

Call for Tenders
for the establishment of a
Single Supplier Framework for Building
Surveyor Services for IDA Buildings
Reinstatement Values for Insurance
Valuations, 2026-2030

eTenders CfT ID	8923814
Issue Date	28 th August 2026
Closing Date for Queries	Friday 18th September 2026, 12 noon Irish
Closing Date / Time for receipt of Tenders	Friday 2nd October 2026, 12 noon Irish Time

Please note that all information relating to this tender competition, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal only. Registration is free of charge and there is no charge for documents. IDA Ireland will not accept responsibility for information relayed (or not relayed) via third parties.

Disclaimer

This Call for Tenders (**CfT**) document and any accompanying documents (**Documents**) are issued for information only and do not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a Contract. No Contractual rights in relation to IDA Ireland will exist unless and until a Contract has been executed by or on behalf of IDA Ireland.

It is recommended that Tenderers read all of the Document(s) thoroughly and are advised to follow the instructions outlined in the Documents prior to submitting their Tender. These may comprise the CfT; Instructions to Tenderers; any clarifications issued by IDA Ireland; Contract and/or Tender Response Document. The Documents are to be taken as mutually explanatory of each other if possible. If there is an inconsistency between the Documents, they take precedence as per the order set out above. Failure to comply with the requirements of the Documents may, at the discretion of IDA Ireland, disqualify the Tenderer.

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

IDA Ireland does not bind itself to accept the lowest priced or any Tender. Nothing in the Documents is, nor shall be relied upon as, a promise or representation as to IDA Ireland's ultimate decision in relation to the award of a Contract. However, IDA Ireland reserves the right to take such steps as it considers appropriate, including (but not limited to):

- cancelling this Competition at any time prior to a formal written Contract being executed by or on behalf of IDA Ireland;
- Not furnishing a Tenderer with additional information;
- Not inviting a Tenderer to proceed further with the Competition;
- Rejecting any, or all, of the Tenders;
- Changing the basis of, or the procedures (including the timetable) relating to the Competition;
- To accept any part, or all, of any Tender or Tenders at its sole discretion.

IMPORTANT NOTES

Any suggestions or request for changes to the Call for Tenders documents or the Framework Agreement Terms and Conditions accompanying the Call for Tenders **must** be made during the time allowed for queries (see Sections 1.7 and 2.7 of the CfT).

Any suggestions/requests for amendments to the Framework Agreement Terms and Conditions included in a tender submission **cannot and will not** be considered at that stage of the process. Furthermore, any assumptions or statements regarding the Framework Agreement Terms and Conditions included in a tender submission may disqualify the Tender resulting in its elimination from the Competition (see section 4.1 of the CfT).

For the avoidance of doubt IDA Ireland **will not** enter into discussions regarding the Framework Agreement Terms and Conditions with any preferred tenderer that may result in material or substantial changes to the Framework Agreement Terms and Conditions. As per government public procurement guidelines post tender negotiations of any kind cannot take place where an Open procurement procedure is used.

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1 INTRODUCTION

1.1 IDA Ireland

The Industrial Development Agency (Ireland) (**IDA Ireland/IDA**) is Ireland's inward investment promotion agency. It is a non-commercial, semi-state body promoting Foreign Direct Investment (**FDI**) into Ireland through a wide range of services. IDA Ireland partners with potential and existing investors to help them establish or expand their operations in Ireland.

IDA Ireland's strategic remit is to win FDI and see the benefits flow as widely as possible in economic terms throughout Ireland.

IDA Ireland is a globally leading Investment Promotion and Development Agency (**IPDA**) with national responsibility for the attraction and development of FDI in Ireland.

IDA Ireland has client engagements across all geographies attracting client companies to Ireland from the US, Europe, and Asia.

IDA Ireland continues to attract FDI investors to establish operations in Ireland and these client companies require ease of access to all major international markets.

IDA Ireland is a semi-autonomous State agency with its own Board. It has a reporting responsibility to the Minister for Enterprise, Trade and Employment.

IDA Ireland's head office is located at Three Park Place, Hatch Street Upper, Dublin 2. IDA Ireland also has a number of regional and overseas offices.

IDA Ireland's 2025-2029 Strategy can be downloaded at [IDA Strategy](#).

IDA Ireland's Annual Report 2024 can be downloaded at [IDA Annual Reports | IDA Ireland](#)

Further information on IDA Ireland may be obtained at www.idaireland.com.

1.2 This Competition

1.2.1 This Call for Tenders (the "**CfT**") has been prepared for the purpose of providing certain information to economic operators ("**Tenderers**") interested in participating in this public procurement competition (the "**Competition**") for the Services described herein to be provided to IDA Ireland. IDA Ireland is the contracting authority for this Competition.

1.2.2 IDA Ireland is seeking to establish a single supplier Framework (the "**Framework**") for Building Surveyor Services for the provision of **IDA Buildings Reinstatement Values for Insurance Valuations – 2026-2030** and invites tenders ("**Tenders**") from economic operators for the provision of the services as more particularly described in Section 3 of this CfT (the "**Services**").

1.2.4 IDA Ireland is conducting this Competition by way of an Open competition which will be conducted through the Irish Government Procurement Portal eTenders and advertised in the Official Journal of the European Union (OJEU).

1.2.5 Tenders must be submitted in line with the instructions set out in Section 2 of this CfT and in particular with the requirements set out in Section 4.1 ("**Completeness and Compliance**").

1.2.6 Tenders which are not eliminated for non-compliance will be assessed in line with the procedures set out in Section 4 of this CfT with the objective of identifying the most economically advantageous tender(s) (MEAT) for appointment to the Framework (the “**Successful Tenderers**”).

1.2.7 IDA Ireland reserves the right to take such steps as it considers appropriate in the Competition, including but not limited to: changing the basis of, or the procedures (including any timetable) relating to the Competition; rejecting any, or all, of the Tenders; abandoning the Competition (or any part of it) at any time prior to a formal written contract being executed by and on behalf of IDA Ireland; or procuring the Services by alternative means.

1.2.8 IDA Ireland reserves the right to amend these documents and any information contained herein. Any such changes shall be notified via eTenders.

1.2.9 Should IDA Ireland deem that the tender responses received do not meet its requirements in its entirety, it reserves the right not to award the Framework Agreement to any one tenderer and has sole discretion to enter into discussions regarding potential partnerships/collaboration between parties.

1.2.10 IDA Ireland would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union’s public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and their obligation to comply therewith.

Tenderers should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

1.3 Duration of the Framework

Any framework agreement that may result from this Competition will be awarded for a duration of **four (4) years** (the “**Framework Agreement Term**”). Depending on performance and IDA Ireland’s internal property policy, IDA Ireland reserves the right cancel the contract with one month’s notice for convenience of any other reason.

1.4 Framework Agreement

The Framework is one (1) Lot, (a “**Framework Agreement**”).

Supplier performance will be continually monitored over the term of the Framework Agreement, the format of which will be agreed between IDA Ireland and the Successful Tenderer.

