been completed no more than five (5) years prior to the date of issue of this RFT.

The Contracting Authority will assess and score the Reference Projects presented and any Applicant who fails to achieve at least 40% of the available marks applicable to this criterion will be eliminated.

Criterion C	Weighting	Maximum Marks	Minimum Marks Required (40%)
	20%	200	80
Title	Delivery Methodology - Celbridge		
Description	Tenderers shall provide a detailed methodology for the delivery of the Celbridge Site Investigation Works, taking into account the project specification prepared by CS Consulting, the specific characteristics of the project, and the Tenderer's own assessment of the site conditions. The methodology shall demonstrate the Tenderer's understanding of the project requirements and clearly describe the proposed approach to the planning, management and delivery of the works. The methodology should, as a minimum, address the following (non-exhaustive) matters: • Site establishment, access, security, welfare facilities, plant and equipment; • Proposed sequence and programme of works; • Risk identification and mitigation measures; • Quality assurance and quality control procedures; • Site supervision and communication arrangements; • Reporting procedures • Environmental management, health and safety management, including the Tenderer's approach to undertaking the PSCS role. The evaluation of this criterion will include, but not be limited to, consideration of the following: • the Tenderer's understanding of the project-specific requirements and site constraints; • the suitability, practicality and robustness of the proposed methodology; • the extent to which risks have been identified and appropriate mitigation measures proposed; • the proposed quality, environmental and health and safety management arrangements; • the proposed sequencing and coordination of the works; and • the overall clarity, completeness and quality of the submission. Higher marks will be awarded to Tenderers that demonstrate a comprehensive, practical and project-specific methodology that clearly addresses the requirements of the Initial Call-Off Contract. The Delivery Methodology Template is provided at Appendix D of the Applicant Submission Document. <i>The methodology shall not exceed two (2) single-sided A4 pages.</i>		

Criterion D	Weighting	Maximum Marks	Minimum Marks Required
	20%	200	N/A
Title	Cost - Celbridge		
	Tenders are required to provide their cost proposal for delivery of the Celbridge Site Investigation works, taking into account the assessment of the project specification prepared by CS Consulting, the project's specific characteristics and the Tenderer's own assessment of the on-site conditions. Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender (Appendix 3) and completing the Pricing Documents (Appendix 4). Tenderers are required to return a fully priced pricing document for all works. <u>The pricing documents returned should be in the format of the Pricing documents that were issued with the tender documents.</u> For the avoidance of doubt, this requirement stipulates that the quantities and rates are to be provided with the tender.		

5.1 Evaluation of Submissions

Applicants should refer to Section 4 (Selection – Pass/Fail criteria) & Section 5 (Award – Qualitative criteria) of this document, which identifies the information to be submitted in your application. Each application will be assessed in accordance with the criteria outlined, a summary of which is provided in the table below:

RFT Ref.	Description	Max. Score Achievable
4.0	Selection Criteria	Pass / Fail
4.3	General, Declaration and Financial Requirements - Tax - Certified Annual Average Turnover - Insurance	Pass / Fail
4.4	Technical Criteria - Statement of Technical and Professional Capability - Health & Safety Information - Quality Information - Environmental Information - Self-Declaration Re Regulation 57	Pass / Fail
5.0	Award Criteria	
Criterion A	Organisation Structure & Resource Experience	200
(1)	Organisational Chart	20
(1)	Director (Client Representative)	45
(2)	Contracts Manager / Supervisor	45
(3)	Geotechnical Specialist	45
(4)	Environmental Specialist	45
Criterion B	Relevant Company Experience	400
(1)	Reference Project 1	100
(2)	Reference Project 2	100
(3)	Reference Project 3	100
(4)	Reference Project 4	100
Criterion C	Delivery Methodology	200
Criterion D	Cost	200
	TOTAL SCORE:	1000

Notes

- Applications will firstly be assessed according to the Pass / Fail criteria set out within the RFT at Sections 4.3.1 to 4.4.5 inclusive (Pass/Fail).
- If an application passes all criteria in the Pass/Fail criteria, it will be evaluated under the Qualitative Assessment at Section 5. Applications must pass the minimum standard before receiving marks under the Qualitative Assessment.
- If an application does not achieve the minimum standard for any criterion, it will be deemed to have failed the assessment and will be eliminated from the procurement procedure. Applicants should note that they must achieve a minimum rating of 40% for each of the criteria set out at Criterion 5(A) to Criterion 5(C) in order to avoid elimination from the procurement procedure. If during RFT evaluation it is assessed that the Applicant has not achieved the minimum score required for any criterion [5(A) to 5(C)], the Applicant will be eliminated from the evaluation process, and the other criteria will not be evaluated.
- It is the Applicant's responsibility to clearly outline its compliance with the RFT requirements.
- Applicants should note the page limits noted in each respective selection criteria. The Contracting Authority shall only consider and evaluate the response up to the maximum page limit as noted for each respective criterion. If an Applicant exceeds the maximum page limit the Contracting Authority will only evaluate that part of the Applicant's response up to the maximum page limit. Any part of the Applicant's response which exceeds the maximum page limit shall not be evaluated. The page limit applies to any photographs / graphics, etc. provided as part of the Applicant's responses.
- Applicants should note the response templates provided in Applicant Submission Document. These must be used where stated. The Contracting Authority will be entitled at its absolute discretion (but will not be obliged) to eliminate responses where the provided templates are not used by the tenderer.

