

REQUEST FOR TENDERS

for the provision of Market Research Services to update existing research regarding the residential development sector within the State, with particular regard to small and medium sized developers / builders to Home Building Finance Ireland (HBFI)

(Ref: 2026PR067)

<u>KEY DATES</u>	
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1. BACKGROUND

The Home Building Finance Ireland Act 2018 (“**HBFI Act**”) provided for the formation of a private company to be known as Home Building Finance Ireland (“**HBFI**”) to provide for the making available of financing on commercial terms, for residential development projects in the State and to provide for related matters. Funding is available for residential projects that are commercially viable and are in line with criteria for such projects as set out by HBFI (as amended from time to time). A group entity of HBFI, Home Building Finance Ireland (Lending) DAC (“**HBFIL**”), was incorporated on 4th January 2019. For the purposes of this tender process, references to HBFI shall also include its group entity.

HBFI is funded by the Ireland Strategic Investment Fund which is managed and controlled by the National Treasury Management Agency (“**Authority**”). HBFI began to accept Expressions of Interest from potential borrowers on 28 January 2019.

References in this RFT to the “**Authority**” shall mean the Authority, as agent of HBFI, and/or HBFI, as the context requires.

Further information on HBFI can be found on www.hbfi.ie.

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

The Authority reserves the right to update or alter any information contained in this request for tenders (“**RFT**”) at any time.

2. STRUCTURE OF THIS COMPETITION

- 2.1 This RFT includes the attached schedules and all supporting and supplemental information.
- 2.2 The National Treasury Management Agency (“**NTMA**”) is seeking tenders for the provision of Market Research Services to update existing research regarding the residential development sector within the State with particular regard to small and medium sized developers / builders (referred to herein as the “**Services**”), as more particularly described in Schedule 4 (The Services). This call for competition to tenderers (each a “**Tenderer**”) involves the appointment of an economic operator (the “**Service Provider**”) to provide the Services.
- 2.3 Tenderers should submit their responses to the RFT in full compliance with Schedule 3 (Form of Tender). Tenderers may only submit one response. If a Tenderer participates in a consortium, it may be a member of one consortium only.
- 2.4 Subject to section 5.4 (Compliance), only those Tenderers who satisfy the minimum requirements as set out in Schedule 1 (Minimum Requirements) may be permitted to proceed further in this competition. Any Tender that fails to meet a minimum requirement will be eliminated.

- 2.5 The contract, if awarded, shall be awarded to the Tenderer identified as having submitted the most economically advantageous tender, determined using the award criteria specified in Schedule 2 (Award Criteria). The successful Tenderer shall be appointed subject to the pre-conditions detailed in section 7.3 (Preconditions to Award of Contract).
- 2.6 Any Services, instructed by the Authority under the contract, awarded to the successful Tenderer shall be governed by the terms set out in a contract substantially in the form provided in Schedule 5 (the “**Contract**”) to be entered into between the Authority and the Service Provider.
- 2.7 The contract, if awarded, shall remain in place for the period required for the completion of the Services.
- 2.8 Award of the Contract does not constitute a commitment or guarantee by the Authority to procure services from the Service Provider.
- 2.9 The Authority reserves the right to award the Contract in whole, in part or not at all at its absolute and sole discretion. The Authority reserves the right to increase or reduce the scope of Services and the anticipated duration of the services at its sole discretion. The NTMA is not obliged to award any Services under the Contract and may procure contracts for the Services in other ways.

3. SCOPE OF SERVICES

3.1 The Services

The Services to be provided under the Contract are more particularly described in Schedule 4 (The Services).

3.2 Additional Services

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

4. GENERAL INFORMATION

4.1 Consortia

- a. If a Tenderer is forming a consortium for the purposes of submitting a tender, they must identify the consortium members and confirm that all members will be jointly and severally liable for the provision of the Services.

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

4.2 Subcontracting

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

4.3 Reliance on Resources

If a Tenderer is relying on the resources of a parent or other entity in order to meet the minimum requirements detailed in Schedule 1 (Minimum Requirements), the Tenderer must demonstrate the commitment of such other entity to provide the necessary capacities, for example by providing a letter from such entity confirming that it will provide the capacities or resources being relied upon and will execute a contractual commitment to that effect if required by the Authority to do so.

A guarantee or other commitment from such entity may be required as a condition of contract award.

Where an entity is being relied upon in order to meet the Minimum Experience selection criterion in Schedule 1 (Minimum Requirements), the Tenderer must confirm that the entity being relied upon will itself perform the services for which those capacities are required. If this is not established to the satisfaction of the Authority, the Authority will assess the suitability of the Tenderer without taking into account the capacities of such entity.

4.4 Conflicts of Interest

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

4.5 Tendering Costs

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

4.6 No Liability

Tenderers may not rely on any information or statements contained in this RFT and the Authority makes no representation or warranty, express or implied, in relation to such information. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFT will be construed as legal, financial or technical advice. The Authority shall have no liability or responsibility in relation to the accuracy, adequacy or completeness of any information or statements or for the reasonableness of any assumption made in this RFT. The Authority will incur no liability or responsibility arising out of, or in respect of, this RFT.