1.5 Numbers admitted to the Framework

It is anticipated that the following number of Tenderers will be appointed to the Framework, subject to meeting the minimum criteria and rules set out in this CfT:

Framework Lot #	Services	Proposed Maximum# of Tenderer to be Appointed
1	Single Supplier Framework for Building Surveyor Services for IDA Buildings Reinstatement Values for Insurance Valuations, 2026-2030	1

Tenderers will be awarded a place on a Framework Agreement on the sole basis of IDA's evaluation of the Tender supplied by a Tenderer.

1.6 Estimated Value of the Framework

The estimated total value of services pursuant to the Framework is **€350,000** (ex. VAT) over the lifetime of the Framework.

It is emphasised, however, that these figures are provided strictly for indicative purposes only and in no way constitutes a commitment by IDA Ireland regarding the volume of services required during the lifetime of the Framework. There is no guaranteed expenditure under the Framework.

1.7 Form of Contract

Admission to the Framework will be conditional upon acceptance of IDA Ireland's Framework Agreement Terms and Conditions as set out in Appendix 4 to this CfT, in addition to the tender documents and any addenda issued by IDA Ireland to the original CfT.

Tenderers are required to review IDA Ireland's Framework Agreement Terms and Conditions and indicate their acceptance thereof in the Tenderers Statement as part of their tender submission.

No other terms and conditions shall be proposed by the Tenderer with their submission. Tenderers may not submit mark ups of the Framework Agreement Terms and Conditions with their Tender.

Any issues which a Tenderer may have with the Framework Agreement Terms and Conditions must be raised by way of Tender query (in accordance with Section 2.7 of the CfT) prior to the deadline for queries. IDA Ireland may issue an updated version of the Framework Agreement Terms and Conditions to all Tenderers to reflect any updated position arising from any such queries (but for the avoidance of doubt IDA Ireland is not obliged to make any amendments to the Framework Agreement Terms and Conditions arising from such queries).

For the avoidance of doubt, IDA Ireland will not be in a position to subsequently discuss any proposed amendments during the tender evaluation process, and no post tender negotiations can take place.

IDA Ireland will consider the Successful Tenderer to be the prime contractor and the sole point of contact with regard to contractual matters. The Successful Tenderer will assume sole responsibility for the delivery of the Services offered in its Tender whether or not withstanding any sub-contracting.

No contractual agreement will come into existence until the Framework Agreement, incorporating the terms and conditions of this CfT and its Schedules and/or Appendices, have been duly executed by IDA Ireland and the Successful Tenderers and exchanged.

1.8 Operation of the Framework

IDA Building Reinstatement values are required on 1st March each year. Therefore, the appointed tenderer will be required to provide comprehensive valuation reports on this date annually. Dates are non-negotiable and Tenderers should ensure that they have sufficient resources in place to adhere to the strict timelines set out in this CfT.

The Call Off Contract Terms and Conditions set out at Schedule 1 of Appendix 4 IDA Ireland's Framework Agreement Terms and Conditions will apply to this Single Supplier Framework. No other terms of engagement will be considered or accepted by IDA Ireland as part of the Framework. In that regard, no additional terms with individual valuations should be issued to IDA by the Single Supplier appointed.

1.9 Award to Runner Up

If, for any reason, it is not possible to award the Framework Agreement to the designated Successful Tenderer emerging from this Competition, IDA Ireland reserves the right to (but is not obliged to) award the Framework Agreement to the next highest scoring Tenderer at any time during the Tender Validity Period. This shall be without prejudice to the right of IDA Ireland to cancel this Competition and/or to initiate a new procurement process at its sole discretion.

If, having awarded the Framework Agreement, the successful Tenderer cannot, for whatever reason, deliver the Services to the satisfaction of IDA Ireland, IDA Ireland reserves the right to terminate the Framework Agreement and to (but is not obliged to) award the Framework Agreement to the next highest-ranked Tenderer at any time during the Tender Validity Period. This shall be without prejudice to the right of IDA Ireland to cancel the Competition and/or to initiate a new contract award procedure at its sole discretion.

1.10 Confidentiality

The distribution of the Tender document is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the Tender process, and their participation in same, as **private and confidential**. Tenderers must not disclose any information about the Tender process to anyone other than those who have a legitimate need to know for the purpose of tendering or as required by law.

1.11 SMEs

IDA Ireland seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (**SMEs**) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Framework Agreement that may result from this Competition and therefore increase their social and economic benefits. Larger enterprises are also encouraged to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Framework Agreement that may result from this Competition.

2 INSTRUCTIONS TO TENDERERS

2.1 The Tenderer

Tenders may be submitted by an individual, a single entity, or a consortium or grouping of persons (however constituted). For the purposes of this CfT, a Tenderer is an economic operator who has expressed an interest in participating in this competition, and may include without limitation any of the following (each referred to as the “**Tenderer**”):

- (a) individual candidate who is a natural person or a sole trader or single legal entity;
- (b) a corporate entity, a joint venture, or a partnership;
- (c) a consortium or group of members whether incorporated or unincorporated, including without limitation where a group proposes to contract whether through:
 - (i) a special purpose vehicle (SPV); or
 - (ii) one or more members of the consortium or grouping acting as lead member; or
 - (iii) a consortium where one or more members are also acting as sub-contractors; or
 - (iv) a group of persons consisting of a prime contractor and one or more persons or entities acting as sub-contractors where the Tenderer is the prime contractor;
 - (v) or an unincorporated grouping of two or more persons.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this CfT, IDA Ireland will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Framework Agreement only (the “**Prime Contractor**”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium members (the “**Subcontractor**”).

The Prime Contractor must be identified at Part 1 of the Tender Response Document. Please note that IDA Ireland will only deal with the Prime Contractor regarding all matters related to this Competition.

The Tender Response Document indicates, with regard to particular sections, whether information must also be provided in respect of:

- a) all consortium members;
- b) any other organisation upon whose resources or capacities the Tenderer proposes to rely; and/or
- c) any sub-contractors who may play a significant role in the provision of the Services under the Framework Agreement.

Tenderers should also refer to Section 5.1 regarding consortium bidding.

2.2 Sub-contracting

Tenderers should make it clear from their submissions, refer to Part 1 of the Tender Response Document, which entities they are proposing to act as sub-contractor(s) and if sub-contractors are also proposed as members of a consortium.

The Framework Agreement does not allow for the entire obligations of the Contractor to be sub-contracted and sub-contracting under the Framework Agreement is at the sole discretion of IDA Ireland who may withhold its consent.

Where there is any change or proposed change in the details concerning any sub-contractor or sub-contracting arrangements that has been notified to IDA Ireland by the Tenderer, such a change must be notified in writing to IDA Ireland.

2.3 Reliance on Resources

If any Tenderer, including a Tenderer consisting of a consortium or group of members however constituted, or a grouping, wishes to rely on the resources of any person or other entity or entities, or in the case of a consortium, of the members of the consortium, or of sub-contractor(s), or of any third party, in order to meet the selection criteria set out in this CfT and prove its economic and financial capacity and/or technical and/or professional expertise, including any minimum selection criteria, it may do so whatever the nature of the legal link between itself and those persons/entities PROVIDED the Tenderer can prove to the satisfaction of IDA Ireland (in its absolute discretion) that it will have these necessary resources at its disposal when required. IDA Ireland may require, in this regard, a letter of undertaking from such other entity confirming that it will provide the necessary support.

