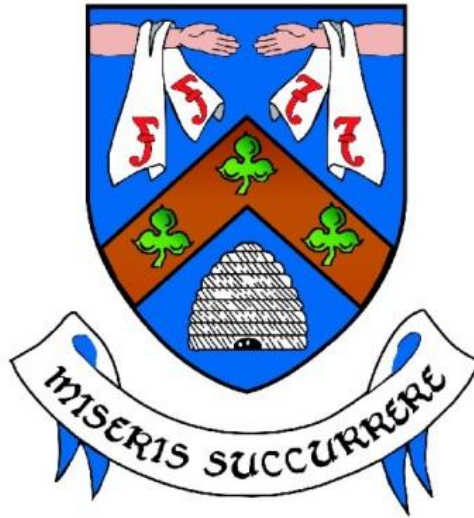


INVITATION TO TENDER DOCUMENT



BEAUMONT HOSPITAL

SINGLE PARTY FRAMEWORK AGREEMENT

For

ENERGY EFFICIENT DESIGN FACILITATOR SERVICES

OPEN PROCEDURE

DURATION OF FRAMEWORK AGREEMENT: SIX YEARS

**DEADLINE DATE FOR RECEIPT OF TENDERS: 02/11/2026 AT 12.00 NOON
(LOCAL TIME)**

Please note that all information relating to this competition, including clarifications and addenda, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Beaumont Hospital accepts no responsibility for information relayed (or not relayed) via third parties.

DISCLAIMERS

All information contained in this Invitation to Tender document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of Beaumont Hospital (hereinafter also referred to as 'the Contracting Authority').

Tenderers are recommended to read the Invitation to Tender document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, 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 this document or otherwise provided by or on behalf of the Contracting Authority, in writing or otherwise, to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on this document, or for the information contained in this document, or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of submissions with missing or incomplete information. Therefore, tenderers are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

CHECKLIST FOR TENDER SUBMISSIONS

In order to allow the Contracting Authority to fully evaluate completed tender submissions, tenderers are advised to ensure that their responses include all of the following information:

INFORMATION	✓ for YES
All information required under the Award Criteria (Section 6)	
The completed and signed Form of Tender (Appendix 1)	
The completed Resource Allocation Schedule (Appendix 2)	
The completed European Single Procurement Document (Appendix 3)	
All other information required in connection with this competitive process	

This checklist has been provided for guidance purposes only and the Contracting Authority accepts no responsibility for omissions of any description. Tenderers are advised to read this Invitation to Tender document and its appendices in full in order to provide a comprehensive and compliant response.

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1. INTRODUCTION

1.1 About the Contracting Authority

Beaumont Hospital employs approximately 4,300 whole-time equivalent staff and has circa 870 beds. It is the principal teaching hospital for the Royal College of Surgeons in Ireland and enjoys close links with Dublin City University, especially in the area of nurse training, and with other academic institutions in respect of training and research. Beaumont Hospital incorporates St. Joseph's Hospital, Raheny. Further information regarding the hospital is available online: www.beaumont.ie/aboutus

1.2 About the Competition

The Contracting Authority is employing the open procedure to award this framework agreement. In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may tender for appointment as the successful framework member. In the first instance, tenders received will be assessed against the grounds for exclusion and eligibility criteria and rules contained in Sections 4 and 5 of this document, respectively. Tenders that are not eliminated under the grounds for exclusion and that comply with the requirements of the eligibility criteria will be considered for award of this contract in accordance with the award criteria, rules and weightings contained in Section 6 of this document, which are intended to identify the most economically advantageous tender submission.

1.3 About the Framework Agreement

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded. Under this framework agreement, the successful tenderer shall be engaged to produce various reports in connection with a range of ongoing and planned capital projects. The production of a suite of reports in connection with a particular capital project shall be considered a standalone contract under the framework agreement (a contract being a standalone and discrete package of work to be performed by the successful framework member).

It is emphasised that this framework agreement constitutes no guarantee to award a particular number of contracts to the successful framework member. Contracts shall be awarded strictly as the need arises. No guarantee, express or implied, is offered concerning the number of capital projects in connection with which the support of the successful framework member shall be required. Moreover, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money.

1.4 Duration of the Framework Agreement

This framework agreement will have a maximum potential duration of six years. In accordance with Article 33(1) of Directive 2014/24/EU, this duration is justified on the basis that the services in question are required to support a range of capital projects, the duration of which will exceed six years. For the

avoidance of doubt, the duration of any contract entered into under the framework agreement may extend beyond the date of expiry of the framework agreement itself.

1.5 Award to Runner-up

In the event that, following the establishment of this framework agreement, the successful framework member cannot, for whatever reason, execute the framework agreement to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award the agreement to the next highest-ranked tenderer emerging from this competitive process. This right may be availed of by the Contracting Authority at any point during the tender validity period. The reservation of this right shall be without prejudice to the right of the Contracting Authority to terminate the agreement and commence a new competitive process.

1.6 Terms and Conditions of Framework Agreement

Draft Terms and Conditions of the Framework Agreement are contained in Appendix 3 of this Invitation to Tender document. Tenderers are not required to sign and return these terms with their tender submissions, but must review them carefully when preparing their tender submissions and submit any comments or reservations via the communications protocol described in Section 3 of this Invitation to Tender document.

Individual contracts under the framework agreement (i.e., the engagement of the successful framework member in connection with a particular project) shall be governed by the version of the Capital Works Management Framework Standard Conditions of Engagement for Technical Services in force at the time of service commencement.

2. SPECIFICATION OF REQUIREMENTS

2.1 Context for Requirement – About the EED Process

The Energy Efficient Design (EED) process is intended to ensure that the Contracting Authority's capital projects are conducted in accordance with objective and methodical protocols and procedures. The overall EED process comprises organisational measures, processes, guiding principles and control mechanisms to be implemented during the design of projects, with the targets of (i) reducing the lifecycle energy consumption and GHG emissions of the building when in use and (ii) achieving a building that is Carbon Zero Ready (i.e., a building that will be carbon zero when the electrical grid decarbonises).

In accordance with national and sectoral guidance, the EED process shall be applied to all projects with a value greater than €1,000,000. The purpose of this competition is to appoint a suitably-qualified and experienced EED Facilitator who will draft and submit key EED reports in accordance with this Specification of Requirements document. Such reports will serve to measure progress of the EED process as applied to each capital project and effectively communicate the results of the EED process to Contracting Authority project stakeholders.

2.2 Ongoing and Planned Capital Projects

The following ongoing and planned projects are listed to enable tenderers to understand the scale of the Contracting Authority's requirements. Tenderers are advised, however, that this list of capital projects is not exhaustive and that new projects may be commenced in line with the Contracting Authority's strategic objectives and the availability of capital funding.

2.2.1 New 95-Bed Ward Block

The construction of a new 95-bed ward block of circa 5,300m², which will provide a modern environment for patients and staff that will enable the Contracting Authority to meet evolving service demands. The new wards are arranged in a five storey building set back some 13m from the façade of the existing wards.

2.2.2 New Emergency Department

The construction on a new Emergency Department of circa 6,000m² close to the Trim Road entrance to the Contracting Authority's campus. The updated design proposal provides a mix of treatment room types and sizes. The area is designed in a manner that facilitates doctor-enhanced triage and treatment, comprising a hybrid of bays and seated areas to facilitate rapid assessment and patient care.

2.2.3 Critical Care Unit

A new unit of circa 12,000m² consisting of 64 single patient bedrooms. The initial working assumption is that the bed modules will be configured into modules of eight beds, each with

associated support accommodation, with 16 beds per floor. Whole unit support accommodation shall be provided on a dedicated floor. 24 bedrooms will provide isolation to protect the unit from the risk of air borne infections.

2.2.4 New Endoscopy Unit

A new self-contained, dedicated Endoscopy Unit of circa 3,200m². It is intended that the new unit will contain seven procedure rooms, one of which will be suitable for ERCP, with all necessary support accommodation.

2.2.5 Multi-Storey Car Park

The project concerns the provision of a new car parking structure above the existing southern surface car park, known as Car Park 10. The proposed multi-storey structure will offer up to 500 new car park spaces over three levels.

2.2.5 Road Realignment

The Hospital Road is an internal ring road that loops around the main buildings in the centre of the Contracting Authority's campus. This internal ring road consists of two roads, namely Hospital Road East and Hospital Road West. The Hospital can be accessed from Trim Road to the north of the campus, and from Beaumont Road to the south. The proposed realignment of Hospital Road West is intended to provide a more coherent road alignment for access to critical infrastructure and development areas. The proposed realignment also includes new cycling infrastructure to improve the accessibility and permeability of the campus for cycling.

2.2.6 St. Joseph's Diagnostic Unit

This project will deliver a standalone Diagnostic Centre on the campus of St. Joseph's Hospital, Raheny. The c. 2,100m² unit will provide general and cardiac imaging and will comprise of four x-ray rooms, three ultrasound rooms, two CT machines and two MRI machines.

2.3 General Statement of EED Facilitator Duties

As EED Facilitator, the successful tenderer shall assume responsibility for the day-to-day execution, coordination and management of the EED process. A general summary of the successful tenderer's responsibilities in this regard is set out hereunder:

- For each project in respect of which the services of an EED Facilitator are required, the successful tenderer will be responsible for the co-ordinating and driving the EED process.
- The successful tenderer will organise meetings with the project design team in order to challenge the design and design assumptions in line with the I.S. 399 EED management standard. The ultimate objective of the EED process is to ensure that the Contracting Authority

designs and constructs the most energy efficient buildings possible, which are also Net Carbon Zero Ready.

- The successful tenderer shall operate independently of the project's design team, shall have sufficient responsibility and authority to challenge the design of the project and shall ensure that the EED process is correctly applied to the design and construction process.
- The successful tenderer shall ensure that a consistent EED process is adopted for all relevant capital projects.
- The primary output of the EED Facilitator's appointment will be the production of the following reports, each of which is explained in greater detail subsequently in this Specification of Requirements. It is emphasised that the successful tenderer shall be responsible for carrying out all site visits, attending all design team meetings and liaising with all Hospital stakeholders necessary to produce the specified reports:

HSE Capital Project Design Stage	Corresponding EED Process Output
Stage 1 Preliminary Design	Production of Project Implementation Plan and production of EED Stage 1 Report.
Stage 2(a) Scheme Design	Production of EED Stage 2(a) Report.
Stage 2(b) Developed Design	Production of EED Stage 2(b) Report.
Stage 2(c) Detailed Design/ Tender Document	Review EED Elements of Tender Documents (checklist from Stage 2[b] report).
Stage 3 Tender Action	N/A
Stage 4 Construction	The EED Facilitator will occasionally attend site meetings, as required.
Stage 5 Commissioning and Handover	Production of EED Stage 5 Summary Report.