4.7 No Legal Obligation

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

Authority and the successful Tenderer and any conditions precedent to its effectiveness have been fulfilled.

4.8 Governing Law and Jurisdiction

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

4.9 Confidential Information

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

4.10 Right to Amend or Terminate the Tender Process

The Authority may, in its absolute discretion:

- a. change the basis of, or the procedures (including the timetable) relating to the tender process;
- b. reject any or all of the tenders;
- c. invite Tenderers to proceed further at any stage of the tender process;
- d. do such things or engage in such actions as it deems necessary to ensure that the Services and provision thereof yield value for money, which may include requiring a re-submission of any element of tenders;
- e. furnish Tenderers with additional information in respect of any aspect of the Services; or
- f. abandon the tender process.

4.11 Addendum to RFT Documents

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

4.12 Requests for Clarification and Enquiries, Ambiguity, Discrepancy, Error or Omission

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

The **Query Deadline** for receipt of queries is as defined in the Key Dates table on the front page of the RFT.

The Authority shall, as soon as reasonably practicable, following receipt of such notification, notify all Tenderers, by issuing a notice on www.etenders.gov.ie of its decision in respect of such perceived ambiguity, discrepancy, error, omission or query. No other communication by the Authority shall be considered valid. Tenderers shall make all requests for clarification or enquiries relating to the RFT in writing as soon as possible, but in any case, not later than the Query Deadline.

The Authority reserves the right to, but is not obliged to, respond to queries received after that deadline. The Authority does not undertake to respond to all queries received.

- b. If a Tenderer believes that a query and/or its response relates to a confidential or commercially sensitive aspect of its tender it must mark the query as “confidential” or “commercially sensitive”. If the Authority, at its discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential (subject to any applicable legal requirements). If the Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or raise any objection within 24 hours and state the grounds for objection. If the query is not withdrawn or no objection is raised or the Authority is of the opinion that notwithstanding the objection or withdrawal, the query is not confidential or commercially sensitive, the Authority may issue the query and its response to all of the Tenderers.
- c. All responses to requests by Tenderers, contained in addenda issued by the Authority, will contain the terms of the request (or a summary of it) but shall make no reference to the identity of the Tenderer.
- d. Once Tenderers have submitted their tenders, they will be deemed to have fully read and understood the tender documents (including the Contract) and to have raised any relevant queries and received all necessary clarifications prior to submitting their tenders.

4.13 Confidentiality and Media Communication

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

- a. this RFT or the procedure of awarding the Contract;
- b. any Services awarded pursuant to the Contract; and
- c. the provision of such Services.

4.14 Release of Information

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

4.15 Interference, Collusion or Canvassing

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

4.16 Environmental, Social and Labour Law

- a. In the performance of any contract awarded the successful Tenderer and their subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU. The successful Tenderer shall be responsible for compliance with all of the statutory requirements of an employer and, without prejudice to the generality of the foregoing, shall remain solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by it for the purposes of providing the Services.

- b. The successful Tenderer shall be required to undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (if applicable) and to indemnify the Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- c. The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

4.17. Registrable Interest

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

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

4.18 PAYE Compliance

The successful Tenderer shall comply with all employee payroll tax obligations in Ireland, including pay as you earn ("PAYE"). Tenderers proposing non-Irish employments exercised in Ireland to provide the Services should ensure they consider their employee payroll tax deduction obligations as specified by the Revenue Commissioners of Ireland prior to the submission of their tender.

4.19 Further Information

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

4.16 Individual Meetings

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

5. COMPLETION OF TENDER

5.1 Form of Tender Requirements

Tenderers must submit:

- a. a duly completed tender and such additional supporting information as may be required as set out in Schedule 1 (Minimum Requirements) and Schedule 3 (Form of Tender); and
- b. such other information as the Authority may request prior to the Response Deadline (as defined in section 6.1).

5.2 Minimum Requirements

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

5.3 Award Criteria and Evaluation

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

5.4 Compliance

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

those items specifically requested, pursuant to this RFT, save where expressly permitted in this RFT.

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

5.5 Complete Information

- a. Tenders should be complete and all details requested should be submitted. Incomplete tenders may be rejected.
- b. Each Tenderer shall be deemed to have satisfied itself, before submitting its tender, as to the completeness and sufficiency of its tender in compliance with the requirements of this RFT.

