Comhairle Cathrach Bhaile Átha Cliath
Dublin City Council

Gníomhaireacht Bainistíochta an Chisteáin Náisiúnta
National Treasury Management Agency

An Ghníomhaireacht Airgeadais d'Fhorbairt Náisiúnta
National Development Finance Agency

Comhairle Contae Chill Dara
Kildare County Council

REQUEST FOR TENDERS

For the award of contract(s) for employers representative, technical advisory and assigned certifier services for the Project Barrow Social Housing Design & Build Contract

National Development Finance Agency (NDFA)

23 July 2026

Table of Contents

1. INTRODUCTION 3

2. STRUCTURE OF THIS COMPETITION 5

3. SCOPE OF SERVICES 6

4. GENERAL INFORMATION 8

5. COMPLETION OF TENDER 13

6. SUBMISSION OF TENDERS 16

7. AWARD OF CONTRACT(S) 17

SCHEDULE 1 MINIMUM REQUIREMENTS 19

SCHEDULE 2 AWARD CRITERIA 30

SCHEDULE 3 FORM OF TENDER 33

SCHEDULE 4 THE SERVICES 50

SCHEDULE 5 STANDARD CV FORMAT 51

SCHEDULE 6 HEALTH AND SAFETY DECLARATION 52

1. INTRODUCTION

The National Treasury Management Agency is a State body which operates with a commercial remit to provide asset and liability management services to Government. It has evolved from a single function agency managing the National Debt to a manager of a complex portfolio of public assets and liabilities.

Businesses managed by the NTMA include:

- The Funding and Debt Management Unit;
- The Irish Strategic Investment Fund;
- The National Development Finance Agency;
- NewEra;
- The State Claims Agency; and
- The Future Ireland Funds.

The NTMA also provides staff and business support services to:

- The National Asset Management Agency;
- The Strategic Banking Corporation of Ireland; and
- Home Building Finance Ireland.

Further information on the NTMA can be found on www.NTMA.ie

References to "NDFA" contained in this Request for Tenders ("RFT") refer to the NTMA when performing its functions as the National Development Finance Agency under Part 4 of the National Treasury Management Agency (Amendment) Act 2014. Acting as the National Development Finance Agency (NDFA), the NTMA provides financial advice to State authorities in respect of those public investment projects which are referred to it, with a capital value over €75 million. The NDFA may also provide financial advice to State authorities on certain projects below this threshold. In this role, the NDFA advises State authorities on the optimal financing of public investment projects in order to achieve value for money.

The NDFA also procures and delivers Public Private Partnership (PPP) projects as requested by State authorities (with certain exceptions such as Transport Infrastructure Ireland). In this role the NDFA is responsible for delivering, in a sustainable manner, a project referred to it, and for handing it over to the relevant sponsoring body after construction is complete and the asset is operational.

In addition, the NDFA provides contract management and support services in respect of

the operations and management of certain existing PPP facilities, and the direct procurement of certain Exchequer-funded projects on behalf of the Department of Education and Youth (DoEY) and the Department of Housing, Local Government and Heritage (DHLGH).

Further information about the NDFA can be found at www.ndfa.ie

The NDFA reserves the right at its discretion to update or amend any information contained in this RFT at any time.

1.1 Project Barrow Social Housing Design & Build Contract

To assist the DHLGH in the delivery of its overall housing programme, it has been agreed that the Project Barrow Social Housing Design & Build Contract ("**Project Barrow**") will be procured and delivered by the NATIONAL TREASURY MANAGEMENT AGENCY ("**NTMA**") describing itself as NATIONAL DEVELOPMENT FINANCE AGENCY ("**NDFA**") as agent for and on behalf of Dublin City Council ("**DCC"**) and Kildare County Council ("**KCC"**). Project Barrow consists of approximately 317 housing, duplex and apartment units across 4 sites as outlined in Table 1 below.

Site	Local Authority	No. of Units	Estimated Duration
Shangan Road, Ballymun, Dublin 9	Dublin City Council	93	24 months
Collins Avenue, Whitehall, Dublin 9	Dublin City Council	83	25 months
Ready Mix Site, East Wall Road, Dublin 3	Dublin City Council	68	25 months
Ardrew, Athy, Co. Kildare	Kildare County Council	73	22 months
	Total Units	**317**	

Table 1: Project sites

All sites within Project Barrow have full planning permission, fire and disability access certification and will be delivered by way of a design and build contract (**"D&B Contract"**). The NDFA intends to make available relevant background information including planning information, surveys and design development details after Stage 1 of the procurement process.

The 'Projects' section of the NDFA website https://www.ndfa.ie/projects will be updated from time to time and so prospective applicants ("**Applicants**") are advised to visit it regularly. The NDFA reserves the right to amend, alter or vary the above information and the associated documents at any other stage during the procurement process.

1.2 Appointment of a Design and Build Contractor

The sites and housing units will be delivered under an exchequer funded, traditionally procured D&B Contract (utilising the public works contracts (Capital Works Management Framework (CWMF) form PW–CF2). All four sites will be procured together and will be delivered by the same design and build contractor ("D&B Contractor") appointed as a single entity or joint venture (JV). It is currently envisaged that separate contracts will be

entered into for each site with the D&B Contractor by the NDFA, acting as agent on behalf of the relevant Local Authority and that the award of each contract may be on a staggered basis.

1.3 Services Required

The services that are required by the NDFA relating to the Programme are described in Section 3.1 below and in Schedule 4 of this RFT.

2. STRUCTURE OF THIS COMPETITION

2.1 This RFT includes the attached schedules and all supporting and supplemental information.

2.2 This competition is being run under the open procedure in accordance with Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016, as amended.

2.3 This call for competition to tenderers (each a "**Tenderer**") is for the award of two contracts to the successful Tenderer(s) (each a **"Consultant"**) for Employer's Representative (ER) and Technical Advisory (TA) services ("**ER/TA Services**") and Assigned Certifier (AC) services ("**AC Services**") for Project Barrow in two lots as follows:

- Lot 1 – ER/TA Services
- Lot 2 – AC Services

Tenderers will be allowed to submit tenders for and may be awarded contracts for both Lot 1 and Lot 2. If a Tenderer is successful under both Lot 1 and Lot 2, it is envisaged that it must enter into a single multi-disciplinary appointment.

Tenderers may only submit one tender per Lot and any one entity may only participate in one tender per Lot.

The NDFA reserves the right at its absolute discretion to procure services of a similar nature to the ER/TA Services and AC Services by means of separate tender competitions.

2.4 The form of contract to be used for both lots is the COE1 Standard Conditions of Engagement for Consultancy Services (Technical) v.2j 30-09-2024 (the **"Contract").**

2.5 Tenderers should submit their responses to the RFT in full compliance with Schedule 3 (Form of Tender).

2.6 Subject to section 5.4 (Compliance), only those Tenderers who satisfy the minimum requirements as set out in Schedule 1 (Minimum Requirements) may be permitted

to proceed further in this competition. Any Tender that fails to meet a minimum requirement will be eliminated.

2.7 Tenderer(s) will be awarded contract(s) on the basis of the most economically advantageous tenders submitted, determined using the award criteria specified in Schedule 2 (Award Criteria). The successful Tenderer(s) shall be awarded contract(s) subject to the preconditions detailed in section 7.3 (Preconditions to Contract).

2.8 Any services awarded to a Consultant shall be governed by the terms set out in the Contract(s) to be entered into between the NDFA and that Consultant.

3. SCOPE OF SERVICES

3.1. ER/TA Services and AC Services

The NDFA requires the provision of ER/TA Services and AC Services to Project Barrow. It is proposed to award two separate contracts as follows:

- Lot 1: ER/TA Services
- Lot 2: AC Services

The services to be performed by the Consultant(s) on each lot include the following:

Lot 1: ER/TA Services

- Consultant team management, construction contract administration and supervision;
- Architectural advisory services including landscape and other specialist disciplines;
- Civil and Structural engineering advisory services;
- Mechanical and Electrical engineering advisory services;
- Cost Management;
- Fire Safety Engineering;
- Safety and health advisory services
- Construction Quality Monitoring

Lot 2: AC Services

- Inspect and co-ordinate the implementation of the Inspection Plan and inspection activities of others during construction.
- Act as the single point of contact with the Building Control Authority during construction, to certify the building or works on completion in accordance with the Building Control (Amendment) Regulations.
- Provide and sign the relevant statutory certificates.

The services to be provided under each contract are more particularly described in Schedule 4 (The Services).

3.2. Additional Services

The NDFA may from time to time require the successful Tenderers to undertake additional services ("**Additional Services**"). The NDFA reserves the right to request a fixed fee for any Additional Services should it deem it expedient to do so in its absolute discretion.

3.3. Consortia

a. If a Tenderer is forming a consortium for the purposes of submitting a tender, they must identify the consortium members and confirm that all members will be jointly and severally liable for the provision of the Services.
b. If forming a consortium, a lead must be identified in the tender who will be responsible for all communications and co-ordination of the Services.
c. Tenderers must clearly identify in their tender which consortium member is performing which element of the Services and explain the consortium member's capability and experience as the context of the specific criterion requires.
d. A consortium will not be required to convert into a specific legal form in order to submit a tender. The NDFA reserves the right, amongst other solutions, to require that the Contract(s) be entered into with each member of the consortium on the basis of joint and several liability or to contract with one member of the consortium as prime consultant to whom the other members will be sub-consultants.