2.4 Specification of Activities for Each Stage

In **addition to** the production of the reports highlighted under Section 2.3 above, the successful tenderer shall undertake the following indicative activities for each project stage:

Stage 1 Preliminary Design	The successful tenderer shall attend design team meetings and explore and evaluate the options presented by the design team. The successful tenderer shall demonstrate, through a comparison of options, that the recommended option achieves an acceptable balance between the design (architectural, engineering, environmental and sustainability considerations, etc.) and economic requirements of the project.
Stage 2(a) Scheme Design	Throughout the scheme design, the developed design and the detailed design phases, the successful tenderer shall attend design challenge and analyse the energy performance of the proposed solutions. Additionally, the successful tenderer shall review all proposed control strategies to ensure optimum energy performance and system integration. Finally, the successful tenderer shall ensure that energy measurement and metering requirements for optimum energy performance are addressed in the detailed design stage.
Stage 2(b) Developed Design	
Stage 2(c) Detailed Design / Tender Document	
Stage 3 Tender Action	The successful tenderer shall attend meetings during the tender stage of the project. There may be a requirement for value-engineering either as an element of the evaluation process or following the evaluation of tender submissions. In such cases, the successful tenderer shall take part in the value engineering of proposals.
Stage 4 Construction	The successful tenderer shall attend site meetings as required. Additionally, the successful tenderer shall review contractor submittals that have an impact on the energy performance of the project, to ensure that all aspects of construction are carried out in accordance with the performance specification. The successful tenderer shall inspect the works on-site and at key system tie-ins, during commissioning, and in respect of control strategies, etc. Finally, the successful tenderer shall review all commissioning reports and control strategies to ensure that the works contractor has fully observed the provisions of the contract, project brief and works requirements documentation in respect of Energy Efficiency Design.
Stage 5 Commissioning and Handover	The successful tenderer shall attend design team meetings, shall inspect all energy efficiency aspects of the works and shall issue the defects certificate. The successful tenderer shall support the Contracting Authority in monitoring and analysing energy consumption and usage patterns during the defects period and shall provide advice and guidance in respect of the optimisation of energy performance.

2.5 Detailed Description of Required Reports for Each Stage

2.5.1 Project Implementation Plan – Stage (i)

Upon appointment to a particular capital project, the successful tenderer will produce a dedicated Implementation Plan for the project, which must shall be aligned fully to I.S. 399. At a minimum, the Implementation Plan shall include the following elements:

- (i) A description of the scope, boundaries and the baseline design that represents the starting point of the EED project;
- (ii) A list of EED project objectives;
- (iii) Overall project timelines;
- (iv) An appropriate schedule of EED design reviews and required participants;
- (v) All requirements for energy measurement, monitoring and reporting;
- (vi) Communication requirements between the EED Owner, EED Facilitator and the project Design Team;
- (vii) Varying operating conditions that the asset is likely to experience when operating;
- (viii) Criteria by which significant energy uses are determined;
- (ix) The criteria for selecting energy performance opportunities for implementation;
- (x) Criteria for measurement and verification (M&V) of the energy performance of implemented opportunities;
- (xi) The requirement to verify the design energy performance of significant energy using equipment installed;
- (xii) The procurement and contracting strategy (to the extent that it has the possibility to impact on EED);
- (xiii) The risks and opportunities identified;
- (xiv) A consideration of any national policies or other mechanisms that could support the viability of energy performance opportunities.

2.5.2 EED Reports – Stage 1, Stage 2(a) and Stage 2(b)

Aligned with the I.S. 399 process, the EED Facilitator shall be responsible for preparing EED Project Stage Report for Stage 1, Stage 2(a) and Stage 2(b). Additionally, the EED Facilitator will undertake a review of the EED elements of tender documents (i.e., the checklist from the Stage 2[b] Report). The three Project Stage Reports in question must take into account the following requirements:

- (i) The EED Report, throughout all stages, shall track the level of savings (kWh/tCO₂/€) achieved through the EED process. The baseline shall be the actual building design at each stage of the design. For retrofit projects, the baseline shall be the average

between 2016 and 2018, or the most recent existing building energy consumption profile if data between 2016 and 2018 does not exist. This shall be the baseline from which savings will be compared and upon which an LCC analysis will be based.

- (ii) Variances in the kWh, CO₂ and € shall be documented and explained between the various EED Stage Reports. Co-benefits or intangible/unquantifiable benefits must also be documented in the EED report.
- (iii) As a core responsibility, The EED Facilitator shall review and improve upon all design proposals required to comply with the Government's Climate Action Plan (including its Appendices, Annex and Amendments).
- (iv) Compliance with the TGD Part L falls into two distinct categories: (i) new builds and (ii) the refurbishment of existing facilities. The performance requirements are as follows:
 - New Buildings:
 - Compliance with TGD Part L (NZEB);
 - Ensure designs safeguard, and will facilitate, a clear roadmap to Net Zero Carbon in accordance with the HSE obligations for 2030 and 2050 (i.e., 51% absolute carbon reduction and net zero carbon respectively).
 - Existing Buildings must Achieve:
 - A minimum 50% improvement in energy efficiency against baseline carbon emissions;
 - A minimum 51% reduction in Scope 1 and 2 carbon emissions against baseline carbon emissions;
 - Ensure designs safeguard, and will facilitate, a clear roadmap to net zero carbon in accordance with the HSE obligations for 2030 and 2050;
 - Baseline energy and carbon emissions is the annual average consumption data for the years 2016 – 2018, inclusive.
- (v) It is noted that public bodies can no longer install fossil fuel systems or replace old fossil fuel systems unless one of the following criteria is satisfied:
 - The fossil fuel use is only through the use of electricity from the grid.
 - There is no technically viable non-fossil alternative (generally only related to

applications for a purpose other than space heating).

- Where the installation of a renewable space heating system would increase the final energy consumption or CO₂ emissions.
 - The fossil fuel use is provided for backup, peaking, or operational purposes (and makes up less than 10% of annual heating energy). If fossil fuels are used for back-up/peaking, then verification that its use is less than 10% of the thermal demand of the building energy will need to be carried out at Stage 5, prior to project sign-off.
 - The fossil fuel is part of a credible phased pathway to net zero emissions (e.g., to allow the building to be connected to a planned district heating system).
- (vi) The Design Team and EED Facilitator shall fully understand and take account of any benefits achieved (and projected) from de-carbonisation of the different utility infrastructures in completing the designs and reports for net zero carbon buildings. This shall include consideration of the shadow cost of carbon.
- (vii) As a contractual responsibility, the Design Team will update the EED Facilitator regarding CAP compliance at Stage 1, Stage 2(a), Stage 2(b) and Stage 2(c).
- (viii) At a minimum, each of the design stage EED Reports shall include the following headings:
- Introduction and Project-Specific EED Objectives;
 - Part L Compliance Declaration:
 - Provisional BER.
 - Energy Data (Total Final Consumption);
 - Create an Energy Balance Report:
 - System (lighting, heating, ventilation, process energy, etc).
 - Energy Source (gas, electricity, etc).
 - Monthly and Annual kWh, € and CO₂.
 - Design for Efficiency in Operation;
 - Planning for Energy Performance Verification;
 - Overheating Analysis;

- Challenge and Analyse;
- Develop a Register of Opportunities:
 - Assess and evaluate opportunities:
 - Capital Cost.
 - Energy Saving kWh.
 - Cost Saving kWh.
 - Life Cycle Cost Analysis
 - ROI.
 - Provide recommendations based on review;
 - Description of any co-benefits arising (e.g., environmental, production, quality, and health and safety benefits);
- An assessment of the extent to which the EED objectives were achieved;
- Agree targets for the next phase of the project (if applicable);
- Lessons learnt.

2.5.3 Handover – Stage 5

The EED Facilitator shall prepare and issue an EED Stage 5 Summary Report. Additionally, on completion of the defects period, the EED Facilitator shall issue an Energy Consumption Report confirming that the objectives of the EED process have been achieved and shall support the Contracting Authority in achieving a Display Energy Certificate (DEC) for the project.

2.6 Required Resource Profile

The Contracting Authority intends to appoint an EED Facilitator who is sufficiently qualified and experienced to undertake all duties required under I.S. 399:2001. It is anticipated that support and advice shall be required under the following categories of staff:

Director in Charge	An individual genuinely possessing the status of Director or Manager within the tenderer's organisation, nominated to manage service delivery for this framework agreement. The Director in Charge must possess a third-level qualification in a construction consultancy discipline with at least ten years' post-qualification experience in the field of energy efficient design.
Director / Project Consultant	An individual possessing a third-level qualification in a construction consultancy discipline with at least seven years' post-qualification experience in the field of energy efficient design.

Consultant	An individual possessing a third-level qualification in a construction consultancy discipline with at least three years' post-qualification experience in the field of energy efficient design.
Technician	An appropriately qualified engineering or architectural technician.

2.7 Financial Considerations

The successful tenderer shall be remunerated by applying the percentage tendered in the Form of Tender (Appendix 1 of this Invitation to Tender document) to the notional construction value for the project in question. **This figure shall be converted to a lump sum at the completion of Stage 2(b).** Hourly rates shall apply to time charges and to ad-hoc work not associated with a particular project under this framework agreement. The Form of Tender describes the manner in which a single cost figure shall be formulated for evaluation purposes.

3 INSTRUCTIONS TO TENDERERS

3.1 Compliance with Instructions to Tenderers

Tenderers are required to comply with these Instructions to Tenderers when preparing their tender submissions. By submitting a tender, each tenderer acknowledges and agrees to be bound fully by these instructions to tenderers. Non-compliance with these instructions may, and in stated circumstances shall, invalidate the submitted tender, subject always to the discretion of the Contracting Authority. The decision of the Contracting Authority in relation to compliance with these instructions to tenderers is final and binding.

3.2 Ambiguities, Discrepancies, Errors or Omissions in the Tender Document

If you consider that you are missing any documents or information, the absence of which would preclude you from submitting a comprehensive tender, or should you become aware of any ambiguity, discrepancy, error or omission in this Invitation to Tender document, please raise the matter via the eTenders question and answers function (see www.etenders.gov.ie) as soon as possible.