Tenderers must set out in its detailed responses to the Tender Response Document in respect of each of the selection criteria what are the precise arrangements by which it proposes to rely on the capacity and resources of other persons or entities, in the case of each of the selection criteria where it proposes to do so, and the relevant Parts of the Tender Response Document must be completed in relation to reliance on resources where this is relied upon by the Tenderer.

2.4 Completion of Tenders

Tenderers **must** complete and submit the following documents as part of their Tender:

- (i) **Tender Response Documents** attached as Appendices to this CfT;

Tenderers are required to complete and submit the Tender Response Document and to provide all details which they consider necessary to provide a sufficient response to each Part of the Tender Response Document.

- (ii) **Form of Tender** documents attached as Appendices to this CfT;

Tenderers are required to complete, sign, and submit the Form of Tender as set out. **Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the Tender.**

THESE DOCUMENTS MUST BE SUBMITTED AS SEPARATE DOCUMENTS.

Please note that the following documents should be considered in Tender preparation but **do not** need to be submitted as part of your Tender:

- (i) An executed version of IDA Ireland's Framework Agreement Terms and Conditions attached to this CfT as Appendix 4 will only be required from Successful Tenderers at contract signing stage. However, this document should be reviewed carefully to ensure that the Tenderer can meet the stated Terms and Conditions (if awarded the Framework Agreement) and that the Tenderer and Tender is prepared in accordance with same.
- (ii) An executed version of the **Confidentiality Agreement** included at Schedule 8 of Appendix 4 IDA Ireland's Framework Agreement Terms and Conditions attached to this CfT will only be required from Successful Tenderers at contract signing stage. However, this document should be reviewed carefully to ensure that the Tenderer can meet the stated Confidentiality Agreement (if awarded the Framework Agreement) and that the Tenderer and Tender is prepared in accordance with the same.
- (iii) IDA Ireland's Data Protection Notice attached to this CfT as Appendix 5.

Tenderers should present their completed Tender Response Document and Form of Tender as set out therein.

Tenderers are not permitted to make any alteration whatsoever to the Tender Response Documents or Forms of Tender other than filling in the required information.

All documents requiring a signature must be signed by an authorised signatory of the Tenderer.

The fully completed documents should be clearly marked with the tender title and with the Tenderers Name.

All submission documents must be in word/excel/PDF portable document format. The Tender Response Document as submitted, must identify clearly where text should be supported by additional information in the form of, for example, organisational chart, detailed work programme, curriculum vitae(s) where permitted.

2.5 Tender Submission

IDA Ireland is using the post-box facility on eTenders, and tender responses must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, post, or hand delivery) will **not** be accepted.

Completed tender responses including the fully completed Tender Response Document, Form of Tender and all relevant accompanying documentation relating to it must be uploaded in response to this CfT no later than **Friday, 02 October 2026 at 12.00 hours Irish Time**.

IDA Ireland, at its absolute discretion, may extend the Tender submission Deadline. Any extension will be notified via eTenders before the original Tender submission deadline.

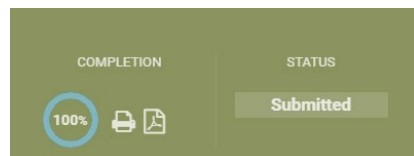
IDA Ireland is not responsible for corruption in documents. Tenderers must ensure that the documents are not corrupted and are in a readable format. **Documents must not be imbedded.**

eTenders

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the platform prior to the closing date.

Submitting your Response

In responding to a competition, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above, you **have not** submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Where possible please upload your response as a **ZIP FILE** to protect the integrity of the file names.

Please note that IDA Ireland takes no responsibility for these steps being the totality of the steps required as different processes may require different actions.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline. The onus is on Tenderers to ensure that their completed Tender Response Documents and any associated documents relating to them, reach the eTenders post-box on time. It is not advisable to wait until the last moment to upload documents and Tenderers should allow enough time to complete the uploading process to eTenders. Tenderers should also note that after the deadline for Tender submissions has passed the uploading facility will be removed by eTenders.

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

IDA Ireland accepts no responsibility regarding the eTenders website.

2.6 Tender Validity Period

Tenderers are required to keep their Tenders open for acceptance for a period of six (6) months from the Tender deadline. IDA Ireland may request Tenderers to extend their Tender Validity Period where this is considered necessary.

2.7 Queries and Clarifications

Tenderers may not address queries to, or communicate with, IDA Ireland in relation to this competition, other than in the manner provided for in this Section 2.7.

Where the Tenderer has any queries or observations regarding the meaning of any requirement or any other aspect of this CfT, the Tenderer must submit such queries via the eTenders portal **ONLY** no later than **Friday, 18 September 2026 at 12.00 hours Irish Time**.

IDA Ireland, in its sole discretion, may reply to queries received after that date. IDA Ireland will endeavour to respond to reasonable queries but does not undertake to respond to all queries received. IDA Ireland does not propose to respond to queries seeking interpretation of this CfT.

Queries may only be submitted via the messaging functionality in eTenders. All responses to queries will be issued by IDA Ireland via the messaging facility on eTenders. Where appropriate, queries may be amalgamated.

If a Tenderer believes a query and/or its response is confidential or commercially sensitive, it must mark the query as “confidential” or “commercially sensitive”. If IDA Ireland, at its absolute 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 the responses will be kept confidential (subject to IDA Ireland’s obligations under law).

If IDA Ireland is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer accordingly and require the Tenderer to either withdraw the query or to raise any objection within three (3) calendar days of such notification and to state the grounds for its objection.

If the Tenderer does not withdraw the query or raise any objection within the specified period, or IDA Ireland is of the opinion that, notwithstanding the objection of the Tenderer or the withdrawal of the query, the query is not confidential or commercially sensitive, IDA Ireland may issue the query and its response to all Tenderers.

For the avoidance of doubt, Tenderers may not contact IDA Ireland regarding any aspect of this Competition by any other means. No approach of any kind in connection with this CfT can be made to any other person within, or associated with, IDA Ireland and any attempt to do so may, at IDA Ireland’s absolute discretion, result in the elimination of the Tenderer from further participation in this Competition.

No unsolicited communications will be entertained during the evaluation period.

Query Process for Framework Agreement Terms and Conditions

It is intended that the Framework Agreement Terms and Conditions set out in Appendix 4 will be finalised (with minor amendments, if necessary) during the Query process set out above and responses to such queries will be broadcast on eTenders to all tendering parties.

To this end, any issue which a Tenderer may have with the Framework Agreement Terms and Conditions must be raised by way of the tender query process set out above. Any proposed amendment should be described in clear detail. It will be at IDA Ireland’s sole discretion to modify the Framework Agreement Terms and Conditions.

For the avoidance of doubt IDA Ireland will not be in a position to subsequently discuss any proposed amendments during the tender evaluation process.

2.8 Form of Tender

Cost details must be submitted in the format shown in the relevant **Form of Tender** Appendix 3.