If an application fails to comply in any respect with the requirements set out in this RFT or the Applicant Submission Document or is ambiguous, the Contracting Authority will be entitled at its absolute discretion (but will not be obliged), to take such steps as it considers appropriate (at its sole discretion) including (but not limited to):

- a) rejecting the relevant response as non-compliant.
- b) without prejudice to the Contracting Authority's right to reject the response:
 - a. meet with, raise issues and/or seek clarification from the Applicant in respect of the relevant response;
 - b. request the Applicant to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
 - c. waive a requirement which, in the opinion of the Contracting Authority, is not material and/or is procedural; and/or
 - d. amend the relevant requirement and invite the other Applicants to adjust their respective responses on the basis of such revised requirement.

The Contracting Authority may seek clarification of any aspect of any response. The Contracting Authority may, at its absolute discretion (but will not be obliged) seek clarification or verification of any aspect of an Applicant's submission or any response.

- Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.
- Appointment to the Framework may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.
- Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the appointment to the framework.

5.2 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score in respect of the Cost Criterion (Award Criteria A):

The lowest cost tender that also meets all the minimum requirements of the qualitative Award Criteria will receive the maximum score achievable under the Cost Criterion (Award Criteria A). The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the Tender being evaluated	B
Maximum Points available for Cost	200
Formula employed	$\frac{200 \times A}{B}$

5.3 Methodology for Calculating Scoring of Qualitative Criteria

Tenderers **MUST** achieve each of the Minimum Qualifying Thresholds for each of the Award Criterion. Failure to achieve any Minimum Qualifying Threshold will result in the Tenderer being eliminated from the Competition,

For each of the individual Award Criterion, the following Scoring Methodology will be applied:

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.

70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
40 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client – adequately supported.
Less than 40% is unacceptable		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

5.4 Applicant's Final Score for Shortlisting

The weighted scores for each Criterion added together will represent each Tenderer's final score. Subject to there being a sufficient number of compliant and suitable tenders, the top six (6) ranked Tenderers will be appointed to the Framework Agreement. The Contracting Authority reserves the right to increase the number of Applicants should there be a tie for sixth place.

The Contracting Authority reserves the right to establish the Framework Agreement with fewer than six (6) Framework Members where fewer than six (6) compliant or suitable tenders are received.

Where a Tenderer selected for appointment to the Framework Agreement subsequently withdraws, declines appointment or is excluded from the procurement process prior to execution of the Framework Agreement, the Contracting Authority may, at its sole discretion and without obligation, offer appointment to the next highest-ranked compliant Tenderer.

5.5 Clarification / Verification Meetings

Award of contract/appointment to the framework agreement may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

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

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

5.6 Clarification of Abnormally Low Tenders

If the Contracting Authority considers that a Tender may be abnormally low or otherwise commercially unsustainable in light of the tendered price, costs, proposed indicative hours or any other financial aspect of the Tender, the Tenderer may be invited to provide such clarification, explanations and supporting evidence as the Contracting Authority considers necessary.

The Contracting Authority will consider any explanations provided before determining whether the Tender is capable of being performed in accordance with the requirements of this RFT. Failure to provide satisfactory explanations or supporting evidence, or to otherwise satisfy the Contracting Authority that the Tender is sustainable and capable of being performed, may, at the discretion of the Contracting Authority

and in accordance with the applicable procurement legislation, result in the Tender being rejected on the grounds that it is considered to be abnormally low.

6. INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and Tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) are liable to be rejected.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required Tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic postbox, please note that Tenderers must ensure they have submitted the response completely. It is advisable that Tenderers familiarise themselves with the new platform prior to the Tender Deadline.

To submit a document to the electronic postbox, please note that Tenderers must click “Submit Response”. After submitting Tenderers can still modify and re-send their Tender submission up until the Tender Deadline. Tenderers should be aware that the “Submit Response” button will be disabled automatically upon the expiration of the Tender Deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the Tender Deadline. It is the responsibility of the Tenderer to ensure that their Tender is complete and is uploaded and submitted by the Tender Deadline.

Please note that the Contracting Authority take no responsibility for Tenderers' uploading and submitting of Tender responses/submissions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

6.2 Closing date for Tenders

The closing date for tenders	is 31st August 2026 at 16:00 hrs local time (IST)
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

The closing date for queries	is 20th August 2026 at 16:00 hrs local time (IST)
Process for submitting queries	Via www.etenders.gov.ie only

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

6.4 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of [6 months] is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenders / Amending Tender Documentation

Tenderers must ensure the following:

- (a) The first page of their tender contains all relevant contact information.
- (b) All responses should include page numbers and a contents page.
- (c) Follow, where possible the number structure of the Invitation to Tender.
- (d) Ensure that the tender response is structured in a format for ease of evaluation customised to the RFT.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.8 Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or his staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

6.11 Rights Reserved

This RFT is for information purposes only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the RFT thoroughly. While all reasonable steps have been taken to ensure that the information set out in the RFT is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the RFT or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers.