3.3 Queries

All queries regarding this competition should be submitted via the eTenders questions and answers function (see www.etenders.gov.ie). The closing date for receipt of such queries is 17:00 on 16/10/2026. The following additional conditions govern the submission of queries:

- (a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this Invitation to Tender. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the tenderer in question from this process.
- (b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this Invitation to Tender document may not result in a response.
- (c) In the event that a tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's obligations under law.

If the Contracting Authority 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 agree to its release, accompanied by a response, to all tenderers.

3.4 Qualification of Tenders

Please note that qualifications to a tender submission may render the tender submission invalid.

3.5 Tender Submission

The deadline date and time for receipt of tenders is 02/11/2026 at 12.00 noon (local time). Tenders must be submitted through the eTenders web portal (www.etenders.gov.ie) **only**. The completed tender submission, which is to include all information identified in the Checklist for Tender Submissions contained in this Invitation to Tender document, must be compiled in such a manner such that it can be read immediately upon opening of the post-box. **In particular, tender submissions must be uploaded in a single, zipped (i.e., compressed) folder.** Tenderers must ensure electronic documents are not corrupt. The Contracting Authority is not responsible for corruption in electronic documents.

Each tenderer is fully responsible for the uploading of the tender document to the post-box. The post-box will close automatically at 12.00 noon exactly on the closing date; in this regard, tenderers are advised to commence the uploading process substantially in advance of this time to avoid missing the deadline. E-mailed, faxed, hard copy, posted or late tenders will not be considered.

3.6 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to revise the deadline date for receipt of tender submissions by giving notice in writing to tenderers at any point up to deadline date contained in this Invitation to Tender document.

3.7 Notice of Addenda

The Contracting Authority reserves the right to update or alter the information contained in this document at any time, but not later than seven (7) days before the deadline date for the receipt of tender submissions. Any such notification will automatically become part of this Invitation to Tender document.

3.8 Modifications to Tenders (Prior to Deadline Date for Receipt of Tenders)

Modifications to tender submissions will be accepted in the form of supplementary information and/or addenda, provided they are uploaded to the eTenders platform (www.etenders.gov.ie) before the deadline date for the receipt of tender submissions.

3.9 Cost of Preparation of Tender Submissions

The Contracting Authority will not be liable for any costs incurred by tenderers in the preparation and submission of tenders and/or any associated work effort or costs (legal or otherwise) arising as a result of participation in this competition, regardless of the outcome or conduct of the competitive process.

3.10 Clarification of Abnormally Low Tenders

In the event that the Contracting Authority considers a tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter, the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question.

3.11 Tender Validity Period

To allow sufficient time for tender assessment, a tender validity period of twelve months is required, commencing on the deadline date for receipt of tender submissions.

3.12 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only.

3.13 Confidentiality

The distribution of this Invitation to Tender document is for the sole purpose of obtaining tender submissions as referred to therein. The distribution of this document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential. Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from tenderers is not disclosed to third parties, subject always to its obligations under law and the applicable provisions of the Freedom of Information Acts.

In this regard, tenderers are asked to consider if any of the information supplied by them in response to this Invitation to Tender document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission.

The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this Invitation to Tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Acts, the European Procurement Directives and all Irish procurement legislation and guidance. The Contracting Authority accepts no liability whatsoever in respect of any information provided that is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

3.14 Conflict of Interest

Any conflict of interest involving a tenderer must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority, or employees of the Contracting Authority or their relatives, must be fully disclosed in the tender submission. In the event that the tenderer becomes aware of the conflict of interest only after a tender submission has been made, the conflict of interest must be immediately disclosed to the Contracting Authority. The terms 'registrable interest' and 'relative' will be interpreted in accordance with Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the establishment of any framework agreement, depending upon when the conflict of interest is made known to the Contracting Authority.

3.15 National Legislation

Tenderers are advised that national legislation applies in respect of matters such as employment, working hours, official secrets, data protection and health and safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectorial agreements in preparing tenders. Moreover, tenderers are advised that the laws of Ireland will govern this competitive process. Both this competitive process and any resulting framework agreement will be subject to the exclusive jurisdiction of the Irish courts.

3.16 Determination of Responsiveness

After opening tender submissions, the Contracting Authority will determine whether each tender submission is substantially responsive to the requirements of this Invitation to Tender document. If a material deviation exists that limits in any substantial way the Contracting Authority's rights or the tenderer's obligations under any framework agreement to be established, the tender shall be rejected.

3.17 Clarification of Tenders

To assist in the evaluation and associated comparison of tender submissions, the Contracting Authority may ask tenderers to clarify and supplement certain aspects of their tender submissions, including financial proposals. A request for such clarification should not be construed as an indication of success in the competition.

3.18 Award to Runner-up

If, having entered into an agreement as a result of this competitive process, the Contracting Authority deems that the successful tenderer cannot adequately deliver the required services, the Contracting Authority reserves the right to award the agreement to the next highest-scoring tenderer identified through the evaluation of tender submissions. This right shall be availed of during the tender validity period. The reservation of this right shall be without prejudice to the right of the Contracting Authority to terminate this competitive process at any time or to terminate any framework agreement awarded as a result of this competition in accordance with agreed terms.

3.19 Interference

Any effort by a tenderer to unduly influence the Contracting Authority, its personnel or any other relevant persons or bodies regarding the process of examination, clarification, evaluation and comparison of tenders and any decisions concerning the award of the framework agreement shall result in the elimination of said tenderer's tender submission. In accordance with Section 38 of the Ethics in Public Office Act 1995, any money, gift or other consideration from a person seeking success in a public tendering competition will be deemed to have been paid or given corruptly unless the contrary is proved.

3.20 Prohibition on Canvassing

Any tenderer who, in connection with this competition:

- (a) offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or any person acting as an advisor to the Contracting Authority in connection with the competition; or
- (b) takes any step constituting a breach of the Prevention of Corruption Acts 1989 to 2010; or
- (c) canvasses any of the persons referred to in paragraph (a) above in connection with the competition; or
- (d) contacts any officer or employee of the Contracting Authority prior to the framework agreement being established about any aspect of the competition in manner not permitted by this Invitation to Tender document

may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

3.21 Prohibition on Collusion

Any tenderer who, in connection with this competition:

- (a) fixes or adjusts the amount or terms of his/her tender submission by or in accordance with any agreement or arrangement with any other tenderer (other than a member of his own grouping or consortium); or
- (b) enters into any agreement or arrangement with any other tenderer that he/she 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 an agreement or arrangement as referred to in paragraphs (a) or (b) above; or
- (d) informs any tenderer of the amount, approximate amount or terms of any rival tender; or

- (e) canvasses any other tenderer in connection with this competition; or
- (f) 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 submission; or
- (g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of his proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission); or
- (h) contacts any officer or employee of the Contracting Authority prior to the framework agreement being established about any aspect of the competition in manner not permitted by this Invitation to Tender document

may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

3.22 Notification of Tender Evaluations

All tenderers will be informed in writing of the outcome of this tender competition following the completion of the evaluation of tender submissions.

4 GROUNDS FOR EXCLUSION

4.1 Grounds for Exclusion

This Section of the Invitation to Tender document details the grounds for exclusion that apply to this competition in accordance with Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016.

A tenderer's position under each of these grounds will be assessed by reference to the completed European Single Procurement Document (ESPD) contained in Appendix 2 of this document. The completed ESPD will comprise a 'self declaration' by the tenderer that the grounds for exclusion detailed hereunder do not apply. The information contained in this Section of the Invitation to Tender document informs tenderers of how the completed ESPD will be interpreted by the Contracting Authority.

For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed hereunder. Such a request may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed hereunder.** In the event that the supporting documentation demonstrates that a ground for exclusion does, in fact, apply, the tenderer will be eliminated from this competition.

(Grounds detailed overleaf)

EXCLUSION GROUND		REG.
(i)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of participation in a criminal organisation, within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime.	57.1(a)
(ii)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of corruption, as defined by Regulation 57.1(b) of the European Union (Award of Public Authority Contracts) Regulations 2016.	57.1(b)
(iii)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests drawn up under the Council Act of 16 July 1995.	57.1(c)
(iv)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of terrorist offences or offences linked to terrorist activities, within the meaning of Articles 1 and 3 respectively of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or inciting or aiding or abetting or attempting to commit an offence referred to in Article 4 of that Council Framework Decision.	57.1(d)
(v)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of money laundering or terrorist financing, within the meaning of Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing.	57.1(e)
(vi)	An economic operator will be excluded from this competition if the economic operator, or a member of its administrative, management or supervisory body, has been convicted of child labour and other forms of trafficking in human beings, within the meaning of Article 2 of Directive 2011/36/EU41 of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA.	57.1(f)
<i>NOTE #1: In respect of each of the exclusion grounds detailed under points (i) to (vi) above, an economic operator may provide evidence to the effect that it has undertaken sufficient measures to demonstrate its reliability, despite the existence of the ground for exclusion. Where, in the opinion of the Contracting Authority, such evidence is sufficient, the economic operator shall not be excluded from the competition. Appropriate evidence is detailed in Regulation 57.14 of the European Union (Award of Public Authority Contracts) Regulations 2016.</i> <i>NOTE #2: In the event that a conviction listed under points (i) to (vi) above occurred more than five years prior to the date of advertisement of this competition, the relevant ground for exclusion shall not apply.</i>		

(vii)	An economic operator will be excluded from this competition if the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions and said breach has been established by a judicial or administrative decision having final and binding effect in accordance with the law of the country in which the operator is established or the Member State of the Contracting Authority. <i>NOTE #1: This provision will not apply when the economic operator 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.</i> <i>NOTE #2: At the discretion of the Contracting Authority, this provision may not apply when only minor amounts of taxes or social security contributions are in question or when the economic operator did not have time, between being made aware of the breach of obligations and the commencement of this competition, to pay, or to enter into an arrangement to pay, the amounts in question.</i> <i>NOTE #3: In the event that the breach of obligations referred to above occurred more than five years prior to the date of advertisement of this competition, this ground for exclusion shall not apply.</i>	57.3(a) 57.3(b)
(viii)	An economic operator will be excluded from this competition if the economic operator, in performance of a public contract, has not complied with all applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided and that have been established by European Union law, national law, collective agreements or by international, environmental, social and labour law.	57.8(a)
(ix)	An economic operator will be excluded from this competition if the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the law of the State. <i>NOTE: The Contracting Authority may, at its discretion, decide not to exclude an economic operator on this ground for exclusion if it is possible for the Contracting Authority to establish that the economic operator would be able to perform the contract, taking into account national rules, measures and laws relating to the continuation of business.</i>	57.8(b)
(x)	An economic operator will be excluded from this competition where the Contracting Authority can demonstrate, by appropriate means, that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable.	57.8(c)
(xi)	An economic operator will be excluded from this competition where the Contracting Authority has sufficiently plausible indications to conclude that the economic operator has entered into arrangements with other economic operators aimed at distorting competition.	57.8(d)