Payment for services supplied will be in accordance with IDA Ireland's Framework Agreement Terms and Conditions. All prices tendered must be all-inclusive (i.e., including but not being limited to all costs/expenses/indexation) and unless otherwise stated in the Form of Tender, be expressed in **Euro €** only and exclusive of VAT.

Where applicable any currency variations occurring over the term of the Contract shall be borne by the Tenderer.

3 SPECIFICATION OF REQUIREMENTS

Scope of Services Required

IDA Ireland works to showcase Ireland as an investment location based on a blend of a talented skills pool, a long standing FDI track record and pro-business policies. Ireland also benefits from its ease of doing business, a strong third level education sector and access to the European market (the biggest in the world in GDP terms).

Under IDA Ireland's current strategy, Adapt Intelligently: A Strategy for Sustainable Growth and Innovation 2025-2029, our focus remains on winning investment for Ireland and sustained regional development. IDA Ireland regards transformation as critical to delivering and sustaining future economic impact and prioritises areas of research and development, innovation, sustainability, digitalisation, and talent development, as client companies look to build a sustainable future.

IDA Ireland now plans to establish a single supplier Framework for building surveyor services for comprehensive insurance reinstatement valuations of all IDA-owned buildings. The successful tenderer will be required to execute both on-site and desk-based valuation services over a four-year contract period, in accordance with international best practice and applicable statutory requirements.

Year 1 – Comprehensive On-Site Insurance Reinstatement Building Valuations of the entire portfolio:

- Field valuation work will take place in January and February 2027, with final reports submitted to IDA Ireland by 1st March 2027 and by the same date each year thereafter. Depending on the contract award date, these activities & submission dates may be even earlier.
These dates are non-negotiable and Tenderers should ensure that they have sufficient resources in place to adhere to the strict timelines set out in this CfT.
- Undertake thorough on-site inspections and valuations of all IDA-owned buildings, considering each property's structure, finishes, fixtures, and unique site-specific circumstances.
- Compile detailed valuation reports, inclusive of photographic records, measurements, and professional recommendations for insurance reinstatement values.

IDA currently manages c.32 buildings across various locations (see Appendix 6). The number and locations of these buildings may change during the contract period, therefore the costing schedule should remain flexible to accommodate 'in contract' adjustments as needed for example where a new building is added or the portfolio of buildings is reduced following sales.

Years 2 and 3 – Desk-Based Valuations:

- Conduct desk-based reviews and updates using current construction cost indices, market intelligence, and relevant supporting documentation.
- Revise building portfolio reinstatement values in line with prevailing market trends, inflation rates, and any changes in building characteristics or regulations to be submitted to IDA no later than February 1st for each year of the contract.
- Provide concise summary reports detailing methodologies, data sources, and justification for any adjustments made.

Year 4 – Comprehensive On-Site Valuations of the entire portfolio as detailed for Year 1 above except that the final and latest submission date will be February 1st of that year.

Full details of the Service Requirements set out in Appendix 1.

The Specification of Requirements are IDA Ireland's current requirements and are subject to change in line with the business needs and ongoing operational requirements of IDA Ireland over the term of the Framework.

Additional Services within the scope of the Framework may be required over the Framework Agreement Term the delivery of which may be requested via the mechanisms in Appendix 4 IDA Ireland's Framework Agreement Terms and Conditions.

4 TENDER EVALUATION

Tenders will be evaluated in accordance with the Selection Criteria and Award Criteria specified in this CfT.

IDA Ireland will evaluate Tenders in three phases as set out below:

- Completeness/compliance check.
- Evaluation of selection criteria; and
- Evaluation of award criteria.

4.1 Completeness and Compliance

In the first instance, Tenders will be subject to a check for completeness in accordance with Section 2.4 of this CfT to ensure that all Tenderers have provided a complete and compliant response to all questions and requirements contained in this CfT and have submitted all necessary supporting documentation, where required.

Tenders must not include or be accompanied by any qualification(s), assumption(s) or statement(s) that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.

If a Tenderer fails to comply in any respect with the requirements of this CfT, IDA Ireland reserves the right to reject the Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;

- seeking further information from the Tenderer; or
- waiving a requirement, which in IDA Ireland's view, is non-material or procedural.

However, notwithstanding anything to the contrary in this Part 4, the IDA reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) A Declaration of Personal Circumstances in the form set out in the Tender Response Document;
- (ii) Evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) In the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 4.2 below;
- (iv) Information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) Information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a tenderer does not, upon request by the IDA, provide evidence which is considered by the IDA as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this CfT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the IDA, provide evidence which is considered by the IDA as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this CfT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of the subcontract exceeds 10% of the value of the Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this CfT.

4.2 Selection Criteria

Only those Tenderers who have submitted a compliant Tender pursuant to Section 4.1 will be evaluated in accordance with the Selection Criteria set out in this Section 4.2.

Tenderers will either pass OR fail each of the Selection Criteria. **A Tenderer who fails to meet any of the Selection Criteria will be eliminated from the Competition and will not be assessed further.**

Tenderers should note that:

(i) **Selection Criterion Economic and Financial Standing**

For the purpose of responding to this CfT, it shall suffice for the Tenderer to complete and submit either (i) the European Single Procurement Documents (ESPD) or the Self Declaration set out in Part 2 of the Tender Response Document in respect of the Selection Criteria **Economic and Financial Standing** only.

(ii) **Selection Criterion Technical and Professional Ability**

For the purpose of responding to this CfT, Tenderers **may not** simply respond by way of ESPD or Self Declaration. A full response is required to be provided for Selection Criterion **Technical and Professional Ability** in the Tender Response Document.

(iii) Tenderers, upon request, must promptly provide the IDA with evidence of turnover (e.g., an extract from its audited accounts), together with any additional information that the IDA may request for the purposes of assessing whether the Tenderer meets the stated minimum requirement. The information provided must be representative and accurate as at the date of submission of its Tender to IDA Ireland.

(iv) Where, the Tenderer is relying on another entity to which it is directly or indirectly linked, whatever the legal nature of those links may be (including, but not limited to, for example, reliance on a parent company's resources) to meet the minimum turnover requirements, the evidence required must also be provided in respect of such parent company or other entity promptly upon request by IDA Ireland.

For the purposes of responding to this CfT, it shall suffice for the Tenderer to declare, by way of the Self Declaration in Part 2.1 of the Tender Response Document, that it can meet the requirements under the Selection Criteria **Economic and Financial Standing**. Tenderers must submit a completed and signed Self Declaration in accordance with Part 2.1 of the Tender Response Document. IDA Ireland reserves the right to seek evidence substantiating such declarations at any time.

Tenderers should note that IDA Ireland reserves the right to seek evidence substantiating the declarations made in the ESPD or Self Declarations at any time. If a Tenderer fails to produce the evidence within seven calendar days from the date of IDA Ireland's request for such evidence (or such other period as IDA Ireland may indicate), IDA Ireland reserves the right to take such steps as it deems appropriate. Where a Successful Tenderer has been requested to provide evidence and fails to do so within the relevant period, IDA Ireland reserves the right to award the Framework Agreement to the next highest ranked Tenderer.

For the avoidance of doubt any contractual agreement entered into between IDA Ireland and the Successful Tenderer will be subject to receipt by IDA Ireland of all documents and/or information required to substantiate the declarations made in the ESPD or Self Declarations made by the Successful Tenderer.

