

Instructions to Tenderers

for

*The
Service*

Ballyragget Weir Barrier Mitigation Project

using the

Restricted Procedure for CONSULTANCY SERVICES

FOR USE WITH THE CONDITIONS OF ENGAGEMENT FOR CONSULTANCY SERVICES
WHERE HOURLY RATES ARE TO BE TENDERED

Instructions to Tenderers for using the Restricted Procedure
for Consultancy Services for use with the Conditions of Engagement
for Consultancy Services where Hourly Rates are to be Tendered

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Preface

The Contracting Authority is making these documents available to Candidates for the Services Contract identified in the Particulars, for tendering purposes only. These documents must not be used for any other purpose.

In no circumstances shall the Contracting Authority, its advisers, consultants, servants and/or agents incur any liability or responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Services. Any costs associated with the submission of a tender are the sole responsibility of the Candidate and will not be reimbursed.

This Invitation to Tender will not be part of any Contract.

These documents are being made available by the Contracting Authority to Candidates on the terms set out in these Instructions. These documents are not being distributed to the public and have not been filed, registered or approved in any jurisdiction. Possession or use of these documents in any manner contrary to any applicable law is expressly prohibited. Candidates shall inform themselves concerning, and shall observe, any applicable legal requirements.

No reliance shall be placed on any information or statements contained in these documents, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither the Contracting Authority nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the legality, validity, effectiveness, enforceability, accuracy, adequacy or completeness of such information or any statements made in relation to such Services. Candidates must make their own assessment of the adequacy, accuracy, and completeness of these documents.

Candidates should note that any reference in these Instructions to a notional capital value for the project or a notional number of hours for additional services is purely for the purposes of assessment, as described in section 9 of these Instructions. The Contracting Authority makes no representation that such figures are an accurate estimate of the value of the project or the number of hours of additional services that may be required (if any). Candidates shall not be entitled to a change in any tendered rates or prices should the actual value of the project or the actual number of hours of additional services be higher or lower than the notional figures contained herein.

The information does not purport to be comprehensive or to have been independently verified.

The Contracting Authority reserves the right to amend these Instructions, its requirements and any information contained herein at any time by notice, in writing, to the Candidates.

Nothing in these Instructions is, nor shall be relied upon as, a promise or representation as to the Contracting Authority's ultimate decision in relation to the award of the contract for the services the subject of the contract (the "**Services**") (the "**Contract**"). However, the Contracting Authority reserves the right to take such steps as it considers appropriate, including (but not limited to):

- changing the basis of, or the procedures (including the timetable) relating to, the tender process;
- rejecting any, or all, of the tenders;

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- not inviting a Candidate to proceed further;
- not furnishing a Candidate with additional information; or
- abandoning the competition.

Nothing contained in these Instructions is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of these Instructions cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

No legal relationship or other obligation shall arise between any Candidate and the Contracting Authority including in respect of the Competition (except for the Candidate's irrevocable offer to be bound by its tender for the period stated) unless and until the Contract has been entered into by issue of the Letter of Acceptance and the successful Candidate and any conditions precedent to its effectiveness have been fulfilled. The Contracting Authority shall not be obliged to appoint any of the Candidates to undertake the Services and the Contracting Authority reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with the successful Tenderer will contain any representation or warranty in respect of these Instructions:-

Candidates must treat these Instructions, their tenders, and their participation in this competition as confidential. Candidates must not disclose any information about this competition to anyone other than to those who have a legitimate need to know or whom they need to consult for the purpose of tendering, and then only on a confidential basis, or as required by law. Candidates shall promptly return these Instructions to the Contracting Authority upon request.

The Contracting Authority is entitled to disclose to any person any information about this competition, including the identity of the Candidates and details of their respective members, the Services, the tender process or the award of the Contract (including, without limitation, details of the contract price) at any time.

If a Candidate considers that information it supplies is commercially sensitive or confidential, this should be clearly stated and clear and substantive reasons should be given. Representations as to confidentiality or commercial sensitivity should give a time after which the information may be disclosed; this would not normally exceed 5 years.

The Contracting Authority will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 1997 to 2014 (or any other legislation relating to disclosure of information) but is not bound by the Candidate's view. The requirements of applicable law shall supersede the stated requirements of the parties.

All exchanges shall be kept confidential by the Candidate and its advisors, consultants, contractors, servants and agents. Candidates may also be asked to enter into undertakings of confidentiality should it become appropriate to release confidential information to them.

It will be a condition of the award of the contract that the Tenderer must comply with all applicable EU and domestic tax laws. Prior to the award of the Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference

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Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Candidates may obtain information regarding their obligations concerning taxation from the Revenue Commissioners (www.revenue.ie)

References to these Instructions in this section includes all information contained in these Instructions, their accompanying documentation, and any information and/or opinions made available during the tender period by or on behalf of the Contracting Authority, its advisers, consultants, contractors, servants and/or agents in connection with these Instructions or the Services including, without limitation, information made available in response to any queries.

Irish law is applicable to these Instructions. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from these Instructions-

The Applicant's attention is drawn to the Competition Act 2002 - 2019 (as may be amended from time to time) which makes it a criminal offence to collude on prices or terms in a public procurement competition.

Applicants must not make any assumptions that the Contracting Authority has prior knowledge of their organisation or service provision. Tenderers will only be evaluated on the information contained in their Tender (as may be clarified in accordance with these Instructions).

Each Applicant's acceptance of delivery of these Instructions (by whatever means they were received) constitutes its agreement to, and acceptance of, the terms set forth in the Preface.

1 Introduction

1.1 This procedure

The Candidates have submitted responses to the Suitability Assessment Questionnaires and those that have been pre-qualified and short listed are being invited to participate in the tender stage of the competition. These documents are being sent to all those in the tender competition for the services contract described in the Particulars.

These documents set out the award criteria and the award process which will be followed by the Contracting Authority in making the assessment of which tender is the most economically advantageous. These documents also set out the information which must be supplied by Candidates. Tenders must be submitted in accordance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Contracting Authority, whose decision in the matter shall be final.

1.2 These documents

The documents at (i) and (ii) below are being sent to all the Candidates.

- (i) The following documents (when fully completed by the relevant parties), and any amendments to them which have been issued (subject to paragraph 2.2) will be included in the contract:

- The Conditions of Engagement
- Form of Tender and Schedules A and B attached
- Any contents of other documents identified in Schedule A
- Where required, a request for the detailed breakdown of the tender price.
- Details of quality submission required.

Also included in the Contract but not part of the documentation being issued to Candidates is the Letter of Acceptance which the Contracting Authority will issue at award stage. Any post tender clarifications that are to be part of the Contract will be included in that letter.