(xii)	An economic operator will be excluded from this competition where a conflict of interest, as defined by Regulation 34 of the European Union (Award of Public Authority Contracts) Regulations 2016, cannot be effectively remedied by other, less intrusive, measures.	57.8(e)
(xiii)	An economic operator will be excluded from this competition where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure cannot be remedied by other, less intrusive, measures.	57.8(f)
(xiv)	An economic operator will be excluded from this competition where the economic operator 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.	57.8(g)
(xv)	An economic operator will be excluded from this competition where the economic operator 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 supporting documents required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016	57.8(h)
(xvi)	An economic operator will be excluded from this competition where the economic operator has undertaken to unduly influence the decision-making process of the Contracting Authority, or obtain confidential information that may confer upon it undue advantages in the procurement procedure or where the economic operator has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	57.8(i)
<i>NOTE #1: In respect of each of the grounds for exclusion detailed under points (viii) to (xvi) above, an economic operator may provide evidence to the effect that it has undertaken sufficient measures to demonstrate its reliability, despite the existence of the ground for exclusion. Where, in the opinion of the Contracting Authority, such evidence is sufficient, the economic operator shall not be excluded from the competition. Appropriate evidence is detailed in Regulation 57.14 of the European Union (Award of Public Authority Contracts) Regulations 2016.</i> <i>NOTE #2: In respect of each of the exclusion grounds detailed under points (viii) to (xvi) above, in the event that the situation referred to occurred more than three years prior to the date of advertisement of this competition, the relevant ground for exclusion will not apply.</i>		

5 ELIGIBILITY CRITERIA

5.1 Eligibility Criteria and Associated Rules

The Contracting Authority is using the open procedure for the award of this framework agreement. While any interested party may submit a tender, only those tenderers meeting the stated levels of financial and technical capacity will have their submissions evaluated under the award criteria detailed in Section 6 of the Invitation to Tender document.

In order to enable the Contracting Authority to ascertain tenderers' financial and technical capacity, all tenderers must complete the ESPD contained in Appendix 2 of this document. In particular, Part IV of the ESPD constitutes a 'self declaration' to the effect that the tenderer complies with each of the eligibility criteria and rules detailed hereunder. Once the ESPD has been completed, no additional response to these eligibility criteria is required.

For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate compliance with all eligibility criteria detailed hereunder. Such a request may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to demonstrate compliance with all eligibility criteria detailed hereunder.** In the event that the supporting documentation demonstrates that any eligibility criterion is not complied with, the tenderer will be eliminated from this competition.

(Criteria detailed overleaf)

(a) INSURANCES

REQUIREMENT
It is a requirement that tenderers either possess the following forms and levels of insurance, or are in a position to implement the following forms and levels of insurance if successful in the competition: (a) Professional Indemnity Insurance - €2,500,000, each and every claim or series of claims arising out of the same originating cause. To be maintained from the commencement of the framework agreement until six years after the substantial completion the last project in connection with which the successful tenderer has been engaged under this framework agreement. (b) Public Liability Insurance - €6,500,000. To be maintained from the commencement until the expiry of the framework agreement. (c) Employer's Liability - €13,000,000. To be maintained from the commencement until the expiry of the framework agreement.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 2, tenderers are confirming that they either possess the forms and levels of insurance indicated or, alternatively, that they are in a position to obtain the forms and levels of insurance indicated if successful in this competition. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) Evidence of the possession of the required forms and levels of insurance (i.e., certificates of insurance provided by brokers or underwriters); (b) A signed letter from the tenderer's insurance broker to the effect that the required forms and levels of insurance can be implemented should the tenderer prove successful in this competition.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(b) FINANCIAL CAPACITY

REQUIREMENT
It is a requirement that tenderers have attained a turnover of at least €1,000,000 in any one of the three previous financial years.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 2, tenderers are confirming that they have attained a turnover of at least €1,000,000 in any one of the three previous financial years. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) Financial statements or extracts from financial statements; (b) An objectively verifiable statement of the tenderer's overall turnover (e.g. an auditor's statement).
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(c) TAX CLEARANCE

REQUIREMENT
It is a requirement that tenderers either possess a Tax Clearance Certificate issued by the Irish Revenue Commissioners, or will possess such certification prior to the award of this contract. For the avoidance of doubt, it is emphasised that the Contracting Authority is precluded from processing invoices submitted by economic operators not in possession of an Irish Tax Clearance Certificate.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 2, tenderers are confirming that they either possess a Tax Clearance Certificate issued by the Irish Revenue Commissioners or have applied for such a certificate. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) A reference to electronic evidence of tax clearance status issued by the Irish Revenue Commissioners (i.e., a screenshot, a hyperlink or any other appropriate material); (b) Copies of correspondence between the tenderer and the Irish Revenue Commissioners.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(d) PREVIOUS EXPERIENCE

REQUIREMENT
It is a requirement that tenderers have successfully delivered two projects of a comparable nature, scale and complexity to the Contracting Authority's current requirements during the preceding five years. In order to be considered comparable in terms of nature and scale, each project must have involved the provision of energy efficient design services on a live acute hospital campus in connection with a capital construction project valued in excess of €1,000,000.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 2, tenderers are confirming that they have successfully delivered, within the preceding five years, two contracts of a similar nature, scale and complexity to the requirement comprising the subject matter of this competition. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) Suitable references from the two client organisations in question, detailing, at a minimum, the annual value of the contracts in question, the duration of the contracts and the range of services provided by the tenderer over the course of each contract.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(e) HEALTH AND SAFETY TRAINING

REQUIREMENT
It is a requirement that management staff and key personnel of the tendering organisation have undertaken a course introducing the principles of the Construction Regulations with particular regard to the tendering organisation's responsibilities as a Designer under said regulations. The course must be approved by the relevant registration body (or, in the absence of a registration body, a professional body appropriate to the tendering organisation).
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 2, tenderers are confirming that all management staff and key personnel of the tendering organisation have undertaken a course introducing the principles of the Construction Regulations with particular regard to the tendering organisation's responsibilities as a Designer under said regulations. Moreover, tenderers are confirming that the course was approved by the relevant registration body (or, in the absence of a registration body, a professional body appropriate to the tendering organisation). Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) The names of all staff to whom training was delivered; (b) The dates upon which training was delivered; (c) Evidence that the training was suitably approved, either by a registration body or, in the absence of a registration body, a professional body appropriate to the tendering organisation.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(f) HEALTH AND SAFETY MEASURES

REQUIREMENT
It is a requirement that the tendering organisation has retained sufficient detail of any enforcement actions, legal proceedings, accidents, fatalities or incidents associated with any lapse in the discharge of the tendering organisation's duties under the Construction Regulations within the preceding three years. Moreover, the tendering organisation undertakes to make all such information available to the Contracting Authority upon request. Finally, it is a requirement that the tendering organisation has implemented sufficient and appropriate measures to prevent the recurrence of any lapses under the Construction Regulations.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 2, tenderers are confirming that sufficient detail has been retained of any enforcement actions, legal proceedings, accidents, fatalities or incidents associated with any lapse in the discharge of the tendering organisation's duties under the Construction Regulations within the preceding three years. Additionally, by completing the ESPD contained in Appendix 2, tenderers are undertaking to make all such information available to the Contracting Authority upon request. Finally, by completing the ESPD contained in Appendix 2, tenderers are confirming that the tendering organisation has implemented sufficient and appropriate measures to prevent the recurrence of any lapses under the Construction Regulations. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) Comprehensive information in respect of any enforcement actions, legal proceedings, accidents, fatalities or incidents arising during the preceding three years, to include the dates of all such matters and a complete description of the nature and severity of each matter. (b) Comprehensive information regarding all measures implemented to prevent the recurrence of any matter.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

6 AWARD CRITERIA

Tenderers are advised that a narrative response is required to each qualitative award criterion set out hereunder. A failure to address any criterion may, depending upon the materiality of the omission, result in the elimination of the tender submission in question as inadmissible.

6.1 Award Criteria and Weightings

This framework agreement will be awarded to the tenderer submitting the most economically advantageous tender, identified following application of the award criteria and weightings detailed hereunder. It is emphasised that the Contracting Authority is not bound to accept the most economically advantageous tender or any tender received, and reserves the right to accept or reject in whole or in part any or all Tenders received.

6.1 – AWARD CRITERIA AND WEIGHTINGS				
CRITERION		%	MAXIMUM SCORE ACHIEVABLE	MINIMUM SCORE REQUIRED
A	Technical Merit of Nominated Resources	35	3,500	1,800
B	Quantity and Balance of Resources	10	1,000	600
C	Reliability and Continuity of Service	10	1,000	600
D	Demonstrated Understanding of Requirements	15	1,500	900
E	Notional Ultimate Cost	30	3,000	N/A
TOTALS		100	10,000	N/A

6.2 Award Criteria Explained

Each criterion is explained in detail below. Tenderers are required to read the description of each criterion carefully in order to provide comprehensive and sufficiently detailed responses.