3.4. Subconsulting

a. Where a Tenderer comprises a lead consultant (who will execute the Contracts(s)) and a number of sub-consultant(s), such sub-consultant(s) may be required to enter into a collateral agreement with the NDFA (in a form approved by the NDFA) and contract award may be conditional upon the provision of such collateral agreements. The NDFA reserves the right to approve the sub-contract(s) and will expect that the relevant terms of the Contract between the NDFA and the lead consultant will be reflected in such sub- contract(s) insofar as they apply to the relevant sub-consultant(s).
b. Irrespective of any subconsulting arrangements, the lead consultant shall be the contracting party under the Contract(s) and is liable for the delivery of all Services awarded pursuant to the Contract(s).

3.5. Reliance on Resources

If a Tenderer is relying on the resources of a parent or other entity in order to meet the minimum requirements detailed in Schedule 1 (Minimum Requirements) (including, for the avoidance of doubt, with respect to turnover), the Tenderer must demonstrate the commitment of such other entity to provide the necessary capacities, for example by providing a letter from such entity confirming that it will

provide the capacities or resources being relied upon and will execute a contractual commitment to that effect if required by the NDFA to do so (and in such circumstances the NDFA reserves the right to require such a commitment as a condition of a contract award).

Where an entity is being relied upon in order to meet minimum selection criteria 4 (Minimum Experience), the Tenderer must confirm that the entity being relied upon will itself perform any Services for which those capacities are required. If this is not established to the satisfaction of the NDFA, the NDFA will assess the suitability of the Tenderer without taking into account the capacities of such entity.

4. GENERAL INFORMATION

4.1. Conflict of Interest

a. Any actual or potential conflict of interest, whether personal, professional or commercial, must be fully disclosed in writing to the NDFA and on an on-going basis throughout this competition and the term of the Contract as soon as any actual or potential conflict becomes apparent.
b. In the event of an actual or potential conflict of interest, the NDFA will, in its absolute discretion, decide on the appropriate course of action, which may involve the exclusion of the relevant Tenderer from the process. If the NDFA determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Tenderer has demonstrated to the reasonable satisfaction of the NDFA that appropriate safeguards and measures to manage the conflict have been put in place, then the NDFA may decide to take no action.
c. The NDFA may, in its absolute discretion, decide to terminate the Contract because of an actual or potential conflict of interest or due to any actual or potential conflict that was not disclosed by the Tenderer to the NDFA either before the Contract was awarded or where an actual or potential conflict arose during the Contract was not brought to the attention of the NDFA.

4.2. Tendering Costs

Tenderers shall bear all costs associated with participating in the competition, including but not limited to the preparation, submission and clarification of their tenders. The NDFA will not be responsible and/or liable for any costs, expenses, or losses which may be incurred by the Tenderer in connection with its participation in the competition, regardless of the conduct or outcome of the tender process.

4.3. No Liability

Tenderers may not rely on any information or statements contained in this RFT and the NDFA makes no representation or warranty, express or implied, in relation to

such information. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFT will be construed as legal, financial or technical advice. The NDFA shall have no liability or responsibility in relation to the accuracy, adequacy or completeness of any information or statements or for the reasonableness of any assumption made in this RFT. The NDFA will incur no liability or responsibility arising out of, or in respect of, this RFT.

4.4. No Legal Obligation

Tenderers may not rely on anything contained in this RFT as a representation of fact or promise regarding the future, nor as constituting the basis of a contract that may be concluded in relation to the Services. No contractual relationship, implied or otherwise, or any other legal obligation (including with regard to this competition) will arise between a Tenderer and the NDFA until the Contract(s) have been executed by the NDFA and the successful Tenderer(s) and any conditions precedent to its effectiveness have been fulfilled.

4.5. Governing Law and Jurisdiction

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

4.6. Confidential Information

Subject to section 5.13 (Freedom of Information and Data Protection), if a Tenderer considers that any of the information supplied in its tender should not be disclosed because it is confidential, the Tenderer should, when providing the information, identify that information as “confidential” and specify reasons for its confidentiality. The NDFA will determine, in its absolute discretion acting reasonably, whether such information should be treated as confidential.

4.7. Right to Amend or Terminate the Tender Process

The NDFA may, in its absolute discretion:

a. change the basis of, or the procedures (including the timetable) relating to the tender process;

b. reject any or all of the tenders;

c. invite Tenderers to proceed further at any stage of the tender process;

d. do such things or engage in such actions as it deems necessary to ensure that the Services and provision thereof yield value for money, which may include requiring a re-submission of any element of tenders;

e. furnish Tenderers with additional information in respect of any aspect of the Services; or

f. abandon the tender process.

4.8. Addendum to RFT Documents

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

4.9. Requests for Clarification and Enquiries, Ambiguity, Discrepancy, Error or Omission

a. Any queries, perceived ambiguity, discrepancy, error or omission Tenderers may have in relation to this RFT must be directed to the messaging facility on www.etenders.gov.ie

The NDFA intends to respond to all Tenderers, by issuing a notice on www.etenders.gov.ie of its decision in respect of such perceived ambiguity, discrepancy, error, omission or query. No other communication by the NDFA shall be considered valid. Tenderers shall make all requests for clarification or enquiries relating to the RFT in writing as soon as possible, but in any case, not later than **Thursday 27~~13~~th August 2026 at 16:00 hours Dublin time**. The NDFA reserves the right to, but is not obliged to, respond to queries received after that deadline. The NDFA does not undertake to respond to all queries received.

b. If a Tenderer believes that a query and/or its response relates to a confidential or commercially sensitive aspect of its tender it must mark the query as "confidential" or "commercially sensitive". If the NDFA, at its discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential (subject to any applicable legal requirements). If the NDFA is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or raise any objection within 2 working days and state the grounds for objection. If the query is not withdrawn or no objection is raised or the NDFA is of the opinion that notwithstanding the objection or withdrawal, the query is not confidential or commercially sensitive, the NDFA may issue the query and its response to all of the Tenderers.

c. All responses to requests by Tenderers, contained in addenda issued by the NDFA, will contain the terms of the request (or a summary of it) but shall make no reference to the identity of the Tenderer.

d. Once Tenderers have submitted their tenders, they will be deemed to have fully read and understood the tender documents (including the Contract) and to have raised any relevant queries and received all necessary clarifications prior to submitting their tenders.

4.10. Confidentiality and Media Communication

Tenderers must treat all communications with the NDFA as confidential. No comments should be made to the media or any third party without the prior express approval of the NDFA relating to:

a. this RFT or the procedure of awarding the contract(s);

b. any Services awarded to a Consultant; and

c. the provision of the Services.

4.11. Release of Information

The NDFA may, notwithstanding any provision to the contrary in this RFT, publicise or otherwise disclose, to any third party, information regarding the Contract(s), the identity of Tenderers (including details of their respective members), the tender process or the award of the Services (including, without limitation, details of costs and fees and third party disbursements) at any time.

4.12. Interference, Collusion or Canvassing

a. Tenderers who endeavour to influence, collude, induce or interfere in any way with the evaluation process or any award decision may have their tender rejected.

b. If any Tenderer is found to have, at any time, offered to give, or, to have agreed to offer, or, given to any person, any bribe, gift, gratuity, commission or consideration of any kind or an inducement or award for the taking of or forbearing to take any action in relation to the obtaining of its tender, or showing or forbearing to show any favour or disfavour to any person in relation to its tender, the tender submitted by such Tenderer may be disqualified and the circumstances surrounding such action may be referred to the appropriate authority. Any attempt by a Tenderer to influence the process of the tender evaluation or the award of the Contract(s) through canvassing, or, other means, may result in that tender being rejected.

4.13. Environmental, Social and Labour Law

a. In the performance of any contract awarded, the successful Tenderer and their subconsultant (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law,

national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU. The successful Tenderer shall be responsible for compliance with all of the statutory requirements of an employer and, without prejudice to the generality of the foregoing, shall remain solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by it for the purposes of providing the Services.

b. Tenderers shall be required to undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (if applicable) and to indemnify the NDFA for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

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

4.14. Registrable Interest

Any Registrable Interest involving any Tenderer or subconsultant and the NDFA, members of the Government, members of the Oireachtas, or employees and officers of the NDFA and their Relatives must be fully disclosed in the tender, or in the event of this information only coming to the notice of the Tenderer or sub-contractor after the submission of a Tender, must be communicated to the NDFA immediately upon such information becoming known to the Tenderer or sub-contractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.gov.ie The NDFA will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this competition or terminating any contract entered into with an Advisor.

4.15. Further Information

Except in so far as may be directed in writing by the NDFA, no agent or person employed by the NDFA has any authority to make any representation or give any explanation to Tenderers as to the meaning of this RFT or to any other matter so as to bind or restrict the discretion of the NDFA. Tenderers shall not communicate with any employee or agent of the NDFA in connection with this competition except to the extent and in the manner provided in this RFT.