1. Economic and Financial Standing

Tenderers will either pass OR fail each of the following Selection Criteria.

1.A Turnover (Pass/Fail)

Tenderers must declare that the total average annual turnover of the Tenderer in each of the last three financial years is equal to or exceeds **seven hundred thousand euro (€700,000)** (or foreign equivalent) or alternatively, if the date of establishment was more recent, the annual turnover is equal to or exceeds **seven hundred thousand euro (€700,000)** (or foreign equivalent) for the year(s) the Tenderer has been established (pro-rata for companies established within one year).

1.B Insurance

The Successful Tenderer will be required, at a minimum to take out and maintain at its sole cost and expense for the duration of the Framework Agreement Term the insurance levels stated in the table below:

Insurance Type	Level Required
Employer's Liability	Thirteen million euro (€13,000,000) or foreign equivalent in respect of any one claim or series of claims arising out of a single occurrence.
Public Liability	Six million five hundred thousand euro (€6,500,000) or foreign equivalent in respect of any one claim or series of claims arising out of a single occurrence.
Professional Indemnity	Six million five hundred thousand euro (€6,500,000) or foreign equivalent on an 'each and every claim' basis and in annual aggregate.
Cyber Insurance	One million euro (€1,000,000) or foreign equivalent on each and every claim basis.

If the Successful Tenderer is a consortium, each member must meet each of the above requirements or, alternatively, be covered by the insurance of another member if it does not meet a particular requirement.

Prior to the execution of any Framework Agreement with IDA Ireland and at any time thereafter if requested by IDA Ireland, certificates of insurance or certified copies of all policies certifying that all insurances are in force for the periods specified will be required from the Successful Tenderer.

1.C Tax Clearance (Pass/Fail)

It will be a condition of any contract award arising out of this Competition that the Successful Tenderer shall for the Framework Agreement Term, comply with all EU and domestic tax laws. The Successful Tenderer shall produce prior to Framework Agreement award evidence of their tax clearance status.

For the purposes of responding to this CfT, it shall suffice for the Tenderer to declare by way of the Self Declaration in Part 2.1.3 of the Tender Response Document that they can meet the above requirement. By supplying their Tax Clearance Access Number and Tax Reference Number to facilitate on-line verification through the Revenue Online Service (ROS) Website www.revenue.ie tenderers acknowledge and agree that IDA Ireland has the permission of the Tenderer to verify its tax cleared position online.

In the case of a non-resident Tenderer, a statement from the Revenue Commissioners confirming suitability on tax grounds may be supplied as an alternative to the Tax Clearance Access Number and Tax Reference Number.

Non-Resident applicants who have neither an Irish tax registration nor a permanent established (PE) place of business in the State can download the TC1 - Application for Tax Clearance Certificate form (PDF, 142KB). Completed forms should be forwarded to Non-Residents Unit, Collector-General's Office, Sarsfield House, Francis Street, Limerick or by e-mail to nonrestaxclearance@revenue.ie

Tenderers will be given seven (7) calendar days (or such other period as IDA Ireland may indicate) to produce the relevant information. If a Tenderer fails to produce the information within the required period, IDA Ireland reserves the right to (but is not obliged to) award the Contract to the next highest ranked Tenderer.

1.D Declaration of Personal Circumstances of the Tenderer (Pass/Fail)

Tenderers must complete and sign the Declaration of Personal Circumstances of the Tenderer in Part 2.2 of the Tender Response Document. Failure to sign the Declaration of Personal Circumstances of the Tenderer, or to complete it in the required format, will result in rejection of the tender.

2. Technical and Professional Ability – Single Supplier Framework for Building Surveyor Services for IDA Buildings Reinstatement Values for Insurance Valuations 2026-2030

Tenderers will either pass OR fail each of the following Selection Criteria. A Tenderer's Technical and Professional Ability will be assessed in terms of:

A. Organisational Structure, Manpower and Skills (Pass/Fail)

Tenderers should provide the information required in Part 2.3 A of the Tender Response Document – a corporate biography setting out reasons why your firm is suited to the project with specific references to the relevant services available in-house and details of previous similar projects carried out by the firm, as set out in **Appendix 1 - Specification of Requirements** of the CFT.

B. Experience of Previous Contracts/References (Pass/Fail)

Using the tables provided in Part 2.3 B of **Appendix 2 - Tender Response Document**, Tenderers must provide the information specified in respect of **two (2)** similar valuations reference contracts that have been successfully performed by the Tenderer within the last **five (5) years** (being the 5 years immediately prior to the tender submission deadline).

The example contracts must demonstrate evidence of:

- a high level of experience and expertise in the delivery of **the Services** set out and must provide examples of how their business activities relate to the provision of the services they are tendering for, referencing contracts won in the last 3 years of a similar size, scale, nature and scope.

In this regard, Tenderer's must provide two examples of their current contracts for the services being tendered for which will also act as references for the Tenderer. Reference contracts should clearly demonstrate capability to deliver services of comparable nature and complexity to those required.

- they have read Appendix 1 – Specification of Requirements fully to ensure they gain a good understanding of the nature and scale of services required to inform their selection of appropriate reference contracts for submission.

Tenderers must ensure they provide sufficient information (dates / value/ scale) to allow IDA Ireland to judge the similarity of the contract(s) to the tender requirements.

References

Tenderers must provide **two (2)** satisfactory customer references confirming the information provided in response to paragraph B above. Using the relevant section in the tables, Tenderers must indicate consent to allow IDA Ireland to contact the nominated referees without further notice being given to the Tenderer. Referees may be required to confirm that the information submitted by the Tenderer in response to paragraph B above is true, accurate and not misleading in any way.

Failure to provide the required information may result in the Tenderer being eliminated from the Competition.

Tenderers should not submit more than two (2) contract examples and not more than two (2) references in response to this criterion. If any response to this criterion consists of more than two (2) contracts or two (2) references, then IDA Ireland will review the first two (2) only and will disregard subsequent contracts and references.

Tenderers may be required to provide to the IDA any additional information that the IDA may request for the purposes of verifying the validity of the information provided in respect of the above. Tenderers must provide this information within seven calendar days (or such other period as may be specified by the IDA Ireland) of IDA Ireland's request for same.

C. Suitability to Pursue Professional Activity (Pass/Fail)

Tenderers must complete Part 2.3 C of the Tender Response Document.

Tenderers must declare that none of the Agents proposed to provide the Services have been found guilty of misconduct, or in the case of Agents from outside the Republic of Ireland, the equivalent legislation, rules, or regulations, in the last five (5) years.

D. Data Protection (Pass/Fail)

It is the intention of IDA Ireland that no data gathered on behalf of IDA Ireland can be stored or processed outside of the European Economic Area (EEA) for the duration of the Framework Agreement and any Contract(s). Tenderers need to clearly state where, geographically, data is stored and processed, including backup/DR data and confirm that no data is stored or processed outside of the EEA.

In the event that data needs to be stored and/or processed outside of the EEA, tenderers are asked to specify if an adequacy decision (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en) exists in relation to the non-EU country where they intend data storage and/or processing to be carried out.