(Criteria commence overleaf)

CRITERION A – TECHNICAL MERIT OF NOMINATED RESOURCES (35%)

In order to attain the minimum required score associated with this criterion, tenderers must comply with the following requirements:

- Tenderers must provide a comprehensive curriculum vitae for ONE Director in Charge (i.e., an individual genuinely having the status of Director or Manager in the tenderer's organisation, possessing a third-level qualification in construction consultancy and at least ten years' post-qualification experience in the field of energy efficient design). The submitted curriculum vitae must contain evidence to the effect that the individual in question has provided energy efficient design services in respect of two projects of a comparable nature, scale and complexity to the Contracting Authority's requirements within the preceding five years. In order to be considered comparable in terms of nature, scale and complexity, the reference projects in question must have involved capital construction projects in an acute hospital environment.
- Tenderers must provide comprehensive curricula vitae for TWO Directors / Project Consultants (i.e., individuals possessing third-level qualifications in a construction consultancy discipline with at least seven years' post-qualification experience in the field of energy efficient design). The submitted curricula vitae must contain evidence to the effect that the individuals in question have provided energy efficient design services in respect of two projects of a comparable nature, scale and complexity to the Contracting Authority's requirements within the preceding five years. In order to be considered comparable in terms of nature, scale and complexity, the reference projects in question must have involved capital construction projects in an acute hospital environment.
- Tenderers must provide comprehensive curricula vitae for TWO Consultants (i.e., individuals possessing third-level qualifications in a construction consultancy discipline with at least three years' post-qualification experience in the field of energy efficient design). The submitted curricula vitae must contain evidence to the effect that the individuals in question have provided energy efficient design services in respect of two projects of a comparable nature, scale and complexity to the Contracting Authority's requirements within the preceding five years. In order to be considered comparable in terms of nature, scale and complexity, the reference projects in question must have involved capital construction projects in an acute hospital environment.

For the avoidance of doubt, a failure to comply with the foregoing provisions will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the relevance and breadth of expertise apparent from submitted curricula vitae.

CRITERION B – QUANTITY AND BALANCE OF RESOURCES (10%)

Tenderers must complete the Resource Allocation Schedule contained in Appendix 2 and return it with their tender submissions. The completed Resource Allocation Schedule must list all individuals nominated to work on the project, together with their proposed time allocation for each stage of an **indicative and theoretical** construction project (the construction of a standalone suite of four operating theatres with a notional construction value of €10,000,000). The proposed percentage allocation per category of staff will comprise a contractual commitment on the part of each tenderer; if successful in this competition, the successful tenderer shall allocate staff to each project in a manner that is proportionate to the time allocation proposed in the completed Resource Allocation Schedule.

In order to attain the minimum required score for this criterion, completed versions of the Resource Allocation Schedule must demonstrate an appropriate allocation of categories of staff to each stage of the project. Should the allocation of levels of seniority to each project stage fail to afford the Contracting Authority due confidence that the indicative and theoretical project can be satisfactorily delivered, the response to this criterion will fail to attain the minimum required score and the tender submission as a whole shall be rejected from further consideration. For the avoidance of doubt, completed versions of the Resource Allocation Schedule must demonstrate an adequate and proportionate quantum of hours to deliver a project of the scale and complexity of the indicative and theoretical construction project listed.

Scores in excess of the minimum required score shall be apportioned by reference to the relative merit of the resource allocation mechanisms adopted by the tender in question.

(Criteria continue overleaf)

CRITERION C – RELIABILITY AND CONTINUITY OF SERVICE (10%)

The purpose of this criterion is to assess the extent to which the Contracting Authority can place due confidence in a tenderer's ability to deliver the required services in a sufficiently timely and professional manner. In order to attain the minimum required score associated with this criterion, tenderers must describe two projects of a comparable nature and scale to the Contracting Authority's advertised requirements that have been successfully delivered by the tendering organisation within the preceding five years. At a minimum, the following information must be provided for each project:

- The commencement and completion date of the project;
- The name of the client organisation, together with a narrative description of its scale and scope;
- The total value of the project to the tendering organisation;
- A description of the precise energy efficient design services provided over the course of the project, together with a description of all reports provided to the client organisation;
- A description of the manner in which the project was resourced, to include a statement of the key roles and responsibilities of all tendering organisation resources involved in service delivery.
- The name, position, e-mail address and phone number of a sufficiently senior individual within the client organisation who can attest to the fact that the required services were successfully delivered;
- A narrative statement of the extent to which the project corresponds to the Contracting Authority's advertised requirements.

In the event that the required information is not provided for each project, or in the event that a tender submission fails to demonstrate that two projects of a comparable nature and scale to the Contracting Authority's advertised requirements have been successfully delivered within the preceding five years, the tender submission will fail to attain the minimum required score associated with this criterion and will be eliminated from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the overall comparability and relevance of projects described in response to this criterion.

In the event that the Contracting Authority elects to take up references in support of its evaluation of submissions under this criterion, it shall do so independently and without further reference to any tenderer.

(Criteria continue overleaf)

CRITERION D – DEMONSTRATED UNDERSTANDING OF REQUIREMENTS (15%)

By reference to Section 2 of this Invitation to Tender document, tenderers are required to outline their proposed methodologies for service delivery. At a minimum, responses to this criterion must contain the following information:

- Taking into account the ongoing and planned capital projects listed in Section 2.2 of this Invitation to Tender document, tenderers are required to provide a brief narrative statement (of a maximum length of 500 words) outlining the typical EED issues to be addressed in a live acute hospital.
- A high-level overview of the likely subject matter of a project-specific Implementation Plan (as specified in Section 2.5.1 of this Invitation to Tender document).
- A high-level overview of the likely subject matter of project-specific stage reports (as specified in Section 2.5.2 of this Invitation to Tender document).
- Any other relevant information that serves to demonstrate the tendering organisation's understanding of the Contracting Authority's objectives in respect of energy efficiency design.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the overall rigour and merit of project methodologies received.

(Criteria continue overleaf)

CRITERION E – NOTIONAL ULTIMATE COST (30%)

Tenderers are required to complete the Form of Tender contained in Appendix 1 of this Invitation to Tender document. The Form of Tender must be returned with tender submissions. The Form of Tender details the manner in which a single notional ultimate cost figure shall be arrived at for evaluation purposes. The tenderer proposing the lowest notional ultimate cost will attain the maximum available score under this criterion. Scores for other tender submissions will be apportioned as follows:

**POINTS AWARDED = (THE MAXIMUM SCORE ACHIEVABLE) MULTIPLIED BY (THE COST OF
THE LOWEST-COST VALID TENDER) DIVIDED BY (THE COST OF THE VALID TENDER IN
QUESTION).**

NOTE: In this instance, the phrase 'valid tender' refers to any tender submission not eliminated by virtue of a failure to attain a minimum required score associated with any qualitative criterion.

(Criteria end)

6.3 Minimum Qualitative Score Required

Tenderers should note that they must achieve a minimum rating of ‘acceptable,’ or 60% of the total marks available, for all qualitative award criteria. For the avoidance of doubt, a failure to attain any minimum required score will result in the elimination of the tender submission in question from further consideration. Should a tender submission fail to attain a minimum required score, tenderer’s attention is drawn to the fact that the following provisions shall apply:

- 6.3.1 The tender submission shall not be subject to a comparative assessment against other tender submissions.
- 6.3.2 The financial proposal contained in the tender submission shall not be subject to evaluation under Award Criterion E (Notional Ultimate Cost).
- 6.3.3 The tenderer in question will be notified of the reasons for the failure to attain the minimum required score. Additionally, the tenderer in question shall be informed of the name of the successful tenderer.
- 6.3.4 On the basis that no comparative assessment will have taken place and the financial proposal of the tenderer in question will not have been assessed, the characteristics and relative advantages of the successful tenderer under any qualitative or financial criterion **will not be provided**, by virtue of the fact that the Contracting Authority will not have access to such information.

6.4 Scoring Options

The evaluation team shall rely upon the following scoring bands for the purposes of apportioning scores under the qualitative criteria:

ELIMINATED	0% of marks available	No response
	20% of marks available	Poor
	40% of marks available	Mediocre
ADMISSIBLE	60% of marks available	Acceptable
	70% of marks available	Good
	80% of marks available	Very Good
	90% of marks available	Excellent
	100% of marks available	Outstanding

Regarding the manner in which the evaluation of qualitative award criteria will be undertaken, tenderers are advised that the various individual requirements listed under each qualitative criterion

in Section 6.2 of this Invitation to Tender document do not constitute criteria in their own right. The individual requirements are not associated with weightings, nor are they individually weighted. The individual requirements serve as a means of collecting evidence that will be assessed on an overall basis to apportion a score under the relevant award criterion.

6.5 Acceptance of Assessment Methodology

By submitting a tender, each tenderer acknowledges that the evaluation of tender submissions will be conducted in accordance with the procedures laid down in this Invitation to Tender document. Any queries, reservations or observations should properly be raised by tenderers via the communications protocol contained in Section 3 of this document prior to the submission of a tender.

6.6 Verification and Clarification Meetings

Tenderers are advised that verification and clarification meetings may be held with tenderers in order to verify the scores provisionally apportioned to written tender submissions. In the event that the Contracting Authority elects to hold verification and clarification meetings, it is imperative that staff proposed for service delivery attend such meetings.

APPENDIX 1 – FORM OF TENDER

NOTE: This Form of Tender must be completed, signed and returned by tenderers. All fields requiring completion by tenderers are highlighted in yellow. Any amendment to the structure of this document, any qualification of financial offers or any action that prevents or frustrates the evaluation of financial proposals on a like-for-like basis, may, at the sole discretion of the Contracting Authority, result in the elimination of the tender in question.

Contracting Authority: Beaumont Hospital

Competition: **Single-Party Framework Agreement for Energy Efficient Design Facilitator Services**

From: _____

I/We, having read the full Invitation to Tender document and associated Appendices, do hereby offer to provide the whole of the services described all to the entire satisfaction of the Client, for the following percentage fee for each project, which shall be converted to a lump sum at the completion of Stage(ii)(B) for each project:

Tendered Percentage Fee (%)	Notional Project Construction Value for Evaluation Purposes	Subtotal A
<i>Insert</i>	€10,000,000	<i>Insert</i>

Additionally, I/we undertake that the following hourly rates shall apply in respect of:

- (i) Time Charges, as specified in the Standard Conditions of Engagement document applying to individual projects under this framework agreement;
- (ii) Any ad-hoc support or consultancy work required by the Contracting Authority outside of a discrete project under this framework agreement.