4.16. Individual Meetings

The NDFA and its representatives shall not meet individual Tenderers in relation to this RFT prior to the submission of tenders.

5. COMPLETION OF TENDER

5.1. Form of Tender Requirements

Tenderers must submit:

a. a duly completed tender and such additional supporting information as may be required as set out in Schedule 3 (Form of Tender); and

b. such other information as the NDFA may request prior to the Response Deadline (as defined in section 6.1).

5.2. Minimum Requirements

Subject to section 5.4 (Compliance), only those Tenderers who satisfy the minimum requirements as detailed in Schedule 1 (Minimum Requirements) may be permitted to proceed further in this competition. Tenders which fail to meet a minimum requirement will be eliminated.

5.3. Award Criteria and Evaluation

Tenders will be evaluated based on the award criteria set out in Schedule 2 (Award Criteria).

5.4. Compliance

a. Tenders may not be qualified, expressed to be subject to assumptions or caveats or accompanied by any statement which could be construed as placing the tender on a different footing to other tenders and must be submitted in compliance with this RFT. Tenderers are not permitted to insert items in their tender in addition to those items specifically requested pursuant to this RFT, save where expressly permitted in this RFT.

b. If a tender fails to comply in any respect with the requirements of this RFT or is ambiguous, the NDFA shall be entitled (but shall not be obliged) to take such action as it considers appropriate at its absolute discretion, including but not limited to:
   i) rejecting the relevant tender as non-compliant;
   ii) without prejudice to the NDFA's right to reject the tender:
      - meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant tender;
      - requesting the Tenderer to provide the information or items which has/have not been provided or has/have been provided in an incorrect form;
      - waiving a requirement which, in the NDFA's opinion is minor or procedural; and/or
      - amending the relevant requirements of this RFT and inviting Tenderers to adjust their tenders on the basis of the revised requirement.

5.5. Complete Information

a. Tenders should be complete and all details requested should be submitted. Incomplete tenders may be rejected.

b. Each Tenderer shall be deemed to have satisfied itself, before submitting its tender, as to the completeness and sufficiency of its tender(s) in compliance with the requirements of this RFT.

5.6. English Language

The tenders and all related correspondence must be in the English language.

5.7. Word Count/Page Number Limit

Tenderers should indicate the word count/page number in such parts of their tender where word count/page number limits have been indicated. Where a word count/page number limit has been exceeded the NDFA may elect, at its sole discretion, not to give any consideration to that element of the tender which exceeds the specified word count/page number limit.

5.8. Clarification of Tenders

To assist in the examination and comparison of tenders, the NDFA may ask Tenderers to clarify their tenders in writing.

5.9. Abnormally Low or High Fees

The NDFA may reject a tender containing Fees (as defined in section 5.11(a)) that it considers to be abnormally low or abnormally high, and such tender will not form part of the evaluation process.

5.10. Interviews

Following receipt of tenders, the NDFA may arrange interviews with one or more Tenderers at a location in Dublin to be advised by the NDFA to clarify or demonstrate the credibility of its tender. Tenderers should draw no conclusion from the interview of some Tenderers and not others, as some tenders may require clarification and others may not.

5.11. Fees

a. Hourly rates tendered (the "**Fees**") should be denominated in **euro (€)** exclusive of VAT. All Fees should be completed to two decimal places. The VAT rate(s) applicable should be indicated separately.

   The Fees shall include expenses such as travel and accommodation within Ireland, administration costs, all organisation overheads and costs of photocopying, printing, telephone, postage and courier etc. (but exclude VAT). The cost of travel and accommodation outside Ireland (if any) will be required to be approved by the NDFA in advance and to be separately itemised on invoices.

b. Fees shall be fixed and free from fluctuations in exchange rates and other costs and no price variation shall be allowed for any rise or fall in the cost of labour, materials etc. for the duration of the Contract(s).

c. Without prejudice to the generality of section 5.4, Fees shall be free of any caveats or conditions.

d. Tenderers should note that the NDFA may publish the Fees of the appointed Consultants under the Contract(s).

5.12. Tender Validity Period

Tenders shall remain valid for six calendar months from the Response Deadline (as defined in section 6.1 of this RFT) for receipt of tenders (the "**Tender Validity Period**"). The NDFA may extend the Tender Validity Period for an additional period of up to six months from the day the Tender Validity Period would have expired had it not been extended.

5.13. Freedom of Information and Data Protection

a. The NDFA is subject to the provisions of the Freedom of Information Act 2014 as well as other legislation governing access to information. Therefore, where Tenderers consider any information they provide in the course of this competition

to be commercially sensitive or confidential in nature, they should identify that information as "commercially sensitive" or "confidential" and specify the applicable reasons. The nature of the documentation may then be taken into account by the NDFA in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. Where required by law, the NDFA will consult with Tenderers before making a decision on a request received. The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that, on conclusion of the Contract(s) for the services that are the subject-matter of this competition, a right of access to the contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

b. The submission of any personal data (including any personal data contained in any curriculum vitae) ("Personal Data") with a tender shall be deemed to constitute confirmation from the Tenderer that any such disclosures of Personal Data to the NDFA are lawful such that the NDFA is able to evaluate the tenders. Once it obtains any Personal Data, the NDFA will act as data controller of such data and will retain it for (a) in respect of an unsuccessful tender, up to one year following completion of the appointment of the successful Tenderer and (b) in respect of a successful tender up to seven years following completion of the Services. For further information in relation to how the NDFA processes personal data, including a person's various rights under data protection law and details of how to contact the NDFA, please refer to the NDFA Data Protection Statement which is available at: http://www.NDFA.ie/information-pages/data-protection-statement/

6. SUBMISSION OF TENDERS

6.1. Response Deadline

The response deadline for receipt of tenders is **Thursday 1027~~27~~th September~~August~~ 2026 at 14:00 hours Dublin time** (the "**Response Deadline**"). Each Tenderer is fully responsible for the safe and timely delivery of its tender.

6.2. Submission

Tenderers should submit their tender(s) via the electronic post box available on www.etenders.gov.ie. Only tenders submitted to the electronic post box will be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Response Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum file size of 2.14GB for any single file sent to the electronic post box.

In order to submit a document to the electronic post box, Tenderers should note that they must click 'Submit Response'. After submitting, tenders can still be modified and re-sent up until the Response Deadline. Tenderers should be aware that the 'Submit Response' will be disabled automatically upon the expiration of the Response Deadline.

Note: The Office of Government Procurement's system user guide titled 'How to Create and Submit a Tender Response is available here[1].

6.3. Tenderers to Retain Own Copy

Tenderers should ensure they retain a full copy of their tender(s).

7. AWARD OF CONTRACT(S)

7.1. Tender Evaluation

The evaluation methodology and award criteria are set out in Schedule 2 (Award Criteria). It is anticipated that the Tenderer(s) that submit the most economically advantageous tenders will be awarded the Contract(s).

7.2. Notification

The NDFA shall notify all Tenderers of the outcome of the competition.

7.3. Preconditions to Award of Contract(s)

As a pre-condition to executing the Contracts), the NDFA anticipates that it will require the highest ranking Tenderers to:

a. Provide evidence of tax clearance from the Revenue Commissioners, including (where applicable) tax reference number and Tax Clearance Access Number to facilitate electronic verification of tax clearance status (it should be noted in this regard that by providing information for electronic verification, the Tenderer grants permission to the Authority to use such information in order to verify the Tenderer's tax clearance status);
b. Produce a statement that no potential or actual conflicts of interest exist save as disclosed in accordance with section 4.1;
c. Produce evidence of insurance as described in section 2.1 of Schedule 1 (Minimum Requirements);
d. Produce evidence of turnover as described in section 2.2 of Schedule 1 (Minimum Requirements);
e. Provide a banker's letter as described in section 2.3 of Schedule 1 (Minimum

[1] https://www.etenders.gov.ie/epps/viewInfo.do?section=userGuides&helpPage=true

Requirements);

f. Provide the financial statements as described in section 2.4 of Schedule 1 (Minimum Requirements);
g. Produce evidence of previous experience as described in section 2.5 of Schedule 1 (Minimum Requirements);
h. Produce details of the quality control measures described in section 2.6 of Schedule 1 (Minimum Requirements);
i. Provide details of the average annual manpower levels as described in section 2.7 of Schedule 1 (Minimum Requirements);
j. Provide evidence of the minimum professional qualifications and experience of the lead personnel as described in section 2.8 of Schedule 1 (Minimum Requirements);
k. Provide the Health and Safety information and declaration described in section 2.9 of Schedule 1 (Minimum Requirements);
l. Confirm that the Declarations in the eESPD provided in accordance with section 1 of Schedule 1 (Minimum Requirements) continues to apply;
m. Demonstrate compliance with any other applicable legal requirement specified by the NDFA as being a precondition to executing the Contract(s); and
n. Provide any other information requested by the NDFA.

7.4. Signing of the Contract(s)

Subject to compliance with all applicable pre-conditions, the NDFA shall execute a Contract(s) with the successful Tenderer(s).

SCHEDULE 1 MINIMUM REQUIREMENTS

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

The NDFA reserves the right to seek, at any time, evidence substantiating the matters set out in the eESPD.