5.6 English Language

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

5.7 Word Count/Page Number Limit

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

5.8 Clarification of Tenders

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

5.9 Abnormally Low or High Fees

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

5.10 Interviews

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

5.11 Fees

- a. Fees tendered in accordance with section 4.3 of Schedule 3 (the “**Fees**”) should be denominated in **euro (€)** exclusive of VAT. All Fees should be completed to two decimal places. The VAT rate(s) applicable should be indicated separately.
- b. The Fees shall include all expenses such as materials, travel, accommodation, administration costs, all organisation overheads and costs of photocopying, printing, telephone, postage and courier etc. (but exclude VAT).
- c. Fees shall be indexed in accordance with clause 4 of the Contract. Without prejudice to the generality of section 5.4, Fees shall be free of any caveats or conditions.
- d. Tenderers should note that the Authority may publish the Fees of the successful Tenderer under the Contract.

5.12 Tender Validity Period

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

5.13 Freedom of Information and Data Protection

- a. The Authority is subject to the provisions of the Freedom of Information Act 2014 as well as other legislation governing access to information. Therefore, where Tenderers consider any information they provide in the course of this competition to be commercially sensitive or confidential in nature, they should identify that information as “commercially sensitive” or “confidential” and specify the applicable reasons. The nature of the documentation may then be taken into account by the Authority in

considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. Where required by law, the Authority will consult with Tenderers before making a decision on a request received. The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that on conclusion of the Contract for the services that are the subject-matter of this competition, a right of access to the Contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

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

6. SUBMISSION OF TENDERS

6.1 Response Deadline

The **Response Deadline** for receipt of tenders is as defined in the Key Dates table on the front page of this RFT.

The Authority may, at its absolute discretion, extend the Response Deadline. Each Tenderer is fully responsible for the safe and timely delivery of its tender.

6.2 Submission

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Response Deadline.

In order to submit a document to the electronic post box, Tenderers should note that they must click 'Submit' icon.

6.3 Tenderers to Retain Own Copy

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

7. AWARD OF CONTRACT

7.1 Tender Evaluation

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

7.2 Notification

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

7.3 Preconditions to Award of Contract

Prior to and as a pre-condition to executing the Contract, the Authority anticipates that it will require the highest-ranking Tenderer to:

- a. Provide evidence of tax clearance from the Revenue Commissioners of Ireland, including (where applicable) tax reference number and Tax Clearance Access Number to facilitate electronic verification of tax clearance status (it should be noted in this regard that by providing information for electronic verification, the Tenderer grants permission to the Authority to use such information in order to verify the Tenderer's tax clearance status);
- b. Produce a statement that no potential or actual conflicts of interest exist save as disclosed in accordance with section 4.4;
- c. Produce evidence substantiating declarations made with regard to Schedule 1 (Minimum Requirements);
- d. Confirm that the Declaration of Eligibility provided in accordance with section 1 of Schedule 1 (Minimum Requirements) continues to apply;
- e. Demonstrate compliance with any other applicable legal requirement specified by the Authority as being a precondition to executing the Contract; and
- f. Provide any other information requested by the Authority.

If the successful Tenderer fails to provide the evidence which is considered by the Authority as sufficient, it may be excluded from the competition and the Authority reserves the right to proceed with the next highest ranked Tenderer.

The Authority reserves the right to require the successful Tenderer to complete a checklist to demonstrate how such Tenderer shall comply with Data Protection Legislation.

7.4 Submissions on terms of Contract

Tenderers are advised to review the draft Contract in Schedule 6 and must submit via the query procedure in Section 4.12 any material comments or queries they have on the provisions of the Contract.

The Authority may seek to clarify any comments received with any Tenderer.

The Authority reserves the right, at its sole discretion, to notify Tenderers of amendments to the Contract and/or re-issue the Contract prior to tenderer submission, following its review and assessment of any proposals or issues raised in respect of the Contract.

Tenderers must submit their tenders on the basis of the terms and conditions set out in the latest version of the Contract circulated by the Authority in advance of the Response Deadline. Such Contract shall not be subject to further material comments or negotiations between the Authority and Tenderers, including the successful Tenderer. Any Tenderer who seeks material changes to the terms and conditions in its Tender may be treated as having submitted a qualified tender and may have their tender rejected. Similarly, the Authority may reject the tender of any Tenderer who seeks to introduce material changes to the terms of the Contract following submission of tenders.

7.5 Signing of the Contract

Subject to compliance with all applicable pre-conditions, the Authority intends to execute a Contract with the successful Tenderer.

Where the signed Contract is not returned by the successful Tenderer within the period specified by the Authority (if any) then the Authority reserves the right to proceed to award the Contract to the next highest ranked Tenderer.

SCHEDULE 1

MINIMUM REQUIREMENTS

PART A – ELIGIBILITY REQUIREMENTS

Tenderers are entitled to rely on the capacity of other entities to meet the Minimum Requirements. Tenderers may also name any subcontractors intended to be involved in performing the contract. In the event that a Tenderer is relying on the capacity of another entity or entities in connection with the Minimum Requirements in Part B of this Schedule 1, or where any subcontractors are proposed, any references in paragraph 1 (Eligibility) below to “Tenderer” shall be interpreted as including such entities /subcontractors.