- (ii) All other documents, including Documents for information purposes only issued to Candidates, will not form part of the Contract. This includes (but is not limited to):

- The invitation letter
- These Instructions
- Any information submitted with tenders and not called for in these Instructions or in post-tender clarifications

1.3 The Conditions for Contract Award

It will be a condition precedent to appointment that the Consultant

- (a) shall provide proof in the form of completed Model Form 2.1 or proof in a form otherwise agreed by the Contracting Authority that the insurances required by the Contract (see Section 2.19 of Schedule A of the Conditions of Engagement) are in place;
- (b) shall produce promptly evidence of tax clearance;
- (c) shall, where indicated in the Particulars or as otherwise agreed with the Contracting Authority, provide sub-consultants' appointments to the Contracting Authority for approval and furnish the Contracting Authority with certified copies of such appointments when approved and with duly executed collateral warranties given by such sub-consultants in favour of the Contracting Authority (where required).

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- (d) shall, where requested by the Contracting Authority, furnish the Contracting Authority with a duly executed reliance guarantee¹ and/or collateral warranties² and/or reliance warranties³ (in each case where applicable) given by entities upon whose resources the successful Tenderer has relied upon for the purpose of meeting any of the suitability criteria applicable in this Competition.
- (e) Subject to Framework Rules

1.4 Data Protection

Candidates are reminded that a Data Protection Notice ("DP Notice") was included in the Questionnaire that the requirements of the DP Notice apply to any personal data provided at various stages of this competition and that they have provided a GDPR Declaration as part of their Suitability Assessment Submission confirming that all data subjects whose personal data has been provided have consented to the processing of such personal data by the Candidate, the Contracting Authority, the evaluation team and the supplier of the etenders.gov.ie website for the purposes of their participation in this competition, or that they otherwise have a legal basis for providing such personal data to the Contracting Authority for the purposes of their participation in this Competition and that they will, upon request, provide evidence of such consent and/or legal basis to the Contracting Authority.

¹ in the form of MF 2.9 Reliance Guarantee. The Contracting Authority may accept alternate arrangements, in place of a guarantee, at its discretion.

² in the form of MF 2.3 Collateral Warranty

³ in the form of MF 2.10 Reliance Warranty

2 Communications

2.1 Means of Communication

All communications from a Candidate to the Contracting Authority concerning this competition must be in writing using the means of communication stated in the Particulars.

2.2 Supplemental Information

The Contracting Authority may issue (by means stated in the Particulars) supplemental information to all Candidates at any time (including where prompted by a query, confidential or otherwise). Supplemental information may amend any of the information in these documents, including by deleting and adding to it, and by extending time limits. Supplemental information will only become part of the Contract if it is stated to amend the Contract documents.

The Contracting Authority will not normally issue supplemental information later than the date stated in the Particulars but is entitled to do so at any time.

2.3 Queries

Candidates may raise queries in writing using the means of communication stated in the Particulars. Queries must be raised as soon as possible and should be raised in any event no later than the latest date for queries stated in the Particulars, although the Contracting Authority may at its discretion respond to queries raised after that date. The Contracting Authority has no obligation to respond to queries. If the Contracting Authority responds to a query, it will issue the response to each Candidate, unless the Candidate asking the query has clearly designated the query as confidential. If the Candidate has designated the query as confidential, and the Contracting Authority decides that the response should, nevertheless, be issued to all Candidates, the Contracting Authority will so notify the Candidate asking the query, who will, subject always to the Contracting Authority's rights under section 2.2 of these Instructions, have the option of withdrawing the query or having any response issued to all Candidates.

The Contracting Authority may still issue any information it considers appropriate following the withdrawal of the query.

As with these Instructions to Tenderers, responses to queries will not create any contractual relationship between the Contracting Authority and Applicants, or form part of the Contract, unless explicitly stated otherwise.

It is the responsibility of Applicants to monitor the means of communication for this Competition for any correspondence or clarifications in relation to these Instructions.

If a Candidate becomes aware of any ambiguity, discrepancy, error, or omission in or between these documents, it must immediately notify the Contracting Authority, even after the time for submitting queries has expired.

2.4 Prequalification

A Candidate may not make any changes to the information in its SAQ Submission for this competition without the prior written consent of the Contracting Authority. Such consent must be sought from the Contracting Authority in writing and the Contracting Authority may decide, at its absolute discretion, whether to accept or reject the change and to disqualify the Candidate from any further participation in this Competition.

Without prejudice to the foregoing, where a Candidate wishes to change the sub-consultant(s) listed as special skills in its suitability assessment submission, it may apply to the Contracting Authority for approval before the last date stated in the Particulars. If it does so, it must submit to the Contracting

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Authority the same level of information about the new sub-consultant(s) as was required about the previous sub-consultant in the original suitability assessment stage of this competition. The Contracting Authority will conduct an assessment of the new sub-consultant on the same basis as the original assessment was carried out. Following the assessment, if the Contracting Authority concludes that the Candidate would not have been invited to tender with the changed sub-consultant, the Candidate will not be permitted to make the change.

If the Candidate proposes a sub-consultant listed as a specialist skill before the last date to make such a proposal (as stated in the Particulars) including submitting a Suitability Assessment Questionnaire for the proposed sub-consultant, the Contracting Authority will endeavour to notify the Candidate of the decision on the sub-consultant before the latest date for submitting tenders.

2.5 Other

As indicated in the Particulars

3 Candidates

3.1 Name

Each Candidate must sign and deliver the Form of Tender using the Candidate's full correct legal name. This must be the name in which the Candidate was invited to participate in this tender competition. Any changes must be in accordance with paragraph 2.4 of these Instructions and accepted by the Contracting Authority before a tender is allowed proceed to evaluation stage.

3.2 Reliance on Resources

Where, in its SAQ Submission, a Candidate has relied on the capacity or qualifications of an entity (including a specialist skill provider who is not the Candidate itself) for this competition, the Candidate is reminded that a contractual commitment must be entered into by such at contract execution stage where required by the Contracting Authority.

At contract award stage, the Contracting Authority reserves the right to require the following from any entity relied upon with regard to:

- (a) any of the Economic or Financial Standing sub-criteria in the Questionnaire, the entity relied upon may be required by the Contracting Authority at contract stage, to enter into a guarantee in the form of the reliance guarantee in respect of the performance of the contract by the Applicant⁴;
- (b) any of the Technical Capability selection sub-criteria in the Questionnaire, the entity may be required by the Contracting Authority at contract stage, to enter into either a reliance warranty or a collateral warranty for Sub-Consultants (as appropriate to the nature of the resource relied upon by the Applicant) with regard to the making available the resources relied upon by the Applicant⁵. Note that where an Applicant relies on another entity for educational or professional qualifications (sub-criteria 3.4a and 3.4b in the Questionnaire), or with regard to relevant professional experience (sub-criteria 3.4c in the Questionnaire), including those of a Specialist Skill Provider (who is not the Applicant itself), **the entity being relied upon must perform the works or services to which those qualifications or experiences relate**;
- (c) further evidence of the availability of the resources relied upon may be required by the Contracting Authority at a later stage in the competition and/or upon award of the Contract.