1. eESPD Part III: Exclusion grounds

1.1 Without prejudice to Sections 3.B.1 and 3.B.2 of Part III of the eESPD the NDFA may also exclude a Tenderer from participation in the procurement procedure where the NDFA can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions PROVIDED THAT such rights of exclusion shall not apply when the Tenderer has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

1.2 Regarding the exclusion grounds referenced in Sections 3.A (Ground relating to criminal convictions) and 3. B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD , the NDFA shall not be obliged to exclude a Tenderer where:

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

1.3 The power to exclude a Tenderer in one or more of the situations referred to in

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

1.4 In considering evidence provided by a Tenderer in the eESPD regarding measures taken to demonstrate its reliability despite the existence of a relevant ground for exclusion referred to above, factors that will be relevant to the NDFA's considerations will include whether the Tenderer can show that it has:

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

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

2. eESPD Part IV: Selection criteria

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

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

The Selection Criteria below will be assessed on a pass/fail basis in respect of each Tenderer. Tenderers are entitled to rely on the capacity of other entities to meet these requirements in which case any references in paragraphs 2.1 – 2.8 below to "Tenderer" shall be interpreted as including such entities. Failure to meet any of these Selection Criteria will lead to elimination of the tender.

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

2.1 Minimum Insurance

The successful Tenderer(s) will be required to have in place for the duration of the contract(s) for Lot 1 and Lot 2 (and for six years thereafter in the case of Professional Indemnity insurance) the following insurances covering each and every claim, unlimited in the period, (and in the case of Professional Indemnity insurance, with an aggregate limit that is acceptable to the NDFA, in its sole discretion:

- Employer's Liability € 13 million
- Public Liability € 2.6 million
- Professional Indemnity € 6.35 million

Tenderers must be able to obtain the above levels of insurance should they be identified as a successful Tenderer to be awarded the Contract(s). For the purposes of responding to this RFT, it shall suffice to tick section a of Part IV of the eESPD for the purposes of declaring that this requirement is met.

2.2 Minimum Turnover

Lot 1 – ER/TA Services

Tenderers must have achieved an average minimum overall turnover of €3 million for each of the previous two (2) financial years, or, where the date of establishment of the Tenderer is more recent, an average minimum overall turnover of €3 million for each financial year the entity has been established.

Where the tenderer is a consortium or Joint Venture, the aggregated turnover for all members of a consortium or joint venture must meet the minimum turnover of €3 million for each of the previous two (2) financial years.

Where external sub-consultants or individual consortium members are performing certain elements of the Services, the minimum turnover levels in respect of certain disciplines are set out below.

All listed turnover values must have been achieved in each of the previous two (2) financial years.

Architectural	€1.0 million
Civil & Structural	€750,000
Mechanical & Electrical	€750,000
Cost Management/QS	€500,000

Lot 2 – AC Services

Tenderers must have achieved an average minimum overall turnover of €500,000 for each of the previous two (2) financial years, or, where the date of

establishment of the Tenderer is more recent, an average minimum overall turnover of €500,000 for each financial year the entity has been established.

Where the tenderer is a consortium or Joint Venture, the aggregated turnover for the members of that consortium or joint venture must meet the average minimum turnover of €500,000 for each of the previous two (2) financial years.

When requested, Tenderers must provide evidence of their turnover levels by way of confirmation from the auditor(s) of their financial accounts or by such other means that proves the turnover (e.g. bank manager's confirmation).

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

2.3 Banker's Letter

When requested, Tenderers (lead contractor or all consortium members) must provide a letter from their current principal banker dated within the past 6 months, stating that, to the best of its knowledge, this is the tenderer's principal account and it is currently in good standing.

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

2.4 Other Financial/Economic Information

The successful Tenderer(s) (lead contractor or all consortium members) will be required to provide a copy of the most recent financial statements including all of the notes to the financial statements. If a lead contractor or consortium member's financial statements are required to be audited, a copy of the audited financial statements must be provided.

For audited financial statements, the latest set of audited financial statements must have a clean audit opinion with no going concern qualification. Should the auditor's report contain other statements regarding their findings then the NDFA will consider, at its absolute discretion, if these audited accounts meet this minimum requirement.

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

The Tenderer(s) must notify the NDFA immediately in writing if at any time it becomes aware that there has been a material change in its financial standing as has been set out in its documentation submitted in accordance with this section. The NDFA may, at any time, raise queries in relation to the Tenderer's financial standing as has been set out in this qualification. The Tenderer will be required to

comply with all reasonable requests made by the NDFA in relation to same. If that Tenderer is subsequently found to not meet the stated financial requirements as set out above, then that Tenderer will be eliminated from this competition.

Tenderers may be required to provide (at any time for the duration of the Contract) copies of their most recent financial statements so that the NDFA can confirm that the information provided at RFT stage is still accurate and up to date. The NDFA will review the most recent financial statements to establish whether or not the Tenderer still meets the NDFA's financial requirements.

2.5 Minimum Experience

Lot 1 – ER/TA Services

Tenderers must have provided employers representative and technical advisory services of a similar nature in terms of scale and complexity as the Services required by the NDFA. In that regard Tenderers must demonstrate the following minimum experience for each discipline:

Discipline	Minimum Experience Required
Employer's Representative	Employer's Representative services of a similar nature in terms of range and complexity as the Employers Representative element of the Services for at least 1 residential building project with construction cost of €30m (excluding VAT) or greater to have commenced construction in the last 5 years.
Architecture	Provision of architectural advisory services of a similar nature in terms of range and complexity as the architectural design element of the Services for at least 1 residential building project with construction cost of €30m (excluding VAT) or greater to have commenced construction in the last 5 years.
Civil and Structural Engineering	Provision of civil and structural advisory services a similar nature in terms of range and complexity as the civil and structural design element of the Services for at least 1 residential building project with construction cost of €30m (ex. VAT) or greater to have commenced construction in the last 5 years.

Discipline	Minimum Experience Required
Mechanical and Electrical Engineering	Provision of mechanical and electrical advisory services of a similar nature in terms of range and complexity as the mechanical and electrical design element of the Services for at least 1 residential building project with construction cost of €30m (ex. VAT) or greater to have commenced construction in the last 5 years.
Health and Safety Advisory	Provision of Health and Safety advisory services of a similar nature in terms of range and complexity as the health and safety advisory element of the Services for at least 1 building project with construction cost of €30m (ex. VAT) or greater to have commenced construction in the last 5 years.
Cost Management/QS	Provision of cost management services of a similar nature in terms of range and complexity as the cost management element of the Services for at least 1 residential building project with construction cost of €30m (ex. VAT) or greater to have commenced construction in the last 5 years.
Fire Safety Consultant	Provision of fire safety services of a similar nature in terms of range and complexity as the fire safety element of the Services for at least 1 residential building project with construction cost of €30m (ex. VAT) or greater to have commenced construction in the last 5 years.

Table 2: Lot 1 minimum requirements

Lot 2 – AC Services

Tenderers must have provided AC services for at least three (3) completed (i.e. have achieved Substantial Completion) building projects registered with the Building Control Management System (BCMS), which must include at least 1 residential building project, within the last five (5) years.

The Lead Personnel (as described in section 2.6 of this Schedule) shall have completed a full AC role on each such project from commencement through to completion of each building project.

At least one such project must have a construction value of €30 million (ex. VAT) or greater and be of a similar nature in terms of range and complexity as the

Services required by the NDFA.

At least one such project must be a completed (i.e. have achieved Substantial Completion) permanent[2] Design & Build project (one project may satisfy both requirements). This may be demonstrated by examples with providing detailed information on previous experience of contracts satisfactorily completed of a similar nature, scale and complexity.

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

Tenderers should note that, the supporting documentation, when requested shall be provided to include the following details in respect of the experience.

Client details	Description of services provided	Date(s) applicable	Approx. Value of contract

The NDFA may contact any or all referees for verification / clarification of the reference without prior notice being given to the Tenderer.

2.6 Measures to Ensure Quality

Tenderers should have adequate quality control measures to ensure quality in the administration of the Services and in the delivery of high quality Services, including specific measures to track progress and take corrective measures to meet programme targets. ISO 9000 or other external QA systems are not *de facto* evidence of adequate quality measures.

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

When requested, Tenderers will be required to provide details of their quality control measures.