If an entity being relied upon or a subcontractor is in one of the situations listed below in paragraph 1, the Authority may require that the Tenderer replaces such entity/subcontractor with another entity/subcontractor to whom the grounds do not apply. In the event that the entity/subcontractor cannot be replaced with another entity/subcontractor to whom the grounds do not apply (including where the Authority concludes that to permit such replacement would be contrary to law), the Authority reserves the right to eliminate the Tenderer from the competition.

1. Eligibility

- 1.1. A Tenderer or any person who is a member of the administrative, management or supervisory body of the Tenderer or has powers of representation, decision or control in the Tenderer who has been (or at any time during the procurement procedure becomes) convicted of one or more of the following offences shall be excluded from further consideration:
 - a. Participation in a prescribed criminal organisation, or
 - b. Corruption, or
 - c. Fraud, or
 - d. Terrorist offences or offences linked to terrorist activities, or inciting or aiding or abetting or attempting to commit such offences, or
 - e. Money laundering or terrorist financing, or
 - f. Child labour and other forms of trafficking in human beings.
- 1.2. a. A Tenderer who is (or at any time during the procurement procedure becomes) in breach of its obligations relating to the payment of taxes or social security contributions where this has been established by a judicial or administrative decision having final and binding effect shall be excluded from further consideration.

- b. Authority may also exclude a Tenderer from participation in the procurement procedure where Authority can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions.

PROVIDED THAT such rights of exclusion shall not apply when the Tenderer has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

1.3. The Authority shall not be obliged to exclude a Tenderer under the grounds referenced in paragraphs 1.1 and 1.2 above where:

- a. on an exceptional basis, there are overriding reasons relating to the public interest such as public health or protection of the environment; or
- b. such an exclusion would be disproportionate, including where:
 - i. only minor amounts of taxes or social security contributions referred to in paragraph 1.2 are unpaid, or
 - ii. the Tenderer was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions referred to in paragraph 1.2 at such time that it did not have the possibility of taking measures as provided for in paragraph 1.2 before the expiration of the deadline for submitting its tender; or
- c. a period of 5 years has elapsed from:
 - i. the date of conviction of the Tenderer for an offence referred to in paragraph 1.1 above; or
 - ii. the date the relevant breach is established by the judicial or administrative decision referred to in paragraph 1.2 above.

1.4. A Tenderer may be excluded from further consideration at any time during the procurement procedure if:

- a. the Authority can demonstrate by any appropriate means a violation of obligations in the fields of environmental, social and labour law;
- b. the Tenderer is bankrupt or is the subject of insolvency or winding-up proceedings, if its assets are being administered by a liquidator or by the court, if it is in an arrangement with creditors, if its business activities are suspended or it is in any analogous situation arising from a similar procedure under Irish laws and regulations PROVIDED THAT notwithstanding the entitlement to exclude a Tenderer under this paragraph (b), the Authority may decide not to exclude a Tenderer that is in any of the situations referred to in this paragraph (b) where the Authority has established that the Tenderer will be able to perform the contract taking into account the national rules and measures of the Member State of establishment of the Tenderer or the law of the State, as appropriate, on the continuation of business in those situations;

- c. the Authority can demonstrate, by appropriate means, that the Tenderer is guilty of grave professional misconduct, which renders its integrity questionable;
- d. the Authority has sufficiently plausible indications to conclude that the Tenderer has entered into agreements with other economic operators aimed at distorting competition;
- e. a conflict of interest arising in the conduct of the procurement procedure cannot be effectively remedied by other, less intrusive, measures;
- f. a distortion of competition from the prior involvement of the Tenderer in the preparation of the procurement procedure cannot be remedied by other, less intrusive, measures;
- g. the Tenderer has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- h. the Tenderer has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the required supporting documents; or
- i. the Tenderer has undertaken to unduly influence the decision-making process of the Authority, or obtain confidential information that may confer upon it undue advantages in the procurement procedure or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

The power under paragraph 1.4 to exclude a Tenderer, in the manner there mentioned, shall not be exercisable where the Authority establishes that 3 or more years have elapsed since the date that the Tenderer concerned was in the relevant situation referred to in that paragraph.

1.5. Declaration of Eligibility

A declaration ("Declaration of Eligibility") contained in Part 1 of Appendix 1 Tender Response Document must be completed and signed by the authorised representative of the Tenderer and submitted along with the completed tender. Entities being relied upon, and proposed subcontractors must also complete this declaration.

Each Tenderer must provide details where any of the foregoing paragraphs of this section 1 applies to it as at the date of tender submission.

To the extent that any of the situations referred to in section 1.1 or 1.4 apply, a Tenderer is invited to provide details of any factors or circumstances which it believes are relevant to the Authority's assessment of these grounds for exclusion. For example, such a Tenderer may provide evidence to the effect that measures taken by

the Tenderer concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.