3.3 Joint Ventures, consortia, partnerships

Where a Candidate is a consortium, joint venture, partnership, or unincorporated grouping of two or more persons, the Candidate is not required to assume a specific legal form for the purposes of participating in this Competition, but may be required to do so by the Contracting Authority prior to the award of the Contract. If the party who will execute the contract as the Consultant is one or more human or legal persons (such as a partnership, joint venture or consortium), each of them must execute the Form of Tender (see also 5.14 below). Where the role of Health and Safety Supervisor is part of the service to be provided the party providing that skill must be an individual or a company (i.e. body corporate) that constitutes an acceptable entity.

⁴ in the form of MF 2.9 Reliance Guarantee. The Contracting Authority may accept alternate arrangements, in place of a guarantee, at its discretion.

⁵ in the form of MF 2.10 Reliance Warranty

3.4 Sub-consultants

Where a Candidate comprises a lead consultant, who will execute the Contract with the Contracting Authority, and a number of sub-consultants, MF 2.3 Collateral Warranty for Sub-consultants will be required from any sub-consultant as listed in the Particulars and entry into the Contract will be conditional upon the provision of such warranties.

The Contracting Authority reserves the right to approve the sub-contract to be entered into between the lead consultant and any such sub-consultants and in particular will expect that the terms of the Conditions of Engagement insofar as they apply to any sub-consultant are reflected in any such sub-contract.

3.5 Exclusion Grounds

Candidates are reminded that, where exclusion grounds apply in the competition, the provisions of the Suitability Assessment Questionnaire in relation to exclusion grounds continue to apply. The Contracting Authority may require updated information in this regard at any time prior to the award decision. If such updated information discloses that, or if, to the Contracting Authority's knowledge, any of the circumstances outlined in Regulation 57 Exclusion Grounds of SI 284/2016 European Union (Award of Public Authority Contracts) Regulations 2016 that were specified by the Contracting Authority in the Suitability Assessment Questionnaire, apply to the Candidate, the Candidate may (subject to Regulation 57 and to the provisions of the Suitability Assessment Questionnaire in relation to grounds for exclusion) be excluded from the competition.

3.6 Foreign Subsidies Regulations

Where the Suitability Assessment Questionnaire states that the Foreign Subsidies Regulation applies to this Competition, the FSR Annex forms part of these Instructions.

4 Information on Project and Services

4.1 The Services

The services to be provided are set out in [Schedule B to the Conditions of Engagement] and are for the stages identified in Schedule B.

The Performance Periods for performance of each stage of the Services, are set out in Schedule B to the Conditions of Engagement.

4.2 The Project

Ballyragget Weir is located on the River Nore, at Ballyragget, Co.Kilkenny. The weir has been identified as a barrier to fish passage. The aim of the project is to mitigate the impact of the weir on fish passage and restore more natural river processes and improve connectivity along the associated river.

To achieve the aims of the project, Inland Fisheries Ireland require Integrated Consultancy Services for Ballyragget Weir Barrier Mitigation Project for IFI Phases 1 -3 as listed below;

- Stage 1 Feasibility Study/Preliminary Report
 - IFI Phase 1: Feasibility Study and Option Selection
- Stage 2 Outline Design
 - IFI Phase 2: Preliminary Design
- Stage 2 Statutory Process
 - IFI Phase 3: Statutory Process

5 Requirements for Tenderers

5.1 Means of Tender Submission

Tenders must be received in accordance with the means of submission stated in the Particulars no later than the date and time stated in the Particulars or such later date and time as may be advised by the Contracting Authority to all Candidates in the manner described in the Particulars. Time is taken as standard time according to the Standard Time Act 1968 as amended by the Standard Time (Amendment) Act 1971 and any subsequent amendment or re-enactment thereof.

Where the Particulars state that the required means of submission is by hand or pre-paid registered post, it is the responsibility of Candidates to obtain a receipt, indicating time when submission was received, from the Contracting Authority.

Where the Particulars state that the required means of tender delivery is by electronic submission⁶ to designated tender boxes on the eTenders web portal, Candidates are advised to ensure that they give sufficient time to allow for the successful upload of all tender documents and that they have a reliable, continual connection speed available for this purpose. Candidates should ensure that their operating system has sufficient capacity to execute the upload of all the documents included in the tender submission before the deadline stated in the Particulars. The timely and complete upload of documents is the responsibility of each Candidate. All files submitted electronically must be capable of being readily viewed in their entirety by the format stated in the Particulars. It is the responsibility of the Candidate to ensure that electronic documents submitted are not corrupt. **Candidates are advised to consult etenders.gov.ie for information on uploading electronic submissions.**

Completed delivery of the tender **in advance of the submission deadline** is the responsibility of each Tenderer.

All tenders received on time will be opened after expiry of the deadline for return of tenders.

5.2 Format

Tenders will consist of:

- The completed Form of Tender with attached completed Schedules A and B executed in accordance with the requirements of Section 5.14.
- Where required, detailed breakdown of tender price (e.g. the total estimate broken down into the number of man-hours by the tendered hourly rate(s)).
- The detailed quality submission to meet the requirements set out in the Particulars.

If the Contracting Authority's information included in the Particulars or in Schedules A or B to the Conditions of Engagement has been amended by supplemental information, Candidates must base their tender on the most recently issued information.

No amendments or alterations to the Form of Tender or attached Schedule are permitted save the inclusion of alternative signature blocks in the event that the template signature blocks are not suitable having regard to the characteristics of the Tenderer or the circumstances of the signing. Any other amendments/alterations may result in the Candidate's tender being rejected.

5.3 Copies

Where the Particulars state the required means of tender submission is by hand or pre-paid registered post, the tender submission must include the number and type of paper and electronic copies stated in the Particulars and must be packed and marked as stated in the Particulars.

⁶ CA note: where the competition is subject to the European Procurement Regulations, then "electronic submission" must be selected.

5.4 Language

Tenders and supporting documents must be written in the language stated in the Particulars. Any original document in another language must include an accurate translation into the language stated in the Particulars. Queries and other communications must be in the same language.

5.5 Pricing

Unless otherwise stated, all sums given in tenders must be in euros, to two decimal places.

Candidates must not insert additional items in the Form of Tender or make any alterations to the Form of Tender.

Amounts must be included wherever required in the Form of Tender. Blank spaces, the terms “nil” or “included”, or dashes or the like must not be used. Each amount must properly cover the full inclusive value of the work to which the amount relates.

Where the Contracting Authority has required Candidates to submit a detailed breakdown of their tender price this information is to be provided in addition to the cost information requested in the Form of Tender and should include all costs associated with the tender total (e.g. total estimated man-hours extended by tendered hourly rates and other itemised costs).