No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. No responsibility or liability for any loss or damage arising as a result of reliance on the RFT, or for the information contained in the RFT (including any errors in or omissions from the RFT Document) is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of the RFT (including any errors in or omissions from the RFT).

6.11 Rights Reserved

Without prejudice to any other provision herein, the Contracting Authority reserves the right at any time, without liability, to:

- (a) amend or change the Tender procedures (including but not limited to the timetable for the competition);
- (b) amend this document, its requirements and any information contained herein at any time by notice, in writing, to the Tenderers;
- (c) amend the Works Contract, their requirements and any information contained therein at any time by notice, in writing, to the Tenderers;
- (d) not furnish Tenderers with additional information in respect of any aspect of the Project or the competition;
- (e) refrain from considering any Tender further if it is not in accordance with the requirements, conditions and instructions of this RFT;
- (f) accept or reject any late documents where the Contracting Authority considers, in its absolute discretion, that this is appropriate and in accordance with applicable procurement principles;
- (g) reject any or all of the Tenders received;
- (h) reject or disqualify a Tenderer where that Tenderer:
 - (i) contravenes any terms and conditions of the competition;
 - (ii) is guilty of material misrepresentation during the course of the competition;
 - (iii) is subject to any other grounds for exclusion which materialise during the competition;
- (j) not to appoint any Tenderer to enter into the Works Contract;
- (k) terminate and abandon the competition at any time; or
- (l) use the negotiated procedure without a further call for competition in permitted circumstances.

The Contracting Authority reserves the right, in its absolute discretion to take such steps as it considers appropriate to ensure that genuine competition and transparency are maintained throughout the competition.

6.11 Correction of Errors

Detailed pricing of all Tenders will be examined for errors that might alter the Tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the Tender. In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the total amount as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority. Should discrepancies be uncovered the Contracting Authority may clarify the position with the Tenderer. Without prejudice to the above, a Tenderer not accepting the proposed method of clarification as outlined may have their Tender rejected.

6.12 Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract/appointment to the framework shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract/appointment to the framework. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract/appointment to the framework, depending on when the conflict of interest comes to light.

6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.16 Late Tenders

Tenders submitted after the Tender Deadline are liable to be rejected.

6.16 Bid Costs

Each party shall be liable for its own costs and expenses in relation to the preparation and submission of a Tender under this RFT and the conduct of any subsequent clarifications and negotiations. The Contracting Authority has no obligation whatsoever to reimburse any Tenderer in respect of any loss, damage, cost, expense, charge, fee or liability incurred by it either in the preparation and submission of its Tender, in any subsequent development of its Tender or any other proposals made to the Contracting Authority or arising from clarifications and negotiations with the Contracting Authority in connection with the possible award of the contract, or otherwise as a result of its participation in the procurement process. No contract or quasi-contractual relationship shall exist or be deemed to exist between the Contracting Authority and one or more of the Tenderers on the basis of pre-Tender documentation.

6.17 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.17 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- When establishing frameworks with or without an initial contract
 - a) Confirmation of Appointment to Framework
 - b) Letter of Regret
 - c) Decision not to proceed with the establishment of the framework

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer and that of successful tender; features and characteristics of successful tender where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

6.18 Award Notices

Following the award of contract/appointment to the framework, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.20 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors

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

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

6.24 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 Relevant Legislation

(a) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract[s] awarded on foot of this tender process will be governed by Irish law.

(b) Health & Safety

With respect to the jurisdiction where the supply of goods or services will be provided, the successful Tenderer must comply with the following Health and Safety legislation as applicable;

- The Safety, Health & Welfare at work Act 2005

Anti-Competitive Conduct

Tenderers attention is drawn to the following legislation:

- The Competition Act 2002

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.

(c) Accessibility/Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(d) Relevant Contract Tax/Withholding Tax

The Employer shall be entitled to make any deduction or withholding on account of tax required by law or practice of the Revenue Commissioners, including, without limitation, any deduction or withholding necessary to fulfil its obligations under Sections 530A to 530V of Chapter 2 of Part 18 of the Taxes Consolidation Act 1997 (Payments to sub-contractors in certain industries) and any regulations made thereunder.

(e) Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

(f) Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

(g) Data Protection

"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"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where 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 Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the "Declarations" section of Section 8 of this document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.26 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

Appendix 1: Applicant Submission Document

Appendix 2: Multi-Party Framework Agreement & Call Off Contract

Appendix 3: Form of Tender

Appendix 4: Pricing Schedule

Appendix 5: Initial Project Specification (Celbridge)

Appendix 6: LDA Insurance Questionnaire

Appendix 7: LDA Data Processing Agreement

Appendix 8: Key Performance Indicators