In providing the evidence referred to above, factors that will be relevant to the Authority's considerations will include whether the Tenderer can show that it has:

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

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

2. PART B – SELECTION MINIMUM REQUIREMENTS

The following minimum requirements will be assessed on a pass/fail basis in respect of each Tenderer. Tenderers are entitled to rely on the capacity of other entities to meet these requirements in which case any references in the paragraphs below in this Schedule 1 Part B to "Tenderer" shall be interpreted as including such entities. Failure to meet any of these Minimum Requirements will lead to elimination of the tender.

2.1 Minimum Insurance

The successful Tenderer will be required to have in place for the duration of the contract (and for six years thereafter in the case of Professional Indemnity insurance) the following insurances:

Employer's Liability	€ 13 million euro for any one claim or series of claims arising out of a single occurrence
Public Liability	€ 6.5 million euro for any one claim or series of claims arising out of a single occurrence
Professional Indemnity	€ 1 million euro in the aggregate per insurance year

Tenderers must confirm that the Territorial and Jurisdiction limits of all insurances requested apply to the Republic of Ireland and will continue to do so for the duration of the Services and beyond in relation to Professional Indemnity insurance as outlined above.

The successful Tenderer must be able to obtain the above levels of insurance should it be awarded the Contract.

For the purposes of responding to this RFT, it shall suffice to complete the self-declaration set out in Part 1 of Appendix 1 Tender Response Document.

The NTMA reserves the right to seek, at any time, evidence substantiating the matters set out in the declaration. In the event that the evidence cannot be produced, or if NTMA is not satisfied that the Minimum Requirement is met, the Tender will be eliminated.

2.2 Minimum Experience

Tenderers must have provided services of a similar nature, in terms of range and complexity, as the services set out in Schedule 4 (The Services), demonstrating a sufficient level of experience to perform such Services to three (3) clients within the 36 months prior to the Response Deadline.

In order to demonstrate the minimum experience referenced above and to ensure the proper conduct of the competition, Tenderers should provide the details by completing the table provided in Part 1 of Appendix 1 Tender Response Document, by reference to three clients as part of their tender submission.

In the event that the evidence cannot be produced, or if Authority is not satisfied that the minimum requirement is met, the Tender will be eliminated subject to section 5.4 (Compliance) of the RFT.

In cases where the Tenderer:

- is a consortium (as referred to in section 4.1 of the RFT); or
- is a lead contractor proposing to use sub-contractor(s) (as referred to in section 4.2 of the RFT); or
- is relying on the resources of a parent or another entity (as referred to in section 4.3 of the RFT),

the Tenderer shall specify the relevant experience by reference to the entity that has the relevant experience. Tenderers are reminded of the provisions of section 4.2 and 4.3 in this regard.

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

SCHEDULE 2

AWARD CRITERIA

Award Criteria	Maximum Marks Available
1. Approach and Methodology as described in section 4.1 of Schedule 3 (Form of Tender)	40
2. Proposed Team as described in section 4.2 of Schedule 3 (Form of Tender)	30
3. Fees , as described in section 4.3 of Schedule 3 (Form of Tender)	30
TOTAL AVAILABLE MARKS	100

Table 1.

1. Tender Evaluation Methodology:

The steps set out in this section 1 may be conducted in parallel or in a different order, at the Authority's discretion.

- a. **Schedule 1 (Minimum Requirements)** – Tenders will be assessed for compliance with the minimum requirements contained in Schedule 1 (Minimum Requirements). Such assessment will be conducted on a pass/fail basis. Failure to meet the Minimum Requirements will lead to elimination.
- b. **Award Criteria (other than Fees)** – Marks will be allocated to the responses contained in tenders against the award criteria and weightings specified in the Table 1 above and by reference to the bands set out in Table 2 below (provided they have not been eliminated as non-compliant or for failure to meet a minimum requirement) and on a relative basis by reference to the responses to such criteria contained in other tenders received (provided they have not been eliminated as non-compliant or for failure to meet a minimum requirement).

Tenders must score at least 50% of the allocated marks in respect of each award criterion (other than Fees). Any tender that fails to achieve 50% of the marks in any award criterion (other than Fees) will be eliminated and will not be considered further in the competition.

Weighting	Meaning
91%-100%	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.
71% - 90%	A response that demonstrates a real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
50% - 70%	A response that demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
21% - 49%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 20%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, the response has fundamental flaws, or is seriously inadequate, or seriously lacks credibility with a high risk of non-delivery.

Table 2

c. Award Criterion 3 (Fees)

The Fees referred to in section 4.3 of Schedule 3 (Form of Tender), will be evaluated and marked using the following formula:

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

Where:

‘Tender Fee’ is the ‘Total Fixed Fee (ex VAT) for evaluation purposes’ of the tender being evaluated.

‘Lowest Tender Fee’ is the lowest Total Fixed Fee (ex VAT) for evaluation purposes’ evaluated.

‘Highest Tender Fee’ is the highest Total Fixed Fee (ex VAT) for evaluation purposes’ evaluated.