Where the Candidates are permitted to tender a percentage for the fee, this percentage is to be a single overall percentage figure for the full service delivery. Candidates are not permitted to tender a different percentage fee for different stages and where a Candidate attempts to do so, the percentages tendered will be averaged out to arrive at an overall single percentage.

The tendered hourly rates will be deemed to include for profit and for all costs associated with staff, in particular:

- Salary payments;
- Provision of all secretarial/administration/clerical support;
- All equipment required in the performance of the services;
- Office overheads;
- Insurance including health insurance;
- Bonus payments;
- Employer PRSI payments;
- Any allowances (including travel and subsistence);
- General office consumables;
- Annual leave payments/sick leave payments;
- Postage/telephone/fax/e-mail costs; and
- All photocopying, printing, and document reproduction.

The Contracting Authority's decision as to whether or not a tender has complied with the requirements of this paragraph shall be binding.

5.6 Allocation of Fees

The proportion of the fee that will be payable for each stage in accordance with the Conditions of Engagement is set out in Schedule B to the Conditions of Engagement. Candidates are not permitted to propose different proportions with their tenders and any attempt to do so may result in the tender being rejected.

5.7 Notional capital value

The notional capital value figure stated in the Particulars, if any, is exclusive of VAT and represents a notional total capital value for the project which will be used for tender assessment purposes only, as set out in section 9 of these Instructions.

5.8 Value Added Tax

The amounts entered in the Form of Tender and any amounts in any detailed pricing breakdown required are to exclude value-added tax unless otherwise stated.⁷

5.9 Qualifications

Tenders must not be qualified in any way but must be submitted in accordance with these Instructions. Without prejudice to the generality of the foregoing, Tenders must not include or be accompanied by any statement that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.

5.10 Consistency with Suitability Assessment

Subject to section 2.4, tenders must be consistent with the Candidate's suitability assessment submission for this competition. Otherwise, the Tenderer may be disqualified at any time during the Competition at the Contracting Authority's discretion.

5.11 Project Supervisor

If so stated in the Particulars, the Consultant or its nominee will be appointed as project supervisor for the design process under the Safety, Health and Welfare at Work (Construction) Regulations 2013 (as amended).

Subject to the section 2.4, if the Candidate has named a proposed project supervisor for the design process in its suitability assessment submission for this competition, the Candidate must include details of the project supervisor(s) so named. If the Candidate has not named a nominee in its suitability assessment submission for appointment as project supervisor for the design process the Candidate will be taken to have offered to act in the role itself, and the Contract, if awarded to the Candidate, will require the Candidate to accept the role. In this case, the Candidate must be a competent individual or body corporate.

5.12 Assigned Certifier

If so stated in the Particulars, the Consultant or its nominee will be appointed as Assigned Certifier under the Building Control (Amendment) Regulations 2014.

Subject to the provision of section 2.4, if the Candidate has named a proposed Assigned Certifier in its suitability assessment submission for this competition, the Candidate must include details of the Assigned Certifier so named. If the Candidate has not named a nominee in its suitability assessment submission for appointment as assigned certifier the Candidate will be taken to have offered to act in the role itself, and the Contract, if awarded to the Candidate, will require the Candidate to accept the role. In this case, the Candidate must be a competent individual or body corporate.

⁷ CA: there may be different VAT treatment for different elements of the lump sum (e.g. expenses). If you require elements with different VAT treatment to be separately set out in invoices, this should be stated in the management services, and you may also wish to require any breakdown of the lump sum sought to have elements with different VAT treatment listed separately.

5.13 Design Certificate

If so stated in the Particulars, the Consultant will be required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

5.14 Tender Execution

The Form of Tender must be signed on behalf of the Tenderer by a duly authorised person (whose signature should be followed by “Duly Authorised on Behalf of [name of Tenderer]”).

If so required by the Contracting Authority, the Tenderer must procure and provide a legal opinion as to the signing of the Form of Tender on behalf of the Tenderer, and if the Employer requires such a legal opinion, it must be provided at the Tenderer’s cost. Such legal opinion shall be expressly for the benefit of the Employer.

Where the Particulars state that electronic submission is the required means of delivery, the signature must be visible on the scanned Form of Tender. The Contracting Authority reserves the right to seek a hard copy of the Form of Tender at a later date.

5.15 Deposits

Any deposit required for hard copies of tender documents as stated in the Particulars will be refundable to all tenderers that submit bona fide tenders that are not subsequently withdrawn. Such deposit is to cover the cost incurred by the Contracting Authority in preparing the relevant tender documents.

6 Number of Tenders, Mandatory Options and Variants

6.1 Terminology

An **option** is a Tender *required* under section 6.2 below.

A **variant tender** is a Tender complying with section 6.3 below and identified as a variant tender.

A **standard tender** is a Tender that is not an option or a variant tender.

6.2 Mandatory Options

If the Particulars state that any mandatory options are required, the Candidate must submit a separate tender for each of the options stated in the Particulars.

6.3 Variant Tenders

If the Particulars state that any variant tenders are permitted, a variant tender must comply with the minimum requirements set out in the Particulars.

If so stated in the Particulars, variant tenders may be submitted only by a Candidate who also submits a standard tender.

If not so stated, variant tenders may be submitted without submitting a standard tender.

Unless otherwise stated in the Particulars, variant tenders are not permitted.

6.4 Number of tenders

The maximum number of Tenders that a Candidate may submit is stated in the Particulars. If more than one Tender per Candidate is permitted, each Tender must be submitted separately and must, except as otherwise permitted or required by this section 6, be complete, without referring to the contents of any other Tender.

Where the Particulars state that the required means of tender submission is by registered post or delivery by hand, each Tender must have a unique identifier, which must be stated on each envelope or box containing the parts of the Tender.

Where the Particulars state that the required means of tender submission is by electronic submission, each Tender must have a unique identifier, which must be stated on each part of the Tender submission.

In all cases, the identifier must state whether the Tender is standard, a mandatory option, or a variant Tender and if there are options, must identify the option.

7 Non- Compliant Tenders

The Contracting Authority's decision on whether a tender is compliant will be final.

If a tender fails to comply in any respect with the requirements set out in these documents, or is ambiguous, the Contracting Authority shall be entitled at its absolute discretion (but shall not be obliged to) take such action as it considers appropriate, including (but not limited to):

- (a) rejecting the relevant tender as non-compliant;
- (b) without prejudice to the Contracting Authority's right to reject the tender:
 - (i) meeting with, raising issues and/or seeking clarification from the Candidate in respect of the relevant tender;
 - (ii) requesting the Candidate to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form, provided such information does not constitute a material amendment to the tender;
 - (iii) waiving a requirement which, in the opinion of the Contracting Authority, is minor or procedural;
 - (iv) Take any other step permitted by law.

in accordance with applicable law and principles.

8 Corrections, unbalanced and abnormal tenders and rates

8.1 Errors

The Contracting Authority may, without any responsibility for this, examine the Form of Tender and other detailed pricing information (where sought at 5.5 above and in the Particulars) for errors in addition or extension.