In the event storage and processing of the IDA's data is intended to be carried out outside of the EEA, including within the United Kingdom (UK), a Standard Contractual Clause [Standard contractual clauses for international transfers \(europa.eu\)](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en) will be required between IDA Ireland and Successful Tenderers.

Tenderers must complete Part 2.3 D of the Tender Response Document and confirm that they are willing to engage with IDA Ireland on putting this measure in place if the situation applies.

4.3 Reliance on Other Entities

Where in order to meet the Selection Criteria, a Tenderer relies on the resources or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, but not limited to reliance on a parent company's resources), it must provide evidence that it has available to it the resources of those entities or undertakings which are necessary for the performance of the Contract. For example, a written undertaking from such an entity confirming that it will provide the necessary support will suffice for the purposes of responding to this CfT. Where an entity is being relied upon to demonstrate educational and professional qualifications or professional experience, the Tenderer may only rely on the capacity of other entities where such entities will perform the Services for which those capacities are required. If sufficient evidence is not provided, IDA Ireland reserves the right to evaluate the Tenderer based on its own financial, economic, and technical standing.

A contractual commitment (for example a financial guarantee or resource availability commitment) may be required at contract execution stage from any such supporting entity.

4.4 Award Criteria

Only Tenders that are not eliminated on the basis of the Selection Criteria shall be evaluated in accordance with the Award Criteria set out in the table below in order to identify the most economically advantageous tender(s) for appointment to the Framework Agreement.

Award Criteria	Weighting	Maximum Score Available	Minimum Score Required
A. Proposed Methodology and Technical Approach	20%	200	120
B. Proposed Advisory Team	20%	200	120
C. Proposed Plan, Schedule and Timeline for completion of annual deliverables	20%	200	120
D. Added Value Proposals	5%	50	30
E. Environmental, Social & Governance (ESG) Measures	5%	50	n/a
F. Total Cost	30%	300	n/a
TOTAL	100%	1000	n/a

To avoid elimination, Tenders must achieve the above specified Minimum Score Required (60% of the Maximum Score Available) as set out above.

Tenders that fail to achieve the Minimum Score Required under any of the Qualitative (non-cost) Criteria will be eliminated from the Competition and such Tender may not be assessed further. For the avoidance of doubt, such Tender's Total Cost will not be included in the calculation for the purpose of determining Total Cost scores.

Total Cost

Tenderers must complete and submit **separately** the **Form of Tender** at Appendix 3.

Tenderers should note that:

- (i) Tenderers are not permitted to tender abnormally low or high rates or prices or amounts of any kind. If, in IDA Ireland's opinion, having considered the information provided in the Form of Tender, any tendered amounts are deemed to be abnormally low or abnormally high, IDA Ireland may require the Tenderer to provide further details of the constituent elements of the Tender or any other information which IDA Ireland deems relevant. This may include (without limitation) the information listed in Regulation 69(2) of the European Union (Award of Public Authorities' Contracts) Regulations 2016.
- (ii) Any failure to provide such information, where requested, may lead to the exclusion of the Tender from further consideration. If, having considered the information provided, IDA Ireland is of the view that the relevant tendered amounts are abnormally low or abnormally high, IDA Ireland may reject the Tender.
- (iii) IDA Ireland may, without any responsibility for this, examine the details submitted in the Form of Tender for errors and omissions. IDA Ireland reserves the right to correct Tenderers completed Form of Tender for errors and/or omissions at its absolute discretion, or to request the Tenderer to correct the completed Form of Tender if IDA Ireland considers it appropriate to do so. IDA Ireland shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Form of Tender. IDA Ireland's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.
- (iv) IDA Ireland does not undertake to accept the lowest Tender, or part or all of any Tender and the acknowledgement of receipt of any Tender shall not constitute any actual or implied agreement between IDA Ireland and the Tenderer.

Pricing

Tenderers must complete the **Form of Tender** at Appendix 3 as per the requirements set out therein. Failure to do so will automatically eliminate your submission from this Competition.

Tenderers must not change the format of the Form of Tender. Tenderers must submit a single Appendix 3 – Form of Tender document in word or PDF format only. No other format will be accepted.

The costs shown must be in Euro € and exclusive of VAT.

All prices quoted will be fixed during the Framework Agreement Term as set out in Section 1.3 of the Cft.

4.6 Award Criteria Scoring Methodology

The following award criteria scoring methodology shall be applied

Qualitative Criteria – Responses under non-cost criteria will be evaluated based on their quality and merits and on a relative basis against other valid tenders received by reference to the bands listed below, then given a percentage score within the appropriate band. This percentage score will be applied to the maximum score available under the criterion to obtain the Tenderer's score for that criterion.

Band (% Range)	Meaning
(90% - 100%)	An excellent response that fully meets and exceeds the minimum requirements, demonstrates a thorough understanding of the criterion requirements and provides details of how the requirements will be satisfied to an excellent standard. The response provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
(80% - 89%)	A very good response that meets the minimum requirements and demonstrates real understanding of the criterion requirements and provides details on how the criterion requirements will be satisfied to a very good or high standard. The response provides detailed assurance that the Tenderer will deliver to a very good or high standard.
(60% - 79%)	A good/satisfactory response which demonstrates a reasonable understanding of the minimum requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
(0% - 59%)	A response where reservations exist. The response does not fully demonstrate an acceptable understanding of the criterion requirements or provide details on how the criterion requirements will be satisfied to an acceptable standard. Lack full credibility/convincing detail with a significant risk of non-delivery.

Total Cost – the lowest cost Tender (that has not been eliminated) shall be awarded the maximum score available under this criterion. The cost score of subsequent Tenders (which have not been eliminated) shall be calculated using the following formula:

$\frac{\text{The lowest cost Tender}}{\text{Cost of Tender being evaluated}} \times \frac{\text{Maximum Score}}{\text{Available}}$
--

Tenderers should not assume that IDA Ireland or the evaluators are familiar with the Tenderer or their business and should note that responses to this CfT will be evaluated in their own right, based on the material submitted in the Tender response as may be clarified in accordance with this CfT. No unsolicited communications will be entertained during the evaluation period.

Tie Break

If the evaluation results in a tie between two or more Tenders, then the Tender with the highest score for the Quality Criteria shall be deemed the Most Economically Advantageous Tender.

In the event of a tie and there being no difference in the Quality Criteria scores as set out immediately above, then the Tender with the highest mark for the highest weighing qualitative criterion (i.e., the qualitative criterion with the highest number of Maximum Score Available Marks) shall be deemed the Most Economically Advantageous Tender.

In the event of a tie and there being no difference in the Quality or Cost criterion scores, then lots will be drawn to determine the Tender which shall be deemed to be the Most Economically Advantageous Tender.

Order of Tie Break Evaluation Award Criteria for both Lots:

1. **Award Criterion B – Proposed Advisory Team**
2. **Award Criterion A – Proposed Methodology and Technical Approach**
3. **Award Criterion C – Proposed Plan, Schedule and Timeline for completion of annual deliverables**
4. **Award Criterion D – Added Value Proposals**
5. **Award Criterion E – Environmental, Social & Governance (ESB) Measures**

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected on the basis of random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest score are invited to attend at the IDA's premises to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

4.7 Award Decision

IDA Ireland's decision on the outcome of the tender evaluation process will be final and communicated to Tenderers in writing via the eTenders portal. No unsolicited communications from Tenderers will be entertained during the evaluation period.