‘Weighting’ is **30**.

- d. Determination of most economically advantageous tender** - The marks allocated to each tender under each award criterion will be added together and the tender with the highest score will be the most economically advantageous tender. The Contract, if

awarded, will be awarded to the Tenderer that submits the most economically advantageous tender.

2. Tie-Break Criteria

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

- a. If the evaluation results in a tie between two or more tenders, then the tender with the highest overall score for the criterion 'Approach and Methodology' shall be deemed the more economically advantageous tender.
- b. In the event of a tie and there being no difference in the scores for the criterion 'Approach and Methodology', then the tender with the highest score for the criterion 'Fees' shall be deemed the most economically advantageous tender.

3. Proposed Team

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

4. Confidentiality of Evaluation

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

SCHEDULE 3

FORM OF TENDER

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

Tenderers are referred to Appendix 1 Tender Response Document which is provided in the suite of tender documents uploaded to www.eTenders.gov.ie. Tenderers must address all elements of Appendix 1 as listed below:

In completing their tender, Tenderers should not make assumptions that the Authority has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their tender.

Tenderers are reminded that, where they are currently providing or have previously provided similar services to the Authority, and consider that certain elements of the requirements, selection, and award criteria may not be applicable to them or their proposed solution, they are nonetheless required to submit a full and comprehensive response to all criteria set out in this RFT.

Tenderers are advised that any additional information not requested by the Authority included as generic appendices, such as brochures are NOT permitted in response to the award criteria. Any such information submitted will NOT be considered. The Authority has indicated in Appendix 1 where appendices may be submitted.

Tenderers must not submit URLs for consideration as part of their Tender.

1. General Information of the Tenderer

Tenderers must complete Part B: Tenderer Information of Appendix 1 (Tender Response Document).

2. Conflicts of Interest

Tenderers must complete Part B: Tenderer Information of Appendix 1 Tender Response Document.

Tenderers must disclose any actual or potential conflicts of interest pursuant to section 4.4 (Conflicts of Interest) of this RFT.

Tenderers must complete Part B: Tenderer Information of Appendix 1 (Tender Response Document).

3. Minimum Requirements

Tenderers must complete Part 1: Minimum Requirements of Appendix 1 Tender Response Document.

4. Award Criteria

4.1. Approach and Methodology

Tenderers must complete Part 2: Approach and Methodology of Appendix 1 Tender Response Document. In their response to this criterion Tenderers should **in no more than 15 A4 pages (excluding tables and diagrams)**:

- i. demonstrate an understanding of the required Services by describing the key issues to be addressed and managed as part of the Services as outlined in Schedule 4 (The Services);
- ii. provide specific details of their approach and methodology for the performance and delivery of each element of the Services, as outlined in Schedule 4 (The Services), including but not limited to details of:
 - a project plan and indicative timing for the update studies;
 - key activities and key deliverables for each element of the Services including but not limited to:
 - how the baseline segmentation model will be refreshed and how comparability will be preserved;
 - the approach to data management and entity continuity as set out in section 5 of Schedule 4 (The Services), including how SPVs, group structures, name changes and market entrants will be treated;
 - the proposed approach to ensuring the quality of the Services;
 - dependencies required from the Authority to assist in the performance of the Services;
- iii. Provide details of the proposed measures for the management of the environmental impact of the delivery of the Services;

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

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

Responses to this criterion will be assessed on an overall basis.

4.2. Proposed Team

Tenderers must complete Part 3: Proposed Team of Appendix 1 Tender Response Document:

In no more than 5 A4 pages (excluding a structure and detailed CVs which should be appended) provide the following details in order to demonstrate the suitability of the proposed team:

- i. a detailed structure of the proposed team (which may be described in the form of a chart) including details of the role / position of team members and the element of the Services that each team member would be responsible for delivering;
- ii. details of the proposed key point of contact with the Authority, and their proposed interaction with the Authority, including dispute resolution and escalation procedures;
- iii. the proposed contingency and support arrangements to ensure continuity of services; and
- iv. a Curriculum Vitae for each key team member of the proposed team (substantially in the format set out in Part 6 of the Tender Response Document) demonstrating the suitability of the proposed team members to perform their assigned tasks, including past experience on similar assignments.

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

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

Responses to this criterion will be assessed on an overall basis.

4.3. Fees

Tenderers must complete Part 4: Fees of Appendix 1 Tender Response Document.

Tenderers must provide fixed fees (the “**Fees**”) in euro (€) exclusive of VAT, and inclusive of all costs and expenses associated with the provision of the Services, including the costs of labour, materials, travel, accommodation, administration, overheads, photocopying, printing, telephone, postage and courier services. Tenderers are reminded of the conditions detailed in section 5.11 (Fees) of the RFT.

5. Declaration by Tenderer:

Tenderers must complete Part 5 of Appendix 1 Tender Response Document.

SCHEDULE 4

THE SERVICES

Note: The successful Tenderer appointed to provide the Services is the “**Service Provider**”.