2.7 Minimum Average Personnel by discipline

Lot 1 – ER/TA Services

[2] Please note temporary accommodation projects are not acceptable

Tenderers must meet the following minimum average annual personnel numbers in the technical disciplines below over the last 2 years; where the date of establishment of the Tenderer is more recent, the minimum average annual personnel numbers specified below will apply to an average of the period during which the entity has been established:

Discipline	Minimum Requirement
Architects	2 Registered Architects (RIAI or equivalent)
Civil and Structural Engineers	2 Chartered Engineers (Engineers Ireland or equivalent)
Mechanical and Electrical Engineers	2 Chartered Engineers (Engineers Ireland or equivalent)
Cost Management/QS	2 Chartered Quantity Surveyors (or equivalent)
Fire Safety Consultant	2 Level 8 qualified Fire Safety Consultants (or equivalent)

Table 3: Lot 1 minimum average personnel numbers

Lot 2 – AC services

Tenderers must meet the following minimum average annual personnel numbers in the technical disciplines below over the last 2 years; where the date of establishment of the Tenderer is more recent, the minimum average annual personnel numbers specified below will apply to an average of the period during which the entity has been established:

Discipline	Minimum Requirements
Engineering / Building Surveying / Architecture	Two Chartered Engineers, Chartered Building Surveyors or Registered Architects with five (5) years' post-qualification experience.
	Four other qualified Engineers, Building Surveyors or Architects, of which at a minimum: i. One shall be a qualified Architect or Building Surveyor with five (5) years' post-qualification experience.

	ii. One shall be a qualified Mechanical and Electrical Engineer with five (5) years' post-qualification experience. iii. One shall be a qualified Civil and Structural Engineer with five (5) years' post-qualification experience. iv. One shall be a qualified Fire Safety Advisor and must hold a Level 8 architectural or engineering qualification (or equivalent) with a fire safety qualification (for example, MSc in Fire Safety or a Post Grad Diploma in Fire Safety) and five (5) years' post fire safety qualification experience.

Table 4: Lot 2 minimum average personnel numbers

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

When requested, Tenderers will be required to provide details of their annual average personnel numbers over 2 years.

2.8 Minimum Professional Qualifications and Experience of Lead Personnel

Lot 1 – ER/TA services

The Lead Personnel (as identified in the response to award criterion Proposed Team, Section 4.1(c) of Schedule 3 (Form of Tender)) must meet the following minimum professional qualifications and experience:

Team Member	Minimum Requirement
Lead Employer's Representative	Registered Architect/Chartered Engineer/Chartered Surveyor status and have a minimum of 5 years post chartership experience. (RIAI/Engineers Ireland/SCSI or equivalent)
Lead Construction Quality Monitor	Membership of the Institute of Clerk of Works & Building Inspectors of Ireland (or equivalent) with 5 years experience post membership; or Registered Architect/Chartered Engineer (or equivalent) with five (years) experience post chartership.

Team Member	Minimum Requirement
Lead Architect	Registered Architect with five (5) years experience post Registration (RIAI or equivalent)
Lead Civil and Structural Engineer	Chartered Engineer with five (5) years experience post Chartership (Engineer's Ireland or equivalent)
Lead Mechanical and Electrical Engineer	Chartered Engineer with five (5) years experience post Chartership (Engineer's Ireland or equivalent)
Lead Health and Safety Advisor	Level 8 qualified Health and Safety professional with five (5) years post qualification experience.
Lead Quantity Surveyor	Chartered Quantity Surveyor with five (5) years experience post Chartership
Lead Fire Safety Advisor	Hold a Level 8 architectural or engineering qualification (or equivalent) with a fire safety qualification (for example MSc in Fire Safety or a Post Grad Diploma in Fire Safety) and 5 years' post fire safety qualification experience.

Table 5: Lot 1 minimum professional qualifications

Lot 2 – AC services

The Lead Personnel (as identified in the response to award criterion 'Proposed Team and Resources for Lot 2 AC Services, Section 4.3 of Schedule 3 (Form of Tender)) must meet the following minimum professional qualifications and experience:

Lead Personnel	Minimum Requirement
Lead Assigned Certifier	Chartered Engineer, Chartered Building Surveyor or Registered Architect with a minimum of 5 years' post-Chartership (or equivalent) experience of working within the construction industry including at least three projects of the type referred to in paragraph 2.3 above.

Table 6: Lot 2 minimum professional qualifications

When requested, Tenderers will be required to provide evidence of the minimum professional qualifications and experience of their lead individual.

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

2.9 Health and Safety Competence of Technical Advisors

2.9.1 Educational and Professional Health and Safety Qualifications

(Tenderers should provide evidence of health and safety training and qualifications (for example, degree, diploma, certificate, CPD) and experience (on similar projects).

Personnel must have completed a minimum of 4 hours externally accredited health and safety training (CPD or Safe Pass) within the last 5 years.

When requested, Tenderers will be required to provide evidence of the educational and professional health and safety qualifications of the company's personnel to provide the Services.

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

2.9.2 Measures for Ensuring Health and Safety Quality

Signed Declaration

When requested the declaration in Schedule 6~~7~~ (Health and Safety Declaration) must be completed and signed by the authorised representative of the Tenderer(s) and submitted.

The minimum standard is:

- submission of the signed declaration, and
- where enforcement actions, legal proceedings accidents, fatalities or incidents have been recorded, evidence that adequate measures have been put in place by the Tenderer to address any deficiencies in their health and safety procedures.

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

SCHEDULE 2 AWARD CRITERIA

Award Criteria	Maximum Marks Available
Proposed Team Lot 1 ER/TA Services as described in section 4.1 of Schedule 3 Lot 1 (Form of Tender).	**30**
Execution Methodology for the Employer Representative Services as described in section 4.2 of Schedule 3 Lot 1 (Form of Tender).	**15**
Execution Methodology for the Technical Advisor Services as described in the section 4.3 of Schedule 3 Lot 1 (Form of Tender**)**	**25**
Fees as described in section 4.4 of Schedule 3 Lot 1 (Form of Tender). Fixed Fee **Lot 1 ER/TA Services** (**27 marks)** Time Charges **Lot 1 ER/TA Services (3 marks)**	**30**
TOTAL AVAILABLE MARKS	**100**

Table 7: Lot 1 – ER/TA services award criteria

Award Criteria	Maximum Marks Available
Proposed Team and Resources Lot 2 AC Services as described in section 4.1 of Schedule 3 Lot 2 (Form of Tender).	**30**
Proposed Methodology Lot 2 AC Services as described in section 4.2 of Schedule 3 Lot 2 (Form of Tender)	**30**
Understanding of the Role of Assigned Certifier, as described in section 4.3 of Schedule 3 Lot 2 (Form of Tender).	**10**
Fees, as described in section 4.5 of Schedule 3 Lot 2 (Form of Tender) Fixed Fee **Lot 2 AC Services** (**27 marks)** Time Charges **Lot 2 AC Services (3 marks)**	**30**
TOTAL AVAILABLE MARKS	**100**

Table 8: Lot 2 – AC services award criteria

1. Tender Evaluation Methodology:

a. **Schedule 1 (Minimum Requirements)** - Tenders will be assessed for compliance with the minimum requirements contained in Schedule 1 (Minimum Requirements). Such assessment will be conducted on a pass/fail basis. Failure to meet the Minimum Requirements may lead to elimination.

b. **Award Criteria** – marks will be allocated to tenders by reference to the award criteria on a relative basis against other tenders received (provided they have not been eliminated as non-compliant or for failure to meet a minimum requirement). The response to each award criterion will be scored out of 100% using the scale in the Table 9 below. This % score will then be multiplied by the applicable Criterion Mark (as set out above) in order to determine the mark achieved for that award criterion.

For example:

Tender A is scored 57% for the Award Criterion "Proposed Team" in Lot 1.

Tender A's mark under this Award Criterion is therefore 0.57 x 30 = 17.1 marks

% Score	Comments
0	Failed to address the question/issue.
1-39	Not acceptable
40-55	Average
56-70	Good
71-85	Very Good
86-100	Excellent

Table 9: Scoring scale

The evaluation of award criteria based on Fees is described in Schedule 3.

Tenders must score at least 40% in respect of each award criterion (other than Fees). Any tender that fails to achieve 40% in respect of any award criterion (other than Fees) will be eliminated and will not be considered further in the competition.

c. **Determination of most economically advantageous tenders** - The marks allocated to each tender under each award criterion will be added together and the tenders with the highest scores will be the most economically advantageous tenders. The Contract(s), if awarded, will be awarded to the Tenderers that submit the most economically advantageous tenders.

2. Tie-Break Criteria

The following provisions will apply to any tie-break occurring in the evaluation process:

a. If the evaluation results in a tie between two or more tenders, then the tender with the highest overall score for the criterion **'Proposed Team'** shall be deemed the more economically advantageous tender.

b. In the event of a tie and there being no difference in the scores for the criterion **'Proposed Team'**, then the tender with the highest score for the criterion **'Execution Methodology for the Project Management Services'** shall be deemed the more economically advantageous tender.

c. In the event of a tie and there being no difference in the scores for the criterion **'Proposed Team'** or **'Execution Methodology for the Project Management Services'**, then the tender with the highest score for the criterion '**Execution Methodology for the Design Team Services**' shall be deemed the more economically advantageous tender.

d. In the event of a tie and there being no difference in the scores for the criterion **'Proposed Team'** or **'Execution Methodology for the Project Management Services'** or **'Execution Methodology for the Design Team Services'** then the tender with the highest score for the criterion **'Fees'** shall be deemed the more economically advantageous tender.

3. Proposed Team

Subject to Clause 2 of the Contract, the Services must be performed by those individuals (or individuals of equivalent standing, subject to approval) that have been identified in the tender.

4. Confidentiality of Evaluation

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

SCHEDULE 3 FORM OF TENDER

FORM OF TENDER LOT 1

TENDERERS MUST FOLLOW THE FORMAT OF TENDER AS SET OUT BELOW. TENDERERS WHO DO NOT FOLLOW THIS FORMAT MAY HAVE THEIR TENDER(S) REJECTED.