If there is an error in extension, the rate will be adjusted, so that the extension remains the same.

If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the total remains the same. This will apply if the total of the tendered rates and prices does not add up to the tendered lump sum fixed price (the “**Contract Sum**”).

The Contracting Authority will decide which amounts and rates are to be adjusted.

No adjustment made under this section 8.1 will affect the tendered Contract Sum for the purpose of assessment.

8.2 Unbalanced Tenders

Where, in the Contracting Authority’s opinion, any breakdown by the Tenderer of the Contract Sum does not reflect a fair allocation of the tendered Contract Sum, the Contracting Authority may (but is not obliged to) do any or all of the following:

- require the Tenderer to provide a more detailed breakdown of any tendered amounts (in addition to those already provided under 5.5 as required in the Particulars), to show that they reflect a fair allocation of the tendered Contract Sum;
- require that any figures proposed by a Tenderer for each stage of the Service be adjusted to reflect the allocation set out in the Particulars;
- invite the Tenderer to adjust the breakdown of the Contract Sum or the allocation of the tendered percentages, but without adjusting the tendered Contract Sum, or where relevant, the overall percentage fee tendered.

The Contracting Authority will pay particular attention to pricing that could result in the Tenderer, if successful, being paid too much of the Contract Sum disproportionately early in comparison with the amount of work done.

If, having considered the information provided (both in the tender and in response to a requirement under this section 8.2), the Contracting Authority is of the view that the Tenderer’s breakdown of the tendered fixed price lump sum or distribution of the tendered percentages do not reflect a fair allocation of the tendered Contract Sum, the Contracting Authority may reject the tender.

8.3 Abnormally low tenders, abnormally high or low rates or prices

Tenderers must not use abnormally high or low rates or prices. If, in the Contracting Authority’s opinion, the overall tendered amount is abnormally low or any tendered percentage (where relevant) or amounts including the rates tendered for time charges are abnormally low or abnormally high, the Contracting Authority may require the Tenderer to provide further written details of the constituent elements of the overall tendered amount or the tendered rates or any other information which the Contracting Authority considers relevant. This may include (without limitation) the information listed in Regulation 69 of the European Union (Award of Public Authority Contracts) Regulations 2016.

Any failure to provide such information, where requested, may exclude the tender from further consideration.

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Tenderers are advised that in relation to hourly rates, the Contracting Authority reserves the right in particular to request such information as the Contracting Authority considers appropriate to determine whether such rates are abnormally low or high.

Rates used are to be in accordance with the Engineering and Environmental Services Framework, where Tenderers use rates that are above the framework rates their tender may be automatically excluded. Tenderers are permitted to use lower rates if they so wish.

If, having considered the information provided, the Contracting Authority is of the view that either the Contract Sum is abnormally low or any tendered amounts (including the rates tendered for time charges) are abnormally low or abnormally high, the Contracting Authority may reject the tender. No adjustment made under this section 8 will affect the tendered amount.

The Contracting Authority considers that an abnormal low tender to be one or more of the following:

- >15% Below the average of the compliant bids
- >15% Below the pre-tender estimate

9 Assessment of Tenders

9.1 Award Criteria

The award criterion is the most economically advantageous Tender meeting the specified minimum criteria.

The assessment of the Most Economically Advantageous Tender will be determined in accordance with the award criteria set out in the Particulars.

Options, variant tenders, and standard tenders will be assessed according to these criteria.

9.2 Clarifications

The Contracting Authority may seek clarification or further information or both from one or more Tenderers in relation to their tender submissions. The Contracting Authority may meet with one or more Tenderers for these purposes. The Contracting Authority will confirm to the Tenderer(s) concerned in written minutes any clarification arising from a meeting and the Tenderer will be required to confirm or correct the minutes in writing. See also section 10.4.

9.3 Compliance

The Contracting Authority may assess whether any of the grounds for exclusion in section 3.5 above apply. The Contracting Authority may assess whether Tenderers continue to meet the criteria on which they were selected for invitation to tender (see also section 9.6).

The Contracting Authority will assess tenders for compliance with these Instructions, including provision of all the information and documentation required, and the matters covered in section 8 above.

Following the assessments under this section 9.3, the Contracting Authority may proceed according to section 7.

9.4 Review⁸

Important Note: Any review process available in this competition (other than legal proceedings under Order 84A of the rules of Superior Courts⁹) is not mandatory. Tenderers should obtain legal advice as to the review procedures that may be available to them under law, as well as the timeframes in which such review procedures may be availed of.

9.5 Assessment Methodology

(a) Tenders will be evaluated against the quality criteria set out in the Particulars. Any Tender:

- (i) Not passing on a 'pass / fail' criterion, or
- (ii) achieving less than 40% of the maximum marks on an individual 'quality' criterion or
- (iii) achieving less than 50% of the total available quality marks

will be excluded from further consideration.

⁸ CA Note - In the Particulars, the Contracting Authority may state a review procedure, whereby a Tenderer who disputes a decision of the Contracting Authority about whether a Tender complies with these Instructions for Tenderers, may raise the matter with the Contracting Authority. The review procedure should include appropriate timelines for the submission of the query and response times.

⁹ Where the competition is subject to the European Procurement Regulations

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- (b) Those Tenderers whose tenders have not been excluded following the carrying out of the compliance check at Section 9.3 and the evaluation against the quality criteria at (a) above will then have their tender prices assessed.
- (c) The price score will be determined by taking the following steps:
- (i) The Contracting Authority will apply the Tenderer's tendered hourly rates to the notional hours set out in the Particulars, leading to a notional figure for time charges.
 - (ii) Where a percentage fee has been properly tendered for carrying out the Services or any element of the Services, this percentage will be applied to the notional capital value set out in the Particulars to derive a notional lump sum for the purposes of assessment only.
 - (iii) Where a lump sum for carrying out the Services or any element of the Services has been properly tendered, this lump sum will be added to the lump sum figure obtained under (c) (i) and, where relevant, (c) (ii) above.
 - (iv) The total figure thus obtained will be the overall notional tender price for the purposes of assessment.
- (d) The Tenderer with the lowest overall notional tender price following the assessment at (a), (b) and (c) above will be awarded the maximum marks available for price. Other Tenderers eligible for appointment are then scored by deducting one half of one percent (0.5%) of the total marks available for price for every one percentage points difference between the lowest eligible price and that of the Tenderer under consideration. The lowest price mark which can be obtained is zero. Fractions of points shall be rounded to the nearest whole mark.

$$\text{Price marks for Tenderer} = A \times (1 - (0.5 \times [(B - C)/C]))$$

Where:

A = Total marks available for price

B = Tender price of Tenderer

C = Lowest eligible tender price

- (e) In the quality assessment, the Tenderer(s) considered to have the highest technical merit in each criterion being assessed (or sub-criterion, where used) will be given the maximum marks available for that criterion (or sub-criterion, where used). All other Tenders will be marked for each criterion (or sub-criterion (where used)) relative to the tender(s) assessed as having the highest technical merit for that criterion (or sub-criterion, where used). Each Tenderer's quality marks for each criterion shall be totalled at the end of the assessment process. The highest scoring Tenderer eligible for appointment will then be awarded 100% of the available marks for quality and all others will be awarded a proportion of the total available marks equal to the proportion that their quality score represents of the highest scoring Tenderer. Fractions of points shall be rounded to the nearest whole unit.

$$\text{Quality marks for Tenderer} = A \times (B/C)$$

Where:

A = Total marks available for quality

B = Total marks awarded to Tenderer for all quality criteria

C = Total marks awarded to highest scoring Tenderer for all quality criteria

- (f) The quality and price marks for the Tenderers which have not been excluded must have regard to the Quality: Price Ratio set out in the Particulars. The Tenderer with the highest final score as determined by the formula below will be the Most Economically Advantageous Tender. In the event of a tie between Tenderers, the Tenderer with the highest marks for quality will be the Most

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Economically Advantageous Tender. In the event of a tie on the basis of quality marks, those Tenderers tied on quality marks will have their names included in an independently witnessed draw to determine the Most Economically Advantageous Tenderer.

$$\text{Final score} = (A/B \times C) + (D/E \times F)$$

Where:

A = Tenderer's total quality marks as determined at Section 9.5(e)

B = Total marks available for quality

C = Quality Ratio as set out in Quality: Price Ratio in the Particulars

D = Tenderer's total price marks as determined at Section 9.5(d)

E = Total marks available for price

F = Price Ratio as set out in Quality: Price Ratio in the Particulars

9.6 Change in circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Candidate to the Contracting Authority, in a tender or otherwise, including in a suitability assessment questionnaire (in particular but without limitation, regarding the structure of a Candidate and/or members of a Candidate, or any entity being relied upon by the Candidate, or the personnel proposed) was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Candidate must so inform the Contracting Authority as soon as it becomes aware of this. If appropriate, the Candidate may make a request under section 2.4 to change information in its suitability assessment submission.

If it comes to the Contracting Authority's attention that:

- there has been a change in circumstances concerning a Candidate that could affect the Contracting Authority's assessment of that Candidate's tender or the Contracting Authority's decision to invite the Candidate to submit a tender or
- information submitted by a Candidate was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading

the Contracting Authority may (but is not required to) take such steps as it considers necessary to revise its assessment of the Candidate's tender or suitability assessment on the basis of the information then available to the Contracting Authority and/or exclude the Tenderer from further participation in the Competition. The Contracting Authority may clarify this with the Tenderer and may seek further information and/or evidence from the Tenderer.

10 Award Process

10.1 Tender validity period

Tenders must remain open for acceptance for the period stated in the Particulars.

10.2 Notification

As soon as practicable after reaching the award decision as to which is the most economically advantageous tender, the Contracting Authority will inform all Tenderers of the decision.

If the European Procurement Regulations apply the notification to the Tenderer to whom the Contracting Authority has decided to make an award should be in the form of Model Letter R.eu.7 *Letter to Successful Tenderer*. The notification to the other compliant Tenderers should be in the form of Model Letter R.eu.8 *Letter to Unsuccessful Tenderer* and should issue at the same time as the *Letter to Successful Tenderer*.

If the European Procurement Regulations do not apply the notification to the Tenderer to whom the Contracting Authority has decided to make an award should be in the form of Model Letter R.na.7 *Letter to Successful Tenderer*. The notification to the other compliant Tenderers should be in the form of Model Letter R.na.8 *Letter to Unsuccessful Tenderer* and should issue at the same time as the *Letter to Successful Tenderer*.

Where a contract is regulated by the European Procurement Regulations the Employer will not issue the *Letter of Acceptance* (M.F. 2.2) earlier than 14 days in the case of communicating electronically, or 16 days in the case of ordinary post after notifying all Tenderers of the award decision.

The *Letter to Successful Tenderer* will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the *Letter of Acceptance*.

10.3 Letter to Successful Tenderer

Whichever *Letter to Successful Tenderer* issues (R.eu.7 or R.na.7) to the Tenderer who submitted the most economically advantageous tender it should require the Tenderer to submit to the Contracting Authority any or all of the items listed in the Particulars under “*Letter to Successful Tenderer*” together with any other items that the Contracting Authority deems appropriate.

If the Tenderer to whom such a *Letter to Successful Tenderer* is addressed does not submit the documents as required within the time allowed, the Contracting Authority may take such steps as it considers appropriate, including (but not limited to) to

- proceed according to the process in section 10.2 above to initiate award to the Tenderer who submitted the next most economically advantageous Tender or
- allow the Tenderer to whom the *Letter to Successful Tenderer* was addressed additional time to provide the documents or
- issue the Letter of Acceptance to the Tenderer to whom the *Letter to Successful Tenderer* was addressed (even though the documents have not yet been provided).¹⁰

10.4 Letter of Acceptance

The Contracting Authority may create the contract by issuing a Letter of Acceptance at any time during the tender validity period or any extension of that period before the expiry of that period.

¹⁰ A contract should not be awarded to any firm which cannot produce a tax clearance certificate except as a last resort. In such a case, the advance approval of the Department of Finance must be obtained.

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Any written clarifications of a tender (including written minutes of a meeting clarifying the tender, see section 9.2), will be referred to (if part of the Contract) in any Letter of Acceptance of the clarified tender, and the clarifications referred to will be included in the Contract.

10.5 Conditions of Engagement

Following issue of the Letter of Acceptance the Contracting Authority will inform the Consultant of the arrangements for the execution of the Conditions of Engagement. The Consultant shall comply with the rules regarding execution in the Particulars.

10.6 Award Notice

The Contracting Authority will, after award, send an award notice (if appropriate) to the Office for Official Publications of the EU, if so required by law.

11 Conflict of Interest

11.1 Disclosure

Any conflict of interest or potential conflict of interest must be fully disclosed in writing to the Contracting Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority shall, in its absolute discretion, decide on the appropriate course of action.

A conflict of interest includes, but is not limited to, situations where a Candidate or any of the members of a Candidate which is a consortium, joint venture or partnership, or any entity being relied upon, or any of their advisers, contractors, consultants, servants or agents, are currently or have been in the past an adviser, contractor consultant, servant or agent to the Contracting Authority, or any local or other relevant authority in relation to the Services or the competition.

Without prejudice to the foregoing, any registrable interest involving the Candidate and the Contracting Authority, (and where applicable any elected members of the Contracting Authority or members of the Board of the Contracting Authority), members of the Government, members of the Oireachtas or employees of the Contracting Authority or their relatives must be fully disclosed to the Contracting Authority immediately upon such information becoming known to the Candidate.

The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act, 1995 and 2001.