1. Background

Home Building Finance Ireland (HBFI) previously sought the provision of market research services to examine the role of small and medium sized developers/builders within the State in the delivery of residential units to the market. An output of those services established a baseline segmentation model of the developer market based on two principal dimensions:

- demonstrated delivery capacity, measured by average annual completed unit output; and
- geographic footprint, reflecting where developers are active.

The output of those services provided a structured evidence base on the composition of the residential development market, the relative contribution of different developer cohorts to housing delivery, and the principal barriers to scaling output (the “**Baseline Study**”). The services were provided and delivered by KPMG Ireland on behalf of HBFI and the publication is available here: <https://www.hbfi.ie/publications>.

HBFI now wishes to appoint a Service Provider to undertake two update studies to be published in 2028 and 2030 in order to track movement within the segmentation model, assess how the market is evolving over time, and provide a concise, robust evidence base suitable for internal strategy, Government briefing and general publication. The findings from this research, in the form of a report, will be published by the Service Provider in conjunction with HBFI.

2. Purpose of the Commission

The purpose of this commission is to enable HBFI to:

- update the residential developer segmentation model for each update study;
- assess changes in the structure of the market over time;
- monitor movement of developers between segments;
- track changes in the concentration and distribution of housing delivery;
- review changes in pipeline and delivery activity across different geographies; and
- support HBFI's strategic engagement with Government, the market and other stakeholders using a robust and comparable evidence base.

A central requirement of the Services is that the work must be sufficiently consistent with the Baseline Study to allow credible comparison over time and transparent explanation of any changes observed.

3. The Services

The services shall include but may not be limited to the following and shall include all other services that are reasonably ancillary and incidental thereto (the “Services”).

The Service Provider shall undertake two update studies, one in 2028 and one in 2030, each of which update study comprising the following services:

3.1 Refresh of the baseline segmentation model

The Service Provider will be required to update the baseline segmentation model, including:

- refreshing the classification of developers by average annual completed unit delivery over the agreed study period;
- refreshing the classification of developers by geographic operating footprint; reapplying the segmentation framework used in the baseline study, including treatment of all principal segments and any "unsegmented" cohort;
- updating the number of developers in each segment;
- updating completed unit totals by segment; and
- updating the proportional contribution of each segment to total delivery.

The Service Provider shall ensure that the segmentation update is undertaken in a manner that preserves comparability with the baseline report and prior tracking cycle.

3.2 Movement within the segmentation model

The Service Provider will be required to analyse and report on movement within the segmentation model over time, including:

- changes in the overall size of each segment;
- movement of developers between segments between the baseline and update periods, and between update cycles where applicable;
- identification of material new entrants into higher-output segments where feasible and robustly evidenced;
- changes in the proportion of total delivery attributable to each segment; and

- analysis of whether market delivery is becoming more concentrated or more dispersed over time.

The update shall provide the most robust possible analysis of segment movement, with particular emphasis on medium and higher-output cohorts where continuity, traceability and market significance are greatest. Lower-output cohorts shall be tracked at an aggregate level, with entity-level movement identified where reliable.

3.3 Pipeline and market response analysis

The Service Provider will be required to provide an updated review of market response and delivery dynamics, including:

- changes in planning permissions, commencements and completions over the agreed study period;
- analysis of the relationship between permissions, commenced activity and completed delivery;
- high-level commentary on how delivery patterns across segments have changed relative to the baseline;
- analysis of delivery and pipeline shifts across the principal geographic categories used in the baseline study; and
- concise summary data at Local Authority level, including permissions and completions.

It is anticipated that this element of the work shall provide HBFI with a practical understanding of how the market is responding over time, focusing on market trends and developments unless further analysis is specifically commissioned.

3.4 Comparative and longitudinal analysis

The Service Provider will be required to provide clear comparative analysis across reporting cycles, including:

- comparison of headline figures to the baseline study and prior update cycle;
- explanation of any movement in segment composition and delivery share;
- bridging and reconciliation of key totals and subtotals;
- explanation of overlap periods, rolling windows, per annum methodology and any other factors relevant to comparability; and
- a concise statement of any caveats relevant to interpretation of change over time.

A central requirement of the commission is that observed movement shall be analytically robust, reproducible and transparently explained.

4. Methodological requirements

The Service Provider must be able to maintain a methodology that is sufficiently consistent with the baseline study to ensure robust comparison over time. This shall include, at a minimum:

- use of a planning application dataset covering qualifying residential development schemes;
- a clear definition of study scope and inclusion / exclusion criteria;
- use of validated delivery data to classify developers by actual output;
- treatment of developers by geographic footprint consistent with the baseline study or, where adjusted, clearly explained and reconciled;
- maintenance of a clear distinction between segmented and unsegmented cohorts where relevant;
- use of per annum delivery measures to support comparability; and
- a reproducible analytical process supported by robust evidenced documentation.