Category of Resource	Tendered Hourly Rate (€, Exc. VAT)	Notional Quantity of Hours for Evaluation Purposes	Subtotals
Director in Charge	<i>Insert</i>	15	<i>Insert</i>
Director / Project Consultant	<i>Insert</i>	20	<i>Insert</i>
Consultant	<i>Insert</i>	20	<i>Insert</i>
Technician	<i>Insert</i>	10	<i>Insert</i>
Subtotal B			<i>Insert</i>

Subtotal A	<i>Insert</i>
Subtotal B	<i>Insert</i>
NOTIONAL ULTIMATE COST	<i>Insert</i>

STAGE SERVICES AND FEES (FOR INFORMATION PURPOSES)	
Stage	Percentage of Total Fee for Stage
Stage (i) Preliminary	15%
Stage (ii) Design	30%
<i>Sub-Stage (ii a) Scheme Design</i>	<i>10%</i>
<i>Sub-Stage (ii b) Developed Design and Planning</i>	<i>10%</i>
<i>Sub-Stage (ii c) Detailed Design and Tender Documents</i>	<i>10%</i>
Stage (iii) Tender Action, Evaluation, Award	20%
Stage (iv) Construction	25%
Stage (v) Handover	10%

I/We confirm that I/we:

- Will keep this offer open for acceptance by the Contracting Authority for a period of twelve months from the deadline date for submission of tenders;
- Agree that you are not bound to accept the most economically advantageous tender or any tender you may receive;
- Have read and thoroughly examined the Invitation to Tender document and fully understand the Invitation to Tender document and the Contracting Authority's requirements;
- Undertake to treat the details of this Invitation to Tender document, the resulting tender submission and any subsequent meetings as private and confidential;
- Acknowledge that acceptance by the Contracting Authority of a tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the framework agreement has been formally established by the Contracting Authority and the successful framework member;
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the framework agreement;
- Have found no errors, omissions, conflicts or ambiguities in the Invitation to Tender document, except those which I/we have brought to the attention of the Contracting Authority before the latest date for submitting queries;

- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the framework agreement may be performed that are in force seven days prior to the deadline for receipt of tenders;
- Will not, if awarded this framework agreement, employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age, etc.;
- Will not, if awarded this framework agreement, source any goods or services in countries subject to official international trading sanctions.

SIGNATURE	<i>(Insert)</i>	Date	<i>(Insert)</i>
Name	<i>(Insert)</i>	Position	<i>(Insert)</i>
Telephone	<i>(Insert)</i>	Email	<i>(Insert)</i>

A Tenderer's failure to sign and date this Form of Tender and to complete all sections will invalidate the tender submission.

APPENDIX 2 – RESOURCE ALLOCATION SCHEDULE

Tenders must complete and return the separate Excel document entitled 'Resource Allocation Schedule.'

APPENDIX 3 – EUROPEAN SINGLE PROCUREMENT DOCUMENT

- a) This document must be completed and returned by tenderers. The completed version of this document will constitute a 'self-declaration' that the grounds for exclusion detailed in Section 4 of the Invitation to Tender document do not apply to the tenderer and that the tenderer is in a position to comply with each of the eligibility criteria detailed in Section 5 of the Invitation to Tender document.
- b) Failure to complete all sections of this document will result in the tenderer's elimination from this competition. Moreover, failure to provide sufficient detail in respect of any field may, at the discretion of the Contracting Authority, result in the elimination of the tenderer in question.
- c) Any misrepresentation in respect of the completed document will result in the tenderer's elimination from this and future procurement competitions.
- d) Tenderers may reuse a European Single Procurement Document previously submitted in respect of another competition. Alternatively, in the event that a tenderer has previously completed an electronic version of this document, the tenderer may provide the Contracting Authority with electronic access to the relevant document. In both instances, it is imperative that the completed version of the European Single Procurement Document contains all of the information sought by this document.
- e) For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed in Section 4 of the Invitation to Tender document. Additionally, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate compliance with the eligibility criteria detailed in Section 5 of the Invitation to Tender document. Such requests may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to confirm the assertions made hereunder.**
- f) If a tenderer fails to provide supporting documentation necessary to confirm the assertions made hereunder within five working days of a request to do so from the Contracting Authority, the tenderer in question will be eliminated from the competition.

PART I – INFORMATION CONCERNING THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY	
IDENTITY OF THE PROCURER:	ANSWER:
Name:	Beaumont Hospital
Which procurement is concerned?	Single-Party Framework Agreement for Energy Efficient Design Facilitator Services
Title or short description of the procurement:	Single-Party Framework Agreement for Energy Efficient Design Facilitator Services
File reference number attributed:	3082

PART II – INFORMATION CONCERNING THE ECONOMIC OPERATOR	
A: INFORMATION ABOUT THE ECONOMIC OPERATOR	
IDENTIFICATION:	ANSWER:
Name:	<i>Insert</i>
VAT-number, if applicable: <i>(If no VAT-number is applicable, please indicate another national identification number, if required and applicable)</i>	<i>Insert</i>
Postal Address:	<i>Insert</i>
Contact Person or Persons:	<i>Insert</i>
Telephone:	<i>Insert</i>
E-mail:	<i>Insert</i>
Internet address, if applicable:	<i>Insert</i>
GENERAL INFORMATION:	ANSWER:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise?	Yes ☐ No ☐ Define which: <i>Insert</i>
Only in the case the procurement is reserved, is the economic operator a sheltered workshop, a 'social business,' or will it provide for the performance of the contract in the context of sheltered employment programmes?	NOT APPLICABLE
If yes, what is the corresponding percentage of disabled or disadvantaged workers? If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to.	NOT APPLICABLE
If applicable, is the economic operator registered on an official list of approved economic operators or does it have an equivalent certificate (e.g., under a national [pre]qualification system)?	Yes ☐ No ☐ Not Applicable ☐
<i>If you have answered 'yes' to the above question, answer the remaining parts of this Section, Section B and, where relevant, Section C of Part II. Then complete and sign Part VI. (i.e., if you have answered 'yes' to the above question, there is no need to complete Parts III and IV of this Appendix).</i>	
Please provide the name of the list or certification and the relevant registration or certificate number, if applicable:	<i>Insert</i>
If the certificate of registration or certification is available electronically, please state:	<i>Insert web address, issuing authority or body, precise reference of the documentation.</i>

Please state the references on which the registration or certification is based and, where applicable, the classification obtained in the official list:	<i>Insert</i>
Does the registration or certification cover all of the required selection criteria? <i>(If 'no,' please complete and sign Appendix IV of this document.)</i>	Yes ☐ No ☐
Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the Contracting Authority or Contracting Entity to obtain it directly by accessing a national database in any Member State that is available free of charge?	Yes ☐ No ☐ <i>(If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation).</i>
FORM OF PARTICIPATION	ANSWER:
Is the economic operator participating in the procurement procedure together with others?	Yes ☐ No ☐
<i>If you have answered 'yes' to the above question, please ensure that the others concerned provide a separate ESPD document and please answer the questions below:</i>	
If 'yes,' please indicate the role of the economic operator in the group (e.g., leader, responsible for specific tasks, etc.):	<i>Insert</i>
If 'yes,' please identify the other economic operators participating in the procurement procedure together:	<i>Insert</i>
Where applicable, please insert the name of the participating group:	<i>Insert</i>
LOTS:	ANSWER:
Where applicable, please indicate the lot(s) for which the economic operator wishes to tender:	NOT APPLICABLE
B: INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR	
<i>Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:</i>	
REPRESENTATION, IF ANY:	ANSWER:
Full Name: <i>(Accompanied by the date and place of birth, if required)</i>	<i>Insert</i>
Position / Acting in the capacity of:	<i>Insert</i>
Postal Address:	<i>Insert</i>
Telephone:	<i>Insert</i>
E-mail:	<i>Insert</i>

If necessary, please provide detailed information regarding the representation (e.g., its form, extent, purpose, etc).	Insert
C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES	
RELIANCE:	ANSWER:
Does the economic operator rely on the capacities of other entities in order to meet the eligibility criteria for this competition as set out in Section 5 of the associated Invitation to Tender document?	Yes ☐ No ☐
<i>If 'yes,' please provide a separate ESPD form setting out the information required under Sections A and B of this Part and Part III of this Appendix for each of the entities concerned, duly completed and signed by the entities concerned. Please note that this should also include any technicians or technical bodies, not belonging directly to the economic operator's undertaking, especially those responsible for quality control and, in the case of public works contracts, the technicians or technical bodies upon whom the economic operator can call in order to carry out the work.</i> <i>Insofar as it is relevant for the specific capacity or capacities on which the economic operator relies, it may also be necessary for some or all of the entities concerned to complete Part IV of this Appendix.</i>	
D: INFORMATION CONCERNING SUBCONTRACTORS ON WHOSE CAPACITY THE ECONOMIC OPERATOR DOES NOT RELY	
SUBCONTRACTING	ANSWER:
Does the economic operator intend to subcontract any share of the contract to third parties?	Yes ☐ No ☐ If 'yes,' and so far as is known, please list the proposed subcontractors.
<i>If 'yes,' please provide the information required under Sections A and B of this part for each of the subcontractors concerned.</i>	

PART III – EXCLUSION GROUNDS	
A: GROUNDS RELATING TO CRIMINAL CONVICTIONS	
<i>Article 57.1 of Directive 2014/24/EU sets out the following reasons for exclusion:</i> <i>1. Participation in a criminal organisation;</i> <i>2. Corruption;</i> <i>3. Fraud;</i> <i>4. Terrorist offences or offences linked to terrorist activities;</i> <i>5. Money laundering or terrorist financing;</i> <i>6. Child labour and other forms of trafficking in human beings.</i>	
GROUND(S):	ANSWER:
Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	Yes ☐ No ☐ <i>If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>
<i>If 'yes,' please provide the following information:</i>	
Date of conviction, which of the grounds for conviction (points 1 to 6 above) is concerned and the reason(s) for the conviction:	<i>Insert dates, points and reasons.</i>
Identify who has been convicted:	<i>Insert</i>
Insofar as is established directly in the conviction:	<i>Insert the length of the period of exclusion and the point(s) concerned.</i> <i>If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>
In cases of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS	
PAYMENT OF TAXES / SOCIAL SECURITY:	ANSWER:
Has the economic operator met all of its obligations relating to the payment of taxes or social security contributions, both in the country in which it is established and in the Member State of the Contracting Authority if other than the country of establishment?	Yes ☐ No ☐
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>

If the economic operator has not met all of its obligations relating to the payment of taxes or social security contributions, please provide the following information:

Country or member state concerned:	Taxes	Social Contributions
	<i>Insert</i>	<i>Insert</i>
What is the amount concerned?	<i>Insert</i>	<i>Insert</i>
How has this breach of obligations been established?	<i>Insert</i>	<i>Insert</i>
If through a judicial or administrative decision, is this decision final and binding?	Yes ☐ No ☐	Yes ☐ No ☐
If through a judicial or administrative decision, please indicate the date of conviction or decision:	<i>Insert</i>	<i>Insert</i>
If through a judicial or administrative decision, and in the case of a conviction, please provide the length of the period of exclusion:	<i>Insert</i>	<i>Insert</i>
If this breach of obligations has been established by other means, please indicate the other means in question:	<i>Insert</i>	<i>Insert</i>
Has the economic operator 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 or accrued fines?	Yes ☐ No ☐	Yes ☐ No ☐
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>	