The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may include (but is not limited to) excluding the Candidate from the competition, terminating any contract awarded under the competition or permitting the Candidate to continue subject to safeguards determined by the Contracting Authority being put in place and observed.

Without prejudice to the foregoing, where any entity(ies) proposes to be on more than one team bidding for the Contract, the relevant Tenderers must provide a statement that they are aware of this multiple participation, and that it has been brought to the attention of all concerned.

The Contracting Authority will then investigate the circumstances to see if this multiple participation could result in a distortion of competition. Where it is felt that competition may be distorted, Contracting Authority may take such steps as it deems appropriate which may include limiting the number of bidding teams with which an entity may participate, disqualifying relevant Candidates or such other steps as it deems appropriate subject to the principles of applicable law.

Glossary of terms used in these Instructions

Term	Meaning
Candidate	a person (or group of persons) that has been invited to submit a tender
Contract	the contract that may be awarded by the Contracting Authority for the Services at the end of the competition
Conditions of Engagement	the Government Standard Conditions of Engagement for either Consultancy Services (Technical), or for Archaeological Services
this competition	the award process for which these Instructions are issued
these documents	These Instructions and the invitation letter and other documents issued with it and any additional information issued by the Contracting Authority to Candidates in connection with the competition
European Procurement Regulations	SI 284 of 2016 (European Union (Award of Public Authority Contracts) Regulations 2016) or SI 286 of 2016 (European Union (Award of Public Contracts by Utility Undertakings) Regulations 2016)
Foreign Subsidies Regulation	Regulation (EU) 2022/2560 of the European Parliament and of the Council on foreign subsidies distorting the internal market - the Foreign Subsidies Regulation (the “FSR”)
FSR Annex	Annex to these Instructions, issued when the Foreign Subsidies Regulation applies to this Competition
these Instructions	• this volume, including the Preface at the start, Particulars and Appendices • other documentation accompanying this volume and any information and/or opinions made available during the tender period by and on behalf of the Contracting Authority in connection with the competition not stated to amend the Contract documents
Suitability Assessment Questionnaire	The Suitability Assessment Questionnaire for this competition
Suitability Assessment Submission	The Applicant’s response to the Suitability Assessment Questionnaire(s) accompanying these Instructions
Tenderer	A Candidate that has submitted a tender.

Particulars

These are the Particulars referred to in these Instructions. Where there is any conflict between the details set out in the Particulars and the details set out in the completed Schedules A and B attached to the Form of Tender, the details set out in the Schedules shall prevail.

Tender for	<i>Integrated Consultancy Services for Ballyragget Weir Barrier Mitigation Project</i>	
comprising	<i>Brief description of scope of the Services</i>	
For	Inland Fisheries Ireland	
For	<i>Integrated Consultancy Services to support the delivery of the mitigation of a barrier to fish passage</i>	
At	<i>Ballyragget Weir, River Nore, Ballyragget, Co. Kilkenny</i>	
Using (Instructions section 1.2 and 10.5)	Terms of Engagement:	Conditions of Engagement Consultancy Services(Tec) published on http://constructionprocurement.gov.ie/standard-conditions-of-engagement/ on the date 10 days before the latest date for submission of Tenders (disregarding any amendments posted on that date).
Means of Communication ¹¹ between Candidates and Contracting Authority and contact details (Instructions section 2.1,2.2, 2.3)	All communications between the Candidate and the Contracting Authority in relation to this Competition shall be in writing by using eTenders webportal only. All responses to queries shall be issued by Inland Fisheries Ireland via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated and a single tender response provided. Tenderers should note that Inland Fisheries Ireland will not respond to individual Tenderers privately.	
Supplemental Information and Queries (Instructions sections 2.2, 2.3)	Latest date for queries	<i>25/09/2026 at 15:00</i>
	Date after which Contracting Authority will not normally issue supplemental information or responses to queries	<i>28/09/2026 at 15:00</i>
Change of Sub-consultants [Instructions Section 2.4]	Latest date for requesting change to proposed sub-consultant for special skills	N/A

¹¹ where the competition is subject to the European Procurement Regulations, either “electronic submission” or “the eTenders platform” must be entered.

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Pricing (Instructions section 5.5)	Pricing Format	Fixed Price Lump Sum Tenderers shall complete and submit the pricing document	
	Provide a detailed breakdown of tender price		Yes
Tender Submission Deadline (Instructions section 5.1)	Deadline for submission of tenders:	02/10/2026	15:00
Means of Tender submissions (Instructions section 5.1)	All Tender submissions shall be submitted by ¹² : electronic submission to eTenders webportal (submission by hand or post is not permitted)		
	It is the Tenderers responsibility to ensure that they allow adequate time for tender upload to the etenders portal. IFI shall not be held responsible for network/connection failures that may result in a late delivery of a tender.		
	Note to Tenderers: Where it is stated above that Tenders are to be submitted by hand or pre-paid registered post, Tenderers should obtain a signed receipt acknowledging delivery.		
	Note to Tenderers: Where it is stated above that tender submissions shall be submitted by “electronic submission to eTenders tender box(es)”, tenders must be delivered to the designated tender boxes on the eTenders web portal.		
Hard Copies (Instructions section 5.3)	<i>Not applicable (not permitted). Submission through etenders website only.</i>		
	Number of Paper Copies of tender	Not applicable	
	Number and type of Electronic Copies of tender:	One electronic copy of the following documents: - Tender and Schedule - Pricing Document (in excel format) - Tender Response Document & any requested quality assessment details (PDF)	
Other (Instructions section 2.5)	NOT APPLICABLE		
Tender Documents (Instructions section 1.2)	Attached to these Instructions are the following documents, divided into the two categories set out below: Documents to be included in the Contract 1. Invitation to Tenderers 2. Instruction to Tenderers 3. Scope of Services 4. Pricing Document		

¹² CA note: where the competition is subject to the European Procurement Regulations, then electronic submission **must** be used.