Any proposed departure from the baseline methodology must be clearly identified, justified and accompanied by a reconciliation framework showing the effect of such change on comparability.

5. Data management and entity continuity

A key requirement of the Services is to ensure continuity between the Baseline Study and future update cycles of the study. The Service Provider shall therefore be required to establish and maintain a robust framework for entity continuity, e.g., ensuring that the same developers/entities are being tracked in each update study, including:

- matching of developers across reporting cycles;
- treatment of special purpose vehicles (SPVs), group structures, related entities, mergers, acquisitions, name changes and other changes in legal or trading identity;
- treatment of new entrants to the market;
- maintenance of an entity master or equivalent continuity framework capable of supporting longitudinal analysis; and
- retention of a clear evidence trail showing how entities have been classified, consolidated and tracked over time.

The Service Provider will be required to manage complex entity continuity issues in a manner that protects comparability and the integrity of reported market movement.

6.0 Geographic analysis requirements

The Service Provider shall provide geographic analysis consistent with the baseline reporting structure, including as appropriate:

- Dublin Metropolitan Area;
- regional cities;
- growth towns; and
- rural remainder.

This analysis shall include concise commentary on how delivery and pipeline characteristics are evolving across geographies and whether particular segments are becoming more or less prominent in specific market contexts.

7.0 Deliverables

For each update reporting cycle (2028 and 2030), the Service Provider will be required to provide the following:

7.1 Publication-grade update report

A concise update report, expected to be in the order of 10-15 pages, setting out:

- updated segmentation outputs;
- movement within the segmentation model;
- changes in delivery proportions by segment;
- geographic and pipeline trends;
- concise interpretation of key findings; and
- headline implications for market understanding.

The report shall be suitable for HBFI internal use and capable of being adapted for Government briefing and public release.

7.2 Briefing slide deck

A concise slide deck summarising:

- key headline findings;

- segment movement;
- delivery concentration;
- geographic shifts; and
- key implications for HBFI.

7.3 Technical appendix / methodology note

A concise technical appendix setting out:

- data sources;
- methodological approach;
- continuity and comparability assumptions;
- reconciliation of key figures;
- denominator and presentation conventions; and
- caveats relevant to interpretation.

7.4 Data tables / workbook

A supporting workbook or equivalent schedule containing the headline data tables underlying the report outputs, including summary tables by segment and geography.

8. Reporting standard and intended use

The outputs shall be prepared to a standard suitable for:

- HBFI internal strategic use;
- briefing of Government and public sector stakeholders; and
- publication in general

The Service Provider is expected to prepare all outputs on a publication-grade basis, including appropriate consistency, quality control and documentation standards.

The Service Provider may also be required to present the findings in person to HBFI, its Board, and any other key stakeholders.

9. Quality assurance and governance

Given the intended use of the outputs, the Service Provider will be required to provide a clear quality assurance process, including:

- structured checking of totals, subtotals and denominators;

- consistency review across all reports, tables, charts and presentations;
- reconciliation of headline figures to source data and baseline outputs;
- internal peer review arrangements; and
- a documented sign-off process prior to submission of final outputs.

Each update cycle of the study shall include a concise comparability and change log, identifying:

- what elements of the methodology remain unchanged;
- what elements, if any, have changed;
- why such changes arose; and
- the implications for comparability.

10. Timing and programme

It is anticipated that the Services will operate on a repeat-cycle basis over a 12-week period, with work beginning on the 2028 update study in Q4 2027 and the 2030 update study in Q4 2029, to an agreed programme linked to the relevant reporting window and publication timetable which will be discussed with the Service Provider at project initiation. As part of the Services the Service Provider will be required to propose an appropriate programme for each cycle of the update study, including:

- data assembly and validation;
- entity consolidation and continuity checking;
- analytical processing;
- internal QA and peer review;
- client review; and
- finalisation of outputs.

11. Location of delivery of the Services

The Service Provider will be expected to carry out the Services remotely but may, at times during the term of the Contract, be required to work in the Authority's office at Treasury Dock, North Wall Quay, Dublin 1 D01 A9T8 (unless otherwise advised by the Authority).

12. Environmental Considerations

The Authority aims to be net zero in its operations by 2030, and to support the Government's aim of climate neutrality by 2050 through its mandates and ways of working. However, the Authority's operational emissions are only a small part of its overall carbon footprint. Therefore, the organisation is also measuring a range of scope 3 categories, which includes

purchased goods and services. Consequently, the Authority seeks to procure products and services with reduced environmental impacts. Such impacts may include reduced energy, use of recycled or refurbished material or any other impact that is directly relevant to the delivery of the Services.

The Service Provider will be expected to actively manage the environmental impact of the provision of the Services and the Authority reserves the right to require the Service Provider to provide details how this will be monitored and reported against.

SCHEDULE 5

THE CONTRACT

Note to Tenderers: Schedule 5 'The Contract' is provided in the suite of tender documents uploaded to www.eTenders.gov.ie