In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("**Standstill Period**") if such notice is sent electronically or sixteen (16) calendar days if sent by other means. The successful tenderer will be notified of the decision of IDA Ireland and of the expiry date of the Standstill Period.

Tenderers should note that IDA Ireland may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the successful tenderer (without prejudicing the legitimate commercial interests of the successful tenderer, or fair competition between economic operators) in respect of the award criterion assessed by IDA Ireland.

Following the award of contract, an award notice will be despatched announcing the results of the competition as required under European procurement rules.

IDA Ireland reserves the right not to award the Framework Agreement. IDA Ireland further reserves the right to accept any part, or all, of any Tender or Tenders at its sole discretion. None of the information set out in this CfT will constitute a contract, or part of a contract, or an offer to enter into a contract (including with regard to this Competition), between IDA Ireland and any Tenderer. Nothing in these documents is, nor shall be relied upon as, a promise or representation as to IDA Ireland's ultimate decision in relation to the award of the contract for the Services.

5 CONDITIONS OF TENDERING

5.1 Consortium Bidding

Tenders may be submitted by groups of undertakings (a consortium) or individually. In the case of a consortium, the Tender must be submitted as a single integrated Tender which will be evaluated and marked as a single Tender (subject to the requirements listed in this CfT requiring an entity being relied upon to supply certain information).

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this CfT, IDA Ireland will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Framework Agreement only (the “**Prime Contractor**”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium members (the “**Subcontractor**”).

Any change in relation to the composition of a consortium or the identity of proposed sub-contractors or entities being relied upon must be notified to IDA Ireland as soon as possible. Tenderers should note that any such changes may result in disqualification of the relevant Tenderer.

IDA Ireland reserves the right, amongst other solutions, to contract with the Prime Tenderer as prime contractor to whom the other members will be sub-contractors (in which case collateral warranties may be required from any sub-contractor as notified to the Tenderer by IDA Ireland and award of the Framework Agreement will be conditional upon the provision of such warranties), or to require the Framework Agreement be entered into with each member of the group on the basis of joint and several liability.

IDA Ireland may require subcontractors to sign confidentiality agreements and where it considers it necessary share the existence and terms of any such signed confidentiality agreement with any third party to demonstrate to that third party that their confidential information is protected.

5.2 Environmental, Social and Labour Law

In the performance of the Services the Successful Tenderer including their sub-contractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social, and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social, and labour law listed in Annex X of Directive 2014/24/EU.

Tenderers may obtain information regarding their obligations concerning:

- Taxation from the Irish Revenue Commissioners (www.revenue.ie).
- Environmental protection from the Environmental Protection Agency (www.epa.ie).
- Employment protection and working conditions from the Department of Enterprise, Trade and Employment (www.enterprise.gov.ie).

The Successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of providing the Services sought under this Competition.

The application of Council Directive 2001/23/EC on the approximation of 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 SI No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("TUPE Regulations"), will be determined as a matter of law.

Tenderers should consult their own legal advisors as to the application of employment law and their obligations under it. IDA Ireland is not making any representations and is giving no warranties or indemnities of any nature, as to the applicability or otherwise of the TUPE Regulations. The cost of compliance with the TUPE Regulations (insofar as applicable) is deemed to be included in the tendered price and rates.

The Successful Tenderer shall comply with all relevant legislation pertaining to dignity at work. As a public body and employer IDA Ireland is committed to a policy of equality of opportunity for all personnel. Personnel with disabilities are offered the same access to training and services as other staff. The Tenderer must warrant that all measures taken in relation to delivery of the Framework Agreement ensure that personnel with disabilities are not inhibited from availing of such opportunities by problems of physical or sensory access to training, services, and relevant materials.

5.3 Publicity

No publicity regarding this Competition, the award of any Framework Agreement or the execution of the Framework Agreement is permitted unless and until IDA Ireland has given its prior written consent to the relevant communication.

5.4 Conflict of Interest

Any actual or potential conflict of interest involving a Tenderer (or Tenderers in the event of a consortium bid) must be fully disclosed to IDA Ireland as soon as it becomes apparent. Any registrable interest involving the Tenderer and IDA Ireland or employees of IDA Ireland or their relatives must be fully disclosed in the tender submission or should be communicated to IDA Ireland immediately upon such information becoming known to the Tenderer, in the event of this information only coming to their notice after the submission of a Tender and prior to the award of the Framework Agreement. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a Tenderer or invalidate an award of the Framework, depending on when the conflict of interest comes to light.

Where an entity wishes to participate in (or be an advisor to) more than one bidding team for this Competition, it must contact IDA Ireland promptly to seek consent of IDA Ireland to such arrangement. IDA Ireland will consider the request and may seek further information from the entity. IDA Ireland reserves the right, at its absolute discretion, to refuse to allow such multiple participation or to allow it only on the basis of certain conditions. Where Tenders are submitted without the entity complying with this condition 5.4, IDA Ireland reserves the right to take such action as it considers appropriate, including (but not limited to) eliminating any one or more of the relevant Tenders from the Competition.

5.5 Freedom of Information Act

IDA Ireland is subject to legislation governing access to information and cannot guarantee that any information provided by Tenderers, either in response to this Competition or in the course of any contract awarded as a result thereof, will not be released pursuant to IDA Ireland's obligations under law, including the legislation which established IDA Ireland, the Freedom of Information Act 2014, EU, and Irish Government Procurement Procedures or in response to questions, debates, or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Should any Tenderer consider that any information supplied by that Tenderer as part of this Competition is commercially sensitive, confidential, or otherwise exempt from disclosure under access to information legislation the Tenderer must, when providing this information, clearly identify the specific information it does not wish to be disclosed and clearly specify the reasons it believes the information is exempt from disclosure.

Tenderers must note that it is not sufficient to include a statement of confidentiality encompassing all the information provided in the Tender.

Tenderers should note that, on conclusion of any Contract, this Contract will be open to public examination to the extent required by the Freedom of Information Act, 2014 and any other applicable law. IDA Ireland will use reasonable endeavours to consult with the Tenderer about sensitive information before making a decision on any request received.

IDA Ireland accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage or loss suffered as a direct or indirect result of such disclosure.

The requirements of the Freedom of Information Act, 2014 and any other applicable law will supersede the stated requirements of the parties.

5.6 Costs

Each Tenderer shall be liable for all of its own costs and expenses arising out of or in connection with this Competition. IDA Ireland has no obligation whatsoever to reimburse any Tenderer any costs or expenses incurred, or any liability incurred or any losses whatsoever in connection with or as a result of the participation of the Tenderer in this Competition, and whether or not the Competition results in the award of the Framework Agreement and whether or not IDA Ireland elects to terminate the whole or part of the Competition.

5.7 Canvassing

Canvassing or any effort by a Tenderer to influence any staff or agents of IDA Ireland in relation to any aspect of the Competition may result in disqualification from the Competition. Where a Tenderer has an existing relationship with IDA Ireland or its employees, the Tenderer is advised that any discussions, correspondence, or other influences on the Competition may be treated as canvassing.