1. General Information of the Tenderer

1.	Legal Name:		
2.	Address:		
3.	Current Trading Name:		
4.	Previous Trading Names (if different):		
5.	Registered Office or equivalent:		
6.	Year established:		
7.	VAT number:		
8.	Name of Authorised Representative and job title:		
9.	Telephone:		
10.	E-mail:		
11.	Website address:		
12.	Legal Form (Tick one)	□ Company □ Partnership	□ Joint Venture □ Other (specify):
13.	Parent Company (if applicable):		
14.	Ownership structure		

If Tenderers are applying as a consortium then the table above must be completed by each member of the consortium (indicated in a separate annex by inserting the relevant company or organisation name) clearly indicating the elements of the Services that each member of the consortium will be responsible for.

Where Tenderers propose to sub-contract elements of the Services then the table above must be completed for each sub-consultant clearly indicating the elements of the Services that each sub-consultant will be responsible for.

2. Conflicts of Interest

Tenderers must disclose any actual or potential conflicts of interest pursuant to section 4.1 (Conflicts of Interest) of this RFT.

3. Minimum Requirements

Tenderers must declare by way of eESPD that they satisfy all of the requirements set out in Schedule 1 (Minimum Requirements). Tenderers are referred to section 5.2 (Minimum Requirements) of the RFT.

4. Award Criteria

4.1. Proposed Team for Lot 1 ER/TA Services (30 Marks)

In their responses to this criterion, Tenderers should:

a) provide a structure chart of the overall team and resources available for the provision of Services demonstrating the capacity to perform the Services in respect of Lot 1 ER/TA Services.

- In the case of a consortium, the Tenderer should provide details of how it intends to assign responsibilities between the parties in the consortium.

- In the case of a sub-contracting arrangement, the Tenderer should provide details of the elements of the Services being provided by the sub-contractors and by the Tenderer directly.

b) describe the team structure for Lot 1 ER/TA Services detailing which team member will deliver each element of the Services. Tenderers should be cognisant of the sites within Project Barrow, as described in section 1 of this RFT. The response should demonstrate how the Tenderer would co-ordinate activities and assign responsibilities between each of the key personnel, to include reporting and liaison arrangements at all levels.

c) demonstrate the suitability of the proposed team members to perform their assigned tasks, including (without limitation):

(i) CVs for the following Lead Personnel in an appendix in substantially the format shown in Schedule 5 (Standard CV Format)

- The Employer's Representative;
- The Lead Construction Quality Monitor;
- The Lead Architect;
- The Lead Civil and Structural Engineer;
- The Lead Mechanical and Electrical Engineer;
- The Lead Quantity Surveyor;
- The Lead Fire Safety Advisor; and
- The Lead Health and Safety Advisor.

(ii) Short summaries for other key team members as identified by the Tenderer.

(iii) past experience on similar assignments (to the extent that the details of such past experience are included in the CVs provided, Tenderers may cross-refer to this information and are not required to repeat the information).

Responses to this criterion should not exceed **5 A4 pages** (excluding the CVs referred to in 4.1(c)(i) above which should be appended).

Responses to this criterion will be assessed on an overall basis, using the scoring scale referred to in paragraph 1b. of Schedule 2 (Award Criteria).

4.2. Execution Methodology for the Employers Representative Services (15 marks)

In their responses to this criterion, Tenderers must describe (in no more than **5 A4** pages including tables, diagrams, or illustrations) their level of understanding, approach and methodology for performing and delivering the Employer Representative Services as identified in Schedule 4 (The Services).

Tenderers should be cognisant of the sites within Project Barrow, as described in section 1 of this RFT. The response should demonstrate how the Tenderer would co-ordinate activities and assign responsibilities between each of the key personnel, to include reporting and liaison arrangements at all levels.

Responses to this criterion will be assessed on an overall general basis, using the scoring scale referred to in paragraph 1b. of Schedule 2 (Award Criteria).

4.3. Execution Methodology for the Technical Advisor Services (25 marks)

In their responses to this criterion, Tenderers must describe (in no more than **5 A4** pages including tables, diagrams, or illustrations) their approach and methodology

for performing and delivering the Design Team Services as identified in Schedule 4 (The Services), including:

- Consultant Team input to reviewing and monitoring of the Contractor's detailed design development against the Works Requirements and its Tender proposals.
- Consultant Team input to quality control measures during the construction of the works.

Tenderers should be cognisant of the sites within Project Barrow, as described in section 1 of this RFT. The response should demonstrate how the Tenderer would co-ordinate activities and assign responsibilities between each of the key personnel, to include reporting and liaison arrangements at all levels.

This criterion will be assessed on an overall general basis, using the scoring scale referred to in paragraph 1b. of Schedule 2 (Award Criteria).

4.4 Fees (30 marks)

4.4.1 Fixed Fee for Lot 1 ER/TA Services (27 marks)

Tenderers must provide a lump sum fixed fee (the "Fixed Fee") in respect of the Services for **Lot 1 ER/TA Services** in Table 10 overleaf.

Tenderers must also provide a breakdown of the Fixed Fee for **Lot 1 ER/TA Services** per site under each Stage of the Services as set out in Table 10 overleaf. Tenderers shall also provide a breakdown of their Fixed Fee per discipline in Table 11 overleaf.

The Percentage of the Fixed Fee for each Stage must not deviate from the limits set out in Table 10 overleaf. The payment schedule will be quarterly on a percentage complete basis in agreement with the NDFA against the successful delivery of the Stage Services.

The Fixed Fee shall include expenses such as travel and accommodation within Ireland, administration costs, all organisation overheads and costs of photocopying, printing, telephone, postage and courier etc. (but exclude VAT). The cost of travel and accommodation outside Ireland (if any) will be required to be approved by the NDFA in advance and to be separately itemised on invoices.

The Fixed Fee shall be fixed and free from fluctuations in cost and no price variation shall be allowed for any rise or fall in the cost of labour, materials, rates of currency exchange, etc. save as permitted under the Contract. All fees must be in euro and should be completed to two decimal places.

The Fixed Fee for Stage (iv) (Construction) Task 2 (Undertake the role of Construction Quality Monitor) shall be based on each Site having an indicative construction period of between 22 and 25 months as set out in Table 1. Where actual construction periods differ the NDFA and the Consultant shall agree an adjustment to the portion of the Fixed Fee for

this Task on a pro-rata basis.

All fees shall be free of any caveats or conditions.

Tenderers must not adjust the format indicated in the table below.

Stage	Task No.	Shangan Road, Ballymun, Dublin 9	Collins Avenue, Whitehall, Dublin 9	Ready Mix Site, East Wall Road, Dublin 3	Ardrew, Athy, Co. Kildare
Services Applicable to All Stages		Inc. Below	Inc. Below	Inc. Below	Inc. Below
Stage (iv) Construction	Whole Stage Services	Inc. Below	Inc. Below	Inc. Below	Inc. Below
	Task 1				
	Task 2[3]				
	Task 3				
	Task 4				
	Task 5				
	Task 6				
	Task 7				
	Stage (iv) Total				
Stage (v) Defects Period and Final Payment Certificate (to be not less than 5% of Total Fixed Fee)	Whole Stage Services	Inc. Below	Inc. Below	Inc. Below	Inc. Below
	Task 1				
	Task 2				
	Task 3				
	Task 4				
	Task 5				
	Stage (v) Total				
Total Fixed Fees per site					
Total Fixed Fees					

Table 10: Fixed Fee Proposal Lot 1 ER/TA Services

[3] Fees for Stage (iv) (Construction) Task 2 (Undertake the role of Construction Quality Monitor) should be based on each site having a construction period as outlined in Table 1. Where actual construction periods differ the NDFA and the Consultant shall agree an adjustment to the fees for these Tasks on a pro-rata basis.

Project Stage	Employers Representative	Architectural (inc. Landscape)	Civil and Structural Engineering	Mechanical and Electrical Engineering	Construction Quality Monitor	Cost Management/ QS	Fire Safety Engineer	H&S
Stage (iv) Construction								
Stage (v) Defects Period and Final Payment Certificate								
Total Fixed Fee Per Discipline								
Total Fixed Fee (to equal Total Fixed Fee in Table 10)								

Table 11: Fixed Fee Breakdown per Discipline Lot 1 ER/TA Services

The Fixed Fee will be evaluated using the following formula:

$$\left\{1 - (0.5 \times \left(\frac{Tender\ Fee - Lowest\ Tender\ Fee}{Lowest\ Tender\ Fee}\right)\right\} \times Weighting$$

Where:

'Tender Fee' is the "Total Fixed Fee" of the tender being evaluated.

'Lowest Tender Fee' is the lowest "Total Fixed Fee" evaluated.

'Weighting' is **27**

The lowest Fixed Fee score which can be obtained is zero.

4.4.2 Time Charges for Lot 1 ER/TA Services (3 marks)

Tenderers must submit hourly rates for time charges (the "**Time Charges**") which will be used for the purposes of additional services, should they be required.