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	5. Tender Response Document 6. Tender and Schedule (incl Conditions of Engagement Schedules A&B) 7. Standard Conditions of Engagement for Consultancy Services (Technical) . Documents for information purposes only (<i>not</i> to be included in the Contract) All information provided in Appendices of Scope of Services Document. These Instructions (other than any appendices listed in 1.7 of Schedule A to be contract documents) and any other information issued to Candidates not stated to amend the Contract documents are not to be included in the Contract Further Information Further information may issue as referred to in these Instructions	
Format of Tender Submissions (Instructions section 5.2)	<u>Where the required means of Tender submission is electronic submission</u> Candidates should upload their Tender in clearly named separate documents. All uploaded documents should be clearly identified in their saved title. All uploaded documents should be saved in the format stated below. The contents of each document must be clearly identifiable by their saved title and each document must contain the name of the Applicant, name of the Contract and the content of the document. All documents that require signature must be signed prior to converting to <i>read only</i> PDF. If more than one Tender is permitted or required, each document must also be marked with the unique identifier required under Section 6.4 of these Instructions. The required format for electronic files is: PDF and xls for Pricing Document <u>Where the Particulars states that the required means of Tender delivery is hand delivery or registered pre-paid post:</u> Not applicable (not permitted).	
Language (Instructions section 5.4)	English	
Tender Validity Period (Instructions section 10.1)	As stated in Form of Tender <i>(Contracting Authority must insert number of days in Form of Tender)</i>	
Mandatory Options (Instructions section 6.2)	Are mandatory options required No	
Variants (Instructions section 6.3)	Are variant tenders permitted?	No

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Number of Tenders [Instructions section 6.4]	If variant tenders are permitted, is a standard tender also required?	No
	Minimum requirements for variants	Not Applicable
	Maximum number of tenders per Candidate	One
Conditions of Engagement to be executed under seal [Instructions 10.5]	No	
Indicative Tender Programme for Competition	Contract Notice date:	11/09/2026
	Reference:	NBMP_0814010
	Issue Tender Documents:	(insert date)
	Receipt of Tenders:	As indicated under "Tender Date"
	Interviews (if required):	Within subsequent week
	Decision on Contract Award:	02/10/2026
Sub-Consultants (Instructions section 3.4)	Sub-Consultants who will be required to provide Collateral Warranties	None
Review (Instructions 9.4)	Review procedure (other than legal proceedings under Order 84A of the Rules of Superior Courts¹³): N/A Note to Tenderers: Any review process set out above is not mandatory. Applicants should obtain legal advice as to the review procedures that may be available to them under law, as well as the timeframes in which such review procedures may be availed of.	
Award Criteria (Instructions section 9.1)	OVERALL TOTAL QUALITY MARKS AND MINIMUM THRESHOLD	
	Overall Total Quality Marks:	400
	Minimum Quality Threshold for each individual quality criterion	40%

¹³ Where the competition is subject to the European Procurement Regulations

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Minimum Overall Quality Threshold:		50%
TOTAL MARKS FOR QUALITY CRITERIA AND SUB-CRITERIA		
Total Quality Marks Criterion 'A'		200
Total Quality Marks for Sub-Criterion 'A1'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'A2'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'A3'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'A4'	(XXX or n/a)	
Total Quality Marks Criterion 'B'		150
Total Quality Marks for Sub-Criterion 'B1'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'B2'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'B3'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'B4'	(XXX or n/a)	
Total Quality Marks Criterion 'C'		50
Total Quality Marks for Sub-Criterion 'C1'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'C2'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'C3'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'C4'	(XXX or n/a)	
Total Quality Marks Criterion 'D'		(XXX or n/a)
Total Quality Marks for Sub-Criterion 'D1'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'D2'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'D3'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'D4'	(XXX or n/a)	
Total Quality Marks Criterion 'E'		(XXX or n/a)
Total Quality Marks for Sub-Criterion 'E1'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'E2'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'E3'	(XXX or n/a)	

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Total Quality Marks for Sub-Criterion 'E4'	(XXX or n/a)	
Total Quality Marks Criterion 'F'		(XXX or n/a)
Total Quality Marks for Sub-Criterion 'F1'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'F2'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'F3'	(XXX or n/a)	
Total Quality Marks for Sub-Criterion 'F4'	(XXX or n/a)	

PRICE CRITERIA	
Total Price Marks:	600
QUALITY PRICE RATIO	
Quality Price Ratio	Quality:Price 40:60 ¹⁴
BASIS OF ASSESSMENT	
Basis of Assessment for Quality Criteria and Information Required: <i>Criteria 'A' Project Understanding, Overall Approach and Methodology</i> <i>Maximum Marks Available 200 Minimum Marks Required 80</i> <i>Tenderers shall demonstrate how they will manage the project and that they have a detailed understanding of the project requirements, identify the key risks and constraints for this project, detail how you will manage them and how they will co-ordinate with the Environmental specialist. Tenders shall provide a narrative on how they shall actively consider waste and the circular economy.</i> <i>Criteria 'B' Programme</i> <i>Maximum Marks Available 150 Minimum Marks Required 60</i> <i>Tenderers shall demonstrate that they have a detailed understanding of the programme for delivery of the services required by providing a Gantt chart setting out timeframes, milestones, critical path for the services required.</i> <i>Criteria 'C' Organogram</i> <i>Maximum Marks Available 50 Minimum Marks Required 20</i> <i>Tenderers shall set out their proposed full team structure for the delivery of the Project (individual names and position) in an Organogram.</i>	

Additional
Information to
be submitted
with tender

N/A

¹⁴ Where none is stated it shall read 70: 30

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Deposit (Instructions section 5.15)	Deposit required on issue of tender documents	Not Applicable
Intellectual Property Rights	<i>Intellectual Property Rights shall be in accordance with Clause 13 of the Standard Conditions of Engagement, as completed in Schedule A – Contract Particulars.</i>	
Project Supervisor (Instructions section 5.11)	<i>The consultant or its nominee shall be appointed as Project Supervisor for the Design Process (PSDP) under the Safety, Health and Welfare (Construction) Regulations 2013.</i>	
Assigned Certifier (Instructions section 5.12)	n/a	
Design Certificate (Instructions section 5.13)	n/a	
Letter to Successful Tenderer (Instructions section 10.3)	The Contracting Authority may issue to the Tenderer who submitted the most economically advantageous tender a <i>Letter to Successful Tenderer</i> requiring that Tenderer to submit to the Contracting Authority prior to any contract award any or all of the following: evidence that the insurances required by the Contract are in place (including Professional Indemnity Insurance which may be in the form of MF 2.1) evidence of tax clearance Safety and Health Declaration MF2.4, MF2.5 and MF2.6 any required appointment as project supervisor for the design process, GDPR Compliance Collateral warranties for specialist skills to be provided by a sub-contractor Where applicable and where requested by the Contracting Authority, duly executed reliance guarantees, reliance warranties and/or collateral warranties in respect of entities relied upon by the Tenderer for pre-qualification any other documents the Contracting Authority considers appropriate	
Rates for Time Charges (Instructions section 9.5(c)(i))	The rates for time charges which will be inserted in Schedule B shall be as tendered in the Form of Tender. The grades listed in the Form of Tender shall have the meaning stated hereunder:	
Notional Hours for Assessment Purposes (Instructions section 9.5(c)(i))	Not Applicable	

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Notional Capital
Value for
Assessment
Purposes
(Instructions
section 9.5(c)(ii))

Where Section 5.5 of the Particulars indicate that percentage fees to be tendered, the notional capital value which will be used for the purposes of assessment is
Not Applicable.

Tender
Percentage
(Instructions
section 9.5(c)(ii))

Where Section 5.5 of the Particulars indicate that percentage fees are to be tendered, the stage at which the percentage will be converted to a lump sum is:
Not Applicable