In accordance with Section 38 of the Ethics in Public Office Acts 1995 and 2001 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

Any Tenderer who, in connection with the Tender:

- (a) offers any inducement, fee or reward to any member, officer or employee of IDA Ireland or any person acting as an adviser for IDA Ireland in connection with the Tender; or
- (b) does anything which would constitute a breach of the Prevention of Corruption Acts, 1889 to 2010; or
- (c) canvasses any of the persons referred to in paragraph (a) in connection with the Tender; or
- (d) contacts any officer or employee of IDA Ireland prior to the Framework Agreement being awarded about any aspect of the Tender in a manner not permitted by the CfT,

may be disqualified (without prejudice to any other civil remedies available to IDA Ireland and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

5.8 Language

All correspondence or documentation submitted in response to or in relation to this CfT shall be in the English or Irish language. In circumstances where an original document which is to form part of the response or correspondence with IDA Ireland is not in the English or Irish language, Tenderers must provide an English translation certified as accurate by the translator, together with a copy of the original document.

5.9 Non-collusion

Any Tenderer who, in connection with the Competition:

- (a) fixes or adjusts the amount or the terms of its Tender by or in accordance with any contract or arrangement with any other Tenderer (other than a member of its own consortium); or
- (b) enters into any contract or arrangement with any other Tenderer that it shall refrain from tendering or as to the amount or terms of any Tender to be submitted; or
- (c) causes or induces any person to enter into such contract or arrangement as is mentioned in either sub-paragraph (a) or (b) above or informs any Tenderer of the amount or approximate amount or terms of any Tender for the Framework Agreement; or
- (d) canvasses any of the other Tenderers in connection with the Tender; or
- (e) offers or agrees to pay or give or does pay or give any sum of money, inducement, or valuable consideration directly or indirectly to any person for any information in connection with any rival Tender; or
- (f) communicates to any person other than IDA Ireland the amount or approximate amount or terms of his proposed Tender (except where such disclosure is made in confidence and is necessary for the preparation of the Tender),

may be disqualified (without prejudice to any other civil remedies available to IDA Ireland and without prejudice to any criminal liability which such conduct may attract).

Tenderers' particular attention is drawn to the provision of the Competition Acts 2002 to 2017. These Acts make it a criminal offence for Tenderers to collude on prices or terms in a public tendering procedure.

Please note that, should IDA Ireland become aware of direct or indirect communications (through trade associations or otherwise) between Tenderers relating to the Framework Agreement, or which might facilitate price collusion, IDA Ireland may disqualify such Tender(s) or Tenderers and may notify the matter to the Competition and Consumer Protection Commission with the recommendation that action be taken against such Tenderers.

5.10 Industry Terms used in the Cft

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type, or patent:

- (a) this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".
- (b) all such references are to be given the meaning generally understood in the relevant industry and operational environment.

5.11 Data Protection

In the Procurement Documents, "Data Protection Law" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (**GDPR**), the Data Protection Acts, 1988 - 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.

Tenderers are referred to the Data Protection Notice set out at Appendix 5 in respect of information provided in response to this Cft.

It will be a condition of any Contract award arising out of this Competition that the Successful Tenderer shall for the Contract term, comply with all EU applicable requirements of the Data Protection Laws and shall not transfer Personal Data to a recipient outside the European Economic Area (**EEA**), without IDA Ireland's prior written consent.

To the extent that the Successful Tenderer processes personal data on behalf of IDA Ireland, it must do so in compliance with applicable law relating to data protection and in accordance with the Framework Agreement. Tenderers are directed to the provisions of the Framework Agreement for further detail.

Where, if and to the extent that, the transfer of data outside of the EEA, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union (a "**Third Country**"), is required under the Contract the successful tenderer will be required to ensure that appropriate measures are in place to comply with their obligations under applicable law governing such transfers, which may include entering into a contract governing the transfer which contains the 'standard contractual clauses' approved for this purpose by the European Commission.

5.12 Sufficiency and Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the Tender.

Tenderers are cautioned to check the accuracy of their Tender prior to submission. A Tender found containing any clerical errors or omissions may, at the sole discretion of IDA Ireland, be referred back to the Tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

IDA Ireland reserves the right to disqualify incomplete Tenders. To assist in finalising the Tender evaluation, selected Tenderers may be invited to attend clarification meetings with IDA Ireland.

5.13 Tender Documents – Ambiguity, Discrepancy, Error, Omission

Tenderers shall immediately notify IDA Ireland should they become aware of any ambiguity, discrepancy, error, or omission in the Tender documents. IDA Ireland will, upon receipt of such notification, issue a clarification by in accordance with Section 2.7 of this CfT to all Tenderers in respect of any such ambiguity, discrepancy, error, or omission. Such clarification shall then form part of the Tender Documents.

5.14 Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

5.15 Verification

IDA Ireland reserves the right to seek verification from any Tenderer, at any stage during the Competition, (including the CfT stage and Framework Agreement award stage) in relation to any item, data or information supplied or in relation to any item referred to in any of the Declarations to be completed and referred to in this CfT, and to seek verification of evidence of and/or to verify its compliance with the selection criteria set out in the CfT and seek supporting documents/references/clarifications.

If a Tenderer, at any stage during the competition, refuses to provide evidence which is considered by IDA Ireland to be sufficient to demonstrate:

- (a) compliance with the selection criteria; or
- (b) the Tenderer's reliability.

it shall be excluded from the Competition, and this shall include evidence required in relation to any member of a consortium or in relation to any entity on whom the Tenderer relies in order to fulfil any of the selection criteria.

IDA Ireland reserves the right to require the Tenderer to replace any entity who does not fulfil the selection criteria. Where a Tenderer is required to replace an entity and the replacement entity does not fulfil the selection criteria it may be excluded from the competition.

5.16 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the Framework Agreement will be paid, shall be in Euro (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the Successful Tenderer. IDA Ireland operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by IDA Ireland is normally Electronic Funds Transfer.

5.17 Service Audit

IDA Ireland reserves the right to undertake an audit to validate and verify performance against the agreed Framework Agreement terms. This audit may be carried out by IDA Ireland or a third party on their behalf. In tendering, tenderers agree to facilitate such audits.

5.18 Tax Compliance

It will be a condition of award of the Framework Agreement that the Successful Tenderer is tax compliant, and this tax compliance status must be maintained throughout the lifetime of the Framework Agreement. IDA Ireland reserves the right to verify this tax compliance status at any time during the Framework Agreement Term.

5.19 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

5.20 Sustainability

IDA Ireland is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in any materials used.

5.21 Clarification of Tenders

IDA Ireland is entitled, but not obliged, to seek clarification of Tenders in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered, or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with IDA Ireland.

5.22 Change in Composition of a Tender

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

5.23 Copyright

IDA Ireland will have copyright ownership of any material developed for use by IDA Ireland under the terms of this Competition.

5.24 Irish Legislation and Law

Any Framework Agreement and Contract awarded on foot of this Competition will be governed by Irish law.

END OF DOCUMENT