Time Charges shall include all expenses as outlined in Section 5.11.b. of this RFT.

The NDFA reserves the right to request a fixed fee for any Additional Services should it deem expedient to do so in its absolute discretion.

As set out in section 5.11c. (Fees) of this RFT under no circumstances may the Consultant charge higher Time Charges than those quoted in its tender for award of the Contract.

Tenderers must categorise their personnel within the categories specified in the Evaluation Table 12 below. Should a tenderer have different ranks of personnel within a category, then it should use a blended rate that will be the rate that is charged to the NDFA regardless of the rank of personnel within that category that carried out the Additional Services.

Tenderers should provide Time Charges (excluding VAT) for relevant personnel in the Evaluation Table 12 below.

Time Charges will be assessed based on the Evaluation Table 12 below by calculating the "Total Weighted Figure (for evaluation purposes)".

The weightings included below are indicative only and do not represent any expectation on the part of the NDFA regarding the actual required proportion of work required by any category of personnel for completion of any Additional Services. Tenderers may not adjust the format or the "weighting" indicated in the Evaluation Tables below.

ER/TA Services Personnel	Hourly Rate [1]	Weighting [2]	Total (=[1]x[2])
Partner/Director (or equivalent)	€	**10**	€
Senior Architect /Engineer/Consultant (or equivalent)	€	**25**	€
Architect/Engineer/Consultant (or equivalent)	€	**40**	€
Draughtsperson (or equivalent)	€	**25**	€
Total Weighted Figure (for evaluation purposes)			**€**

Table 12: Personnel Lot 1 ER/TA Services

Time Charges shall include expenses such as travel and accommodation within Ireland, administration costs, all organisation overheads and costs of photocopying, printing, telephone, postage and courier etc. (but exclude VAT). The cost of travel and accommodation outside Ireland (if any) will be required to be approved by the NDFA in advance and to be separately itemised on invoices.

All fees shall be fixed and free from fluctuations in cost and no price variation shall be allowed for any rise or fall in the cost of labour, materials, rates of currency exchange, etc.,

All fees shall be free of any caveats or conditions.

The Total Weighted Figure will be evaluated using the following formula:

$$\left\{1 - (0.5 \times \left(\frac{Tender\ Fee - Lowest\ Tender\ Fee}{Lowest\ Tender\ Fee}\right))\right\} \times Weighting$$

a. **Where:**
b. ***'Tender Fee'*** **is the Total Weighed Figure in the tender being evaluated.**
c. ***'Lowest Tender Fee'*** **is the lowest Total Weighted Figure received.**
d. ***'Highest Tender Fee'*** **is the highest Total Weighted Figure received.**
e. ***'Weighting'*** **is 3**.

The lowest Time Charges score which can be obtained is zero.

5. Declaration by Tenderer:

To be signed by the authorised representative of the Tenderer and submitted along with the completed tender:

I hereby confirm that the foregoing information is correct and accurate.

The Tenderer by signing this document declares it has read and fully understood the RFT and the Contract and has raised any queries or clarifications it may have had arising from the RFT and the Contract prior to the submission of its tender.

For and behalf of the Tenderer:

Signed……

Print Name……

Capacity……

Date……..

FORM OF TENDER LOT 2

TENDERERS MUST FOLLOW THE FORMAT OF TENDER AS SET OUT BELOW. TENDERERS WHO DO NOT FOLLOW THIS FORMAT MAY HAVE THEIR TENDER(S) REJECTED.

1. General Information of the Tenderer

1.	Legal Name:	
2.	Address:	
3.	Current Trading Name:	
4.	Previous Trading Names (if different):	
5.	Registered Office or equivalent:	
6.	Year established:	
7.	VAT number:	
8.	Name of Authorised Representative and job title:	
9.	Telephone:	
10.	E-mail:	
11.	Website address:	
12.	Legal Form (Tick one)	☐ Company ☐ Joint Venture ☐ Partnership ☐ Other (specify):
13.	Parent Company (if applicable):	
14.	Ownership structure	

If Tenderers are applying as a consortium then the table above must be completed by each member of the consortium (indicated in a separate annex by inserting the relevant company or organisation name) clearly indicating the elements of the Services that each member of the consortium will be responsible for.
Where Tenderers propose to sub-contract elements of the Services then the table above must be completed for each sub-consultant clearly indicating the elements of the Services that each sub-consultant will be responsible for.

2. Conflicts of Interest

Tenderers must disclose any actual or potential conflicts of interest pursuant to section 4.1 (Conflicts of Interest) of this RFT.

3. Minimum Requirements

Tenderers must declare by way of eESPD that they satisfy all of the requirements set out in Schedule 1 (Minimum Requirements). Tenderers are referred to section 5.2 (Minimum Requirements) of the RFT.

4.0 Award Criteria

4.1 Proposed Team and Resources for Lot 2 AC Services (30 marks)

Tenderers must provide the following details in respect of their proposed team.

Tenderers' responses to this criterion should relate to **Lot 2 AC Services** as described in Section 1.2 (Project Barrow) of the RFT. Tenderers should assume in their response that the Services for **Lot 2 AC Services** will commence in line with the timeframes set out in Section 1.1.

Provide CVs for each of the following Lead Personnel of the proposed team, substantially in the format set out in Schedule 5 in order to demonstrate the suitability of the proposed team members to perform the Services for Lot ~~1 ER/TA~~2 AC Services:

v. The proposed Lead Assigned Certifier and up to four (4) additional Assigned Certifiers;

vi. The proposed Lead Architect or Building Surveyor;

vii. The proposed Lead Mechanical & Electrical Engineer;

viii. The proposed Lead Civil & Structural Engineer;

ix. The proposed Lead Fire Safety Advisor.

In no more than three (3) A4 pages including tables, diagrams, or illustrations, provide a structure of the proposed team detailing what team member will be delivering what element of the Services for **Lot 2 AC Services** in order to demonstrate the suitability of the proposed team structure to deliver the Project Barrow sites in parallel. Tenderers shall identify the Lead Personnel within the proposed team structure and shall state who the key point of contact with the NDFA will be and how he/she will interact with all other team members.

Tenderers should identify the specialist technical support available to support delivery of the Services for **Lot 2 AC Services** and provide a schedule of minimum resourcing envisaged for each Project Barrow site broken out per team member.

For the purposes of the Building Regulations, the AC shall be a person named on a register maintained pursuant to Part 3 or Part 5 of the Building Control Act 2007 or Section 7 of the Institution of Civil Engineers of Ireland (Charter Amendment) Act 1969. The Proposed Lead Personnel shall also be Chartered members of the relevant professional body.

This criterion will be assessed on an overall basis, using the methodology referred to in Table 1.b of Schedule 2 (Award Criteria).

4.2 Proposed Methodology for Lot 2 AC Services (30 marks)

Tenderers should provide (**in no more than four (4) A4 pages including tables, diagrams, or illustrations, but excluding the proposed inspection plan described below)** a detailed summary of their proposed methodology for delivery of the Services, including specific reference to the Tenderer's approach to structural, building services and fire protection related inspections and information management and reporting.

Tenderers should make specific reference to the Services for **Lot 2 AC Services** as identified in Schedule 4 of this RFT.

Tenderers should outline their procedures, methodology and approach to service delivery for validating that projects are designed and constructed to the required quality in accordance with the Building Regulations. Tenderers should include specific references.

Tenderers should outline their approach to verification of overall compliance with the Building Regulations, and in particular Part B and including the proposed inspection regime.

Tenderers should provide an outline of a proposed inspection plan[4] (within their submission.

Note: The proposed inspection plan will not form part of the page count for this criterion.

This criterion will be assessed on an overall basis, using the methodology referred to in Table 1.b of Schedule 2 (Award Criteria).

4.3 Understanding of the Role of Assigned Certifier (10 marks)

[4] As defined in the *Code of Practice for Inspecting and Certifying Buildings and Works, 2016. As found at:* https://nbco.nbco.localgov.ie/sites/default/files/4567776/2025-02/20161021_Code%20of%20practice%20for_Inspecting%20%26%20Certifying%20buildings%20%26%20works_2016.pdf

Tenderers should describe (**in no more than two (2) A4 page including tables, diagrams or illustrations**) their understanding of the role, and what duties and responsibilities apply to the AC with respect to the scope of Services.

Tenderers should demonstrate their understanding of the AC role engaging with the Design & Build Contractor to verify compliance with the Building Regulations and reporting to the Client / Employer's Representative.

This criterion will be assessed on an overall basis, using the methodology referred to in Table 1.b of Schedule 2 (Award Criteria).

4.4 Fees (30 marks)

4.4.1 Fixed Fee for Lot 2 AC Services (27 marks)

Tenderers must provide a lump sum fixed fee in **euro (€)** (the "**Fixed Fee for Lot 2 AC services**") and inclusive of all expenses as outlined in Section 5.11.b. of this RFT for the provision of the services in respect of Lot 2 AC Services, as described in section 1.1 of this RFT and Schedule 4 (The Services) of this RFT, in **Table 13** below.

Tenderers must also provide a breakdown of the Fixed Fee for **Lot 2 AC Services** per site under each task of the Services in **Tables 14** below (each a "**Task**").