C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTEREST OR PROFESSIONAL MISCONDUCT

GROUND:	ANSWER:
Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law?	Yes ☐ No ☐
If the economic operator has breached its obligations in the fields of environmental, social and labour law, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>

Is the economic operator in any of the following situations: • Bankrupt; • The subject of insolvency or winding-up proceedings; • In an arrangement with creditors; • In any analogous situation arising from a similar procedure under national laws and regulations; • That its assets are being administered by a liquidator or the court; • That its business activities are suspended?	Yes ☐ No ☐
If the economic operator is in any of the situations mentioned in the immediately preceding question, please provide comprehensive details of the situation:	<i>Insert</i>
Please provide the reasons for nevertheless being able to perform the contract or framework agreement, taking into account the applicable national rules and measures on the continuation of business in those circumstances, as per Article 57.4 of Directive 2014/24/EU.	<i>Insert</i>
If the relevant documentation is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>
Is the economic operator guilty of grave professional misconduct?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the matter.</i>
If the economic operator is guilty of grave professional misconduct, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
Has the economic operator entered into arrangements with other economic operators aimed at distorting competition?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the arrangements in question.</i>
If the economic operator has entered into arrangements with other economic operators aimed at distorting competition, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
Is the economic operator aware of any conflict of interest due to its participation in the procurement procedure?	Yes ☐ No ☐ <i>If 'yes' please provide a comprehensive description of the conflict(s) in question.</i>

Has the economic operator or an undertaking related to it advised the Contracting Authority or otherwise been involved in the preparation of the procurement procedure?	Yes ☐ No ☐ <i>If 'yes' please provide a comprehensive description of the matter.</i>
Has the economic operator experienced that a prior public contract, framework agreement or concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with a prior contract?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the matter.</i>
If the economic operator experienced that a prior public contract, framework agreement or concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with a prior contract, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
Can the economic operator confirm the following: • That it has not 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? • That it has not withheld such information? • That it has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity? • That it has not undertaken to unduly influence the decision making process of a contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in a procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?	Yes ☐ No ☐

PART IV – ELIGIBILITY CRITERIA

α: GLOBAL INDICATION FOR ALL SELECTION CRITERIA

Concerning the eligibility criteria, the economic operator declares that it satisfies the required eligibility criteria for this competition as detailed in Section 5 of the Invitation to Tender document:

Yes ☐ No ☐

PART V – REDUCTION OF THE NUMBER OF QUALIFIED CANDIDATES

NOT APPLICABLE

PART VI – CONCLUDING STATEMENTS

The undersigned formally declare that the information stated under Parts II – III of this Appendix is accurate and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- (a) The Contracting Authority has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge;
- (b) As of 18/10/2018 at the latest, the Contracting Authority already possesses the documentation concerned.

The undersigned formally consent to Our Lady of Lourdes Hospital, Drogheda gaining access to documents supporting all information provided in this European Single Procurement Document for the purposes of this competition.

Signed (Authorised Signatory):	<i>Insert</i>
Block Capitals:	<i>Insert</i>
Position:	<i>Insert</i>
Company:	<i>Insert</i>
Registered Office:	<i>Insert</i>
Date:	<i>Insert</i>

APPENDIX 4 – DRAFT TERMS AND CONDITIONS OF THE FRAMEWORK AGREEMENT

*The following terms are provided as an indication of the intended format of the framework agreement to be signed with the framework operator identified by this competition. Tenderers are **not** requested to sign these terms as part of their tender submission but should review them carefully and indicate any areas of interest by submitting a written query during the tender period.*

Single Party Framework Agreement for Energy Efficient Design Facilitator Services

PARTIES

Beaumont Hospital
(Hereinafter referred to as ‘the Contracting Authority’)

[To be inserted prior to signature]

(Hereinafter referred to as ‘the Framework Operator’ or ‘Operator’)

BACKGROUND

The Contracting Authority has conducted a tender competition for the establishment of a single-party framework agreement for the provision of energy efficient design facilitator services.

- a. The Framework Agreement was advertised in the Official Journal of the European Union and via the Irish Government’s Procurement Opportunities Portal (www.etenders.gov.ie).
- b. The open procedure was used and an Invitation to Tender document was issued with a deadline date for the submission of Tenders of **XX/XX/2026**.
- c. Following evaluation of the submitted Tender against the published award criteria, the Framework Operator is now appointed as the single Framework Operator under this Framework Agreement.

DEFINITIONS

Commencement Date means the date upon which this Framework Agreement shall come into effect, being [to be inserted prior to signature];

Contract means the appointment of the Framework Operator to provide energy efficient design facilitator services in connection with a discrete capital project commenced by the Contracting Authority during the Framework Period;

Framework Agreement means these terms and conditions, including the Schedules hereto;

Framework Period means the period in years set out in Clause 2.1;

Invitation to Tender means the Invitation to Tender document issued by the Contracting Authority on [to be inserted prior to signature] for the purposes of eliciting the submission of Tenders;

Price means the amount in Euro chargeable by the Framework Operator in respect of any services purchased by the Contracting Authorities;

Request for Supplementary Tender means a document issued by the Contracting Authorities at any point during the Framework Period requesting a proposal for the provision of services;

Supplementary Tender means the written submission of the Framework Operator in response to a Request for Supplementary Tender;

Tender means the submission of the Framework Operator in response to the Invitation to Tender together with any clarifications, additions or amendments accepted by the Contracting Authority;

1. Appointment of Framework Operator

- 1.1 In consideration of payment by the Contracting Authority of good and valuable consideration, receipt of which is hereby acknowledged, the Framework Operator accepts its appointment under the terms and conditions of this Framework Agreement.

2. Period of Framework Agreement

- 2.1 The Framework Agreement shall take effect on the Commencement Date and shall have a maximum potential duration of six years. For the avoidance of doubt, the duration of any Contract entered into under the Framework Agreement may extend beyond the date of expiry of the Framework Agreement as a whole.

3. Scope of Framework Agreement

- 3.1 This Framework Agreement concerns the provision of Energy Efficient Design Facilitator services in connection with planned and ongoing capital construction projects on the Contracting Authority's campus, as defined by Schedule 1 to this Agreement. A Contract under this Framework Agreement shall comprise the appointment of the Framework Operator to act as a designer, in conjunction with the separately-appointed multi-disciplinary design team, in connection with a discrete capital construction project.
- 3.2 For the avoidance of doubt, no guarantee is offered (nor should any guarantee be inferred) regarding the number or scope of Contracts to be awarded under this Framework Agreement. The Contracting Authority shall award Contracts under this Framework Agreement strictly and solely as the need arises. The Framework Operator acknowledges that the progression of any capital project on the Contracting Authority's campus is contingent upon a range of factors, including (but not limited to) funding availability, national and regional healthcare planning decisions and the Contracting Authority's strategic and patient-care priorities.

- 3.3 During the currency of the Framework Agreement, no exclusive right is offered to the Framework Operator; while the Contracting Authority intends to utilise the Framework Agreement to fulfil the entirety of its requirements for energy efficient design services arising during the Framework Period, the Contracting Authority shall be entitled to procure such services from any economic operator of its choosing at any point in time. In this regard, appointment to the Framework Agreement does not entitle the Framework Operator to be awarded (or to be consulted in respect of) any Contract.

4. Conditions for Award of Contracts

- 4.1 Contracts awarded under this Framework Agreement shall be governed by the version of the Capital Works Management Framework Standard Conditions of Engagement for Consultancy Services (COE1) in force at the time of the Contract's award. The Framework Operator undertakes that it shall enter into this form of contractual agreement in respect of each Contract awarded under the Framework Agreement.
- 4.2 The allocation of resources to any Contract awarded under the Framework Agreement shall be in accordance with, and proportionate to, the Resource Allocation Schedule contained in the Framework Operator's Tender.
- 4.3 Prior to the award of any Contract, the Framework Operator may be required to provide the Contracting Authority with certain procedural information, including (but not limited to) method statements, undertakings in respect of capacity and proposals regarding the manner in which the Contract shall be resourced.
- 4.4 Generally, Contracts shall be awarded directly on foot of the Framework Operator's Tender (i.e., by reference to the tendered percentage fee and hourly rates proposed by the Framework Operator). From time-to-time, however, the Contracting Authority may seek a Supplementary Tender (i.e., an update of, or revision to, the Framework Operator's Tender) in accordance with the procedure set out in Clause 5 below.

5. Procedure for Supplementary Tenders

- 5.1 It is emphasised that Supplementary Tenders will be sought solely in respect of work falling under the advertised scope of the Framework Agreement. The following procedure shall be utilised in respect of Supplementary Tenders:
- 5.1.1 The Contracting Authority will issue a Request for Supplementary Tender to the Framework Operator in writing, specifying the conditions that will apply in respect of the Supplementary Tender.
- 5.1.2 The Contracting Authority shall specify the scope of the Supplementary Tender, and in particular whether the applicable terms and fees will be determined, to any extent, by reference to the Tender or, where relevant, the Supplementary Tender.

- 5.1.3 The Contracting Authority shall fix a deadline for the receipt of the Supplementary Tender that takes into account the complexity of the Contract and the time needed to prepare an appropriate proposal.
- 5.1.4 Following evaluation of the Supplementary Tender, the Contracting Authority shall determine whether the Supplementary Tender meets its stated requirements and whether a Contract will be awarded.
- 5.2 The Contracting Authority shall not be responsible for any costs incurred by the Framework Operator in the preparation of a Supplementary Tender.
- 5.3 The Contracting Authority shall not be obliged to award any Contract on foot of a Request for Supplementary Tender and may terminate the associated award procedure at any time at its sole discretion.

6. Pricing

- 6.1 The Price chargeable in respect of all services purchased during the Framework Period shall be as per the Form of Tender contained in Schedule 2 of this Agreement. The tendered percentage fee shall be fixed as the maximum chargeable percentage fee for the Framework Period. Tendered hourly rates shall be adjusted for inflation on each annual anniversary of the Commencement Date of the Framework Agreement. This adjustment shall be in accordance (whether positive or negative) with the Irish Consumer Price Index.
- 6.2 The Contracting Authority may seek, or the Framework Operator may offer, a lower percentage fee and/or lower hourly rates at any time during the Framework Period. In particular, where a given service is being offered to other purchasers at a lower price, the Contracting Authority may request adjustment of the Form of Tender to reflect this fact. The Contracting Authority may reject any aspect of a Supplementary Tender on the grounds that the Price offered is not acceptable.