Where actual construction periods differ for any site, as indicated in Schedule 4 of this RFT, an adjustment to the portion of the Fixed Fee may be agreed for any applicable Task for that site for the additional months in which that Task is delivered on a pro-rata basis.

Tenderers must not adjust the format of the tables below.

Description	**Fixed Fee for Lot 2 AC Services** (ex. VAT)
Assigned Certifier Services	€
FIXED FEE for Lot 2 AC Services	**€**

Table 13: Fixed Fee for Lot 2 AC Services

Project Activity	Shangan Road, Ballymun, Dublin 9	Collins Avenue, Whitehall, Dublin 9	Ready Mix Site, East Wall Road, Dublin 3	Ardrew, Athy, Co. Kildare
General				
Inspection Requirements				
Meeting & Reporting Requirements				
Benchmarking Requirements				
Information Management and Reporting				
Fixed Fee Per Site	€	€	€	€
Fixed Fee for Lot 2 AC Services	**€**			

Table 14: Lot 2 AC Services Fixed Fee Breakdown[5]

The Fixed Fee will be evaluated using the following formula:

$$\left\{1 - (0.5 \times \left(\frac{Tender\ Fee - Lowest\ Tender\ Fee}{Lowest\ Tender\ Fee}\right)\right\} \times Weighting$$

Where:

'Tender Fee' is the "Total Fixed Fee" of the tender being evaluated.

'Lowest Tender Fee' is the lowest "Total Fixed Fee" evaluated.

'Weighting' is **27**

The lowest Fixed Fee score which can be obtained is zero.

[5] To be priced in accordance with the RFT, The Services and the 'Estimated Construction Contract Duration' outlined in Table 1 of The Services

4.4.2 Time Charges for Lot 2 AC Services (3 Marks)

Tenderers must submit hourly rates for time charges (the "**Time Charges**") which will be used for the purposes of additional services, should they be required.

Time Charges shall include all expenses as outlined in Section 5.11.b. of this RFT.

The NDFA reserves the right to request a fixed fee for any Additional Services should it deem expedient to do so in its absolute discretion.

As set out in section 5.11c. (Fees) of this RFT under no circumstances may the Consultant charge higher Time Charges than those quoted in its tender for award of the Contract.

Tenderers must categorise their personnel within the categories specified in the Evaluation Table 15 below. Should a tenderer have different ranks of personnel within a category, then it should use a blended rate that will be the rate that is charged to the NDFA regardless of the rank of personnel within that category that carried out the Additional Services.

Tenderers should provide Time Charges (excluding VAT) for relevant personnel in the Evaluation Table below.

Time Charges will be assessed based on the Evaluation Table below by calculating the "Total Weighted Figure (for evaluation purposes)".

The weightings included below are indicative only and do not represent any expectation on the part of the NDFA regarding the actual required proportion of work required by any category of personnel for completion of any Additional Services. Tenderers may not adjust the format or the "weighting" indicated in the Evaluation Tables below.

Personnel Category	**Hourly Rate [1]**	**Weighting [2]**	**Total (=[1]x[2])**
Director *(or equivalent)*	**€**	**10**	**€**
Chartered Engineer, Chartered Building Surveyor *or* **Registered Architect**	**€**	**30**	**€**
Engineer, Building Surveyor *or* **Architect** *(or equivalent)*	**€**	**30**	**€**
Junior/Graduate Engineer, Building Surveyor *or* **Architect** *(or equivalent)*	**€**	**30**	**€**
Total Weighted Figure (for evaluation purposes)			**€**

Table 15: Personnel Lot 2 AC Services

Time Charges shall include expenses such as travel and accommodation within Ireland, administration costs, all organisation overheads and costs of photocopying, printing, telephone, postage and courier etc. (but exclude VAT). The cost of travel and accommodation outside Ireland (if any) will be required to be approved by the NDFA in advance and to be separately itemised on invoices.

All fees shall be fixed and free from fluctuations in cost and no price variation shall be allowed for any rise or fall in the cost of labour, materials, rates of currency exchange, etc.,

All fees shall be free of any caveats or conditions.

The Total Weighted Figure will be evaluated using the following formula:

$$\left\{1 - (0.5 \times \left(\frac{Tender\ Fee - Lowest\ Tender\ Fee}{Lowest\ Tender\ Fee}\right))\right\} \times Weighting$$

f. **Where:**

g. ***'Tender Fee'*** **is the Total Weighed Figure in the tender being evaluated.**

h. ***'Lowest Tender Fee'*** **is the lowest Total Weighted Figure received.**

i. ***'Highest Tender Fee'*** **is the highest Total Weighted Figure received.**

j. ***'Weighting'*** **is 3**.

The lowest Time Charges score which can be obtained is zero.

4.5 Declaration by Tenderer:

To be signed by the authorised representative of the Tenderer and submitted along with the completed tender:

I hereby confirm that the foregoing information is correct and accurate.

The Tenderer by signing this document declares it has read and fully understood this RFT and the Contract and has raised any queries or clarifications it may have had arising from the RFT and the Contract prior to the submission of its tender.

For and behalf of the Tenderer:

Signed: …….

Print name: …….

Capacity……..

Date…….

SCHEDULE 4 THE SERVICES

Please refer to Schedule B Appendix 1 Project Barrow Lot 1 ER and TA Services and Schedule B Appendix 1 Project Barrow Lot 2 AC Services for the services in respect of Project Barrow.

SCHEDULE 5 STANDARD CV FORMAT

No more than 2 A4 pages in length

Proposed role and level of responsibility for delivery of the Services:

Name:

Membership of professional bodies:
Other skills:
Position in firm:
Years with firm:

Key qualifications:
(Précis of key experience and areas of expertise)

Specific relevant expertise (in chronological order with start and end dates specified):

Date (from-to)	Project	Client	Description of exact role
…….		……	……..

SCHEDULE 6 HEALTH AND SAFETY DECLARATION

To be completed and signed by the authorised representative of the Tenderer and submitted in PDF format along with the completed tender:

In relation to the Services as described in the Contract contained in Schedule B (Contract)

I ……..[Name]

of…….[Tenderer's name]

proposing to act as

…….[Designer]
hereby declare the following:

1. The Tenderer is a member of, or eligible to be a member of the

……
[Recognised professional body for required role, i.e. RIAI / ACEI / SCS / IEI / Other] being the relevant professional institution for the above stated role.

2. Health and Safety management within the practice is the responsibility of:

……..[Name of person responsible]

3. Each member of Tenderer's staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2013.

   In particular, the Tenderer is aware of the general principles of prevention as enumerated below and will take those principles into account when carrying out design work associated with the Services and undertake to liaise with, communicate and cooperate with the Project Supervisor Design Process.

General Principles of Prevention Applicable to Designer

The purpose of these general principles of prevention is to provide a framework within which design and detailing issues can be assessed. They are:

(i) The avoidance of risks

(ii) The evaluation of unavoidable risks
(iii) The combating of risks at source
(iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and alleviating work at a predetermined rate to reduce the effect of monotonous and predetermined rate work on health
(v) The adaptation of the workplace to technical progress
(vi) The replacement of dangerous articles, substances or systems of work by non-dangerous articles, substances or systems of work.
(vii) The giving to collective protective measures priority over individual protective measure
(viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organisation of work, working conditions, social factors and the influence of factors related to the working environment.
(ix) The provision of appropriate training and instruction to employees.

4. The Tenderer is aware of the obligations of all Designers under Section 17 (2) of the Safety Health & Welfare at Work Act 2005 to ensure so far as is reasonably practicable that as part of the Services the projects:

a. are designed and are capable of being constructed to be safe and without risk to health,

b. can be maintained safely and without risk to health during use, and

c. comply in all respects, as appropriate, with the relevant statutory provisions.

The Tenderer's staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007, the Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the HSA frequently asked questions on risk assessments available at http://www.hsa.ie/eng/Topics/Managing_Health_and_Safety/Safety_Statement_and_Risk_Assessment/

Where the role required is Designer risk assessments will be carried out and records of such assessments maintained on file.

In the Tenderer's opinion this declaration is deemed to satisfy the Tenderers obligations in relation to the following areas:

- Health and safety policy and organisation;
- Arrangements;
- Competent advice;
- Training and information;
- Individual qualifications and experience;
- Monitoring, audit and review;
- Workforce involvement;
- Accident/incident reporting, review;

- Sub-consulting procedures;
- Hazard management and risk assessment; and
- Health and welfare.

5. In relation to enforcement actions, legal proceedings, accidents, fatalities or incidents associated with the discharge of the Tenderer's duties as Designer (whether the relevant discipline is the subject of this declaration or not) over the last three years.

   There have been none OR

   There have been incidents, details of which are attached at……..

6. To be signed by the authorised representative of the Tenderer and submitted along with the completed tender:

Declaration

I …….. [Name]

of ……[Tenderer's name]

hereby confirm that in the Tenderer:

- is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005 and the Safety, Health and Welfare at Work (Construction) Regulations (2013) and;
- has adequate resources to fulfil the role of Designer.

For and behalf of the Tenderer:

Signed: …….

Print name: …….

Capacity……..

Date…….