7. Personnel

- 7.1 The personnel assigned by the Framework Operator to deliver any Contract under this Framework Agreement shall be those identified in its Tender or Supplementary Tender, or other personnel of equivalent qualifications, skills, professional expertise and experience expressly approved by the Contracting Authority.
- 7.2 The Framework Operator shall ensure that all staff, if applicable, are registered with (and, where required, have completed validation by) the appropriate professional regulatory body.
- 7.3 The Framework Operator shall ensure that all staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role, including those from time-to-time issued by any relevant regulatory body or any industry body.

- 7.4 The Framework Operator shall ensure that all staff have the appropriate qualifications, experience, skills and competencies to perform the duties required of them and are appropriately supervised, managerially and professionally.

8. Obligations, Warranties, Representations and Undertakings

- 8.1 The Framework Operator undertakes to inform the Contracting Authority of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Operator and the Contracting Authority or employees of the Contracting Authority or their relatives must be communicated to the Contracting Authority immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995.
- 8.2 The Framework Operator is required to maintain, as a minimum, the forms of insurance set out in Schedule 3. These forms and levels may be subject to revision during the lifetime of the Agreement, in which case the Contracting Authority shall notify the Framework Operator of the revised requirements and allow thirty (30) days for the provision of evidence that the required policies are in place. The levels of insurance required in respect of individual Contracts may vary, in which case the Contracting Authority shall notify the Framework Operator of the required levels of insurances in the relevant Request for Supplementary Tender or at the earliest opportunity.
- 8.3 The Framework Operator shall maintain in its possession a valid Tax Clearance Certificate issued by the Irish Revenue Commissioners throughout the Framework Period and for the duration of any Contract.
- 8.4 The Framework Operator shall retain a copy of its signed ESPD as submitted with its Tender in response to the Contracting Authorities' Invitation to Tender document. If at any point during the Framework Period or during the lifetime of a Contract the Operator becomes aware of circumstances that might affect the validity of any of the statements in its Declaration, it shall notify the Contracting Authority in writing of such circumstances at the earliest possible opportunity.
- 8.5 The Framework Operator shall not give, provide or offer to any staff or agent of the Contracting Authority a loan, fee, reward, gift, advantage, benefit or other payment during the Framework Period as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement or any Contract.
- 8.6 The Framework Operator shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof without the written permission of the Contracting Authority.
- 8.7 The Framework Operator undertakes to provide all services under this Framework Agreement in accordance with good industry practice and to comply with all applicable laws, including,

but not limited to, the Safety Health and Welfare at Work Act 2005, Data Protection Legislation, all employment legislation and all construction legislation. The Framework Operator will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all staff members retained for the purposes of performing obligations arising from this Agreement.

- 8.8 By entering into this Agreement, the Framework Operator warrants, represents and undertakes to the Contracting Authority that it has full power and authority to enter into this Agreement and all governmental or official approvals, consents, licences, accreditations and qualifications have been obtained and are in full effect.

9. Review Meetings

- 9.1 The Contracting Authority and the Framework Operator shall liaise on a regular basis to address any issues arising that may impact on the performance of this Framework Agreement and to agree milestones, compliance schedules and operational protocols as required from time-to-time.

10. Termination of Appointment

- 10.1 Without prejudice to any other rights or remedies to which it may be entitled, the Contracting Authority shall be entitled to terminate the appointment of the Framework Operator forthwith and without liability by giving notice at any time if:

10.1.1 The Framework Operator commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;

10.1.2 The Framework Operator fails to perform any obligation or responsibility under this Agreement or a Contract concluded under the Framework Agreement either at all or to a standard that the Contracting Authority, acting reasonably, considers satisfactory and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Contracting Authority requiring the Operator to do so;

10.1.3 The Framework Operator's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement, including its Schedules, or any agreed Service Level Agreement, or fails to meet any standard prescribed by law;

10.1.4 Any person employed by the Framework Operator or acting on its behalf offers or appears to offer a corrupt gift or inducement in the sense set out in Clause 8.5 above, whether with or without the knowledge of the Framework Operator;

10.1.5 The Framework Operator convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;

- 10.1.6 The Framework Operator ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;
- 10.1.7 The Framework Operator is unable to pay its debts within the meaning of Section 214 of the Companies Act, 1963 (as amended by Section 123 of the Companies Act, 1990) or any analogous provision of law;
- 10.1.8 An order is made or an effective resolution is passed for the winding up of the Framework Operator's company other than for the purpose of a restructuring the terms of which have been agreed by the Contracting Authority;
- 10.1.9 A petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Framework Operator's company;
- 10.1.10 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Framework Operator;
- 10.1.11 The Framework Operator has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this Framework Agreement or a Contract;
- 10.1.12 The Contracting Authority reasonably believes that any of the events mentioned above is about to occur in relation to the Framework Operator and notifies the Framework Operator accordingly;
- 10.1.13 Any representation made by the Framework Operator in connection with this Agreement or a Contract shall in the opinion of the Contracting Authority prove to be untrue or incorrect in a material respect as of the date when made;
- 10.1.14 Any event analogous to those contemplated in Clauses 10.1.5 through 10.1.11 inclusive occurs to the Operator within the laws of any other jurisdiction.

The Framework Operator shall have no claim for damages or otherwise against the Contracting Authority as a result of the termination of its appointment in accordance with this Clause.

11. General

- 11.1 The Framework Operator acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014. Accordingly, information furnished to the Contracting Authority by the Operator may be released pursuant to the Contracting Authority's statutory obligations. If the Operator considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity, the Operator must, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority accepts no

liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

- 11.2 This Agreement shall be governed by and construed in accordance with the laws of Ireland.
- 11.3 Should any part of this Framework Agreement be or subsequently be found to be invalid, unlawful or unenforceable, then such parts shall be severed from the Framework Agreement and the remainder of the Agreement shall continue in full force and effect.
- 11.4 Force Majeure
- 11.4.1 If through no fault of a party, its performance has been affected or delayed by force majeure, such party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.
- 11.4.2 If, however, force majeure causes a delay or failure in performance for a period longer than seven days, the Contracting Authority shall have the right to terminate this Agreement by seven days' notice in writing.
- 11.4.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to, acts of God or the public enemy, ex-procreation or confiscation of facilities, government intervention, war, hostilities, rebellion, terrorist activities, local or national emergency, sabotage or riots, floods, or unusually severe weather conditions which could not be reasonably anticipated, fires, explosions, or other catastrophe, national or district strikes or other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Framework Operator's workforce.
- 11.5 Nothing in this Agreement shall prevent the Contracting Authority from complying with its obligations under public procurement legislation. If necessary, this Framework Agreement and any Contract awarded under the Agreement may be abridged, modified, or amended without penalty to the Contracting Authority so as to enable the Contracting Authority to comply with said obligations.

12. Confidentiality and Data Protection

- 12.1 Under this Framework Agreement, 'Personal Data' shall have the meaning set out in the General Data Protection Regulation in respect of any such personal data processed by the Framework Operator on behalf of the Contracting Authority.
- 12.2 The Framework Operator shall process Personal Data only in accordance with the Contract and all relevant data protection law.

- 12.3 The Framework Operator shall ensure that all persons authorised by the Framework Operator to process Personal Data are subject to confidentiality obligations as provided under data protection law.
- 12.4 The Framework Operator must take appropriate technical and organisational security measures as are required to comply with data protection law.
- 12.5 The Framework Operator may engage sub-processors to perform processing on its behalf, provided it gives prior written notice and informs the Contracting Authority of any changes concerning the status of such sub-processors and affords the Contracting Authority reasonable opportunity to object to such changes.
- 12.6 The Framework Operator shall delete or return all Personal Data as directed by the Contracting Authority not later than when the Framework Operator completes its contractual duties relating to such data processing.
- 12.7 The Framework Operator shall make available to the Contracting Authority all information necessary to demonstrate compliance with Clause 12 of the Framework Agreement.
- 12.8 The Framework Operator shall make available to the Contracting Authority all information necessary to allow for, and assist with, audits, including inspections conducted by or on behalf of the Contracting Authority.
- 12.9 The Framework Operator shall inform the Contracting Authority immediately if, in its opinion, it receives an instruction which infringes data protection law.
- 12.10 The Framework Operator shall notify the Contracting Authority within 24 hours of becoming aware of any act or omission (including breach of security) leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted, stored or otherwise processed and shall provide co-operation and assistance to the Contracting Authority as is required to mitigate the effects of, and comply with, applicable reporting obligations in respect of, such act or omission.
- 12.11 No Personal Data shall be transferred outside the European Economic Area by the Framework Operator or any of its agents or sub-processors without the prior written consent of the Contracting Authority. The Framework Operator shall comply with data protection law in respect of Personal Data transfers outside the European Economic Area to which the Contracting Authority has consented.

13. Notices

- 13.1 The names and e-mail addresses of the parties for the purpose of the giving of notices under this Agreement are as follows:

For the Contracting Authority:

Greg O’Leary
Head of Procurement
Beaumont Hospital
gregoleary@beaumont.ie

For the Framework Operator:
[To be inserted prior to signature]

- 13.2 All notices to the Contracting Authority or the Framework Operator from the other party under this Agreement or the relevant Contract shall be in writing and sent to the appropriate address set out above.
- 13.3 All notices, documents and communications provided under this Agreement or the relevant Contract shall be in the English language.

IN WITNESS whereof the parties hereto have executed this Framework Agreement the day and year first herein WRITTEN

SIGNATURES

SIGNED for and on behalf of [To be inserted prior to signature] by:

Signed: _____

Date: _____

Witnessed by: _____

SIGNED for and on behalf of the Contracting Authority by:

Signed: _____

Date: _____

Witnessed by: _____

Schedules and Appendices

Schedule 1 – Specification of Requirements

Schedule 2 – Form of Tender

Schedule 3 – Forms and Levels of Insurance

SCHEDULE 1 – SPECIFICATION OF REQUIREMENTS

[To be inserted prior to signature]

SCHEDULE 2 – FORM OF TENDER / PRICING SCHEDULE

[To be inserted prior to signature]

SCHEDULE 3 – FORMS AND LEVELS OF INSURANCE

[To be inserted prior to signature]