

## **Request for Tenders**

### **Provision of Loss Assessment Consultancy Services to the Land Development Agency (LDA)**

**Open Procedure (OJEU)**

## Document Control

| Document Control Summary |                                           |
|--------------------------|-------------------------------------------|
| Procurement Reference    | Pro425                                    |
| Procedure                | Open Procedure (OJEU)                     |
| Procurement Type         | Services                                  |
| Contract Structure       | Multi-Party Framework                     |
| Number of Lots           | Not Applicable                            |
| Framework Type           | Ranked; Direct Award and Mini-Competition |
| Estimated Value          | €2,000,000.00                             |
| Contract Duration        | 36 Months                                 |
| Extension Options        | Up to 1 extension of up to 12 months each |
| Timetable                | As set out on eTenders                    |
| Version                  | Final                                     |

# Contents

## Contents

|                                                 |    |
|-------------------------------------------------|----|
| Document Control .....                          | 2  |
| Contents .....                                  | 3  |
| Definition of Terms .....                       | 7  |
| Part 1 – Introduction .....                     | 9  |
| 1.1 Purpose of this RFT .....                   | 9  |
| 1.2 About the Land Development Agency .....     | 9  |
| 1.3 Procurement Procedure .....                 | 9  |
| 1.4 Documents Comprising this Competition ..... | 9  |
| 1.5 Small and Medium Enterprises .....          | 10 |
| Part 2 – Procurement Overview .....             | 11 |
| 2.1 Background .....                            | 11 |
| 2.2 Procurement Objectives .....                | 11 |
| 2.3 Scope Summary .....                         | 11 |
| 2.4 Contract Structure .....                    | 11 |
| Multi-Party Framework (Single Lot) .....        | 11 |
| 2.5 Lots .....                                  | 11 |
| 2.6 Framework Award Structure .....             | 12 |
| 2.6.1 Direct Award .....                        | 12 |
| 2.6.2 Hybrid Model .....                        | 12 |
| 2.7 Contract Duration .....                     | 12 |
| 2.8 Estimated Value .....                       | 12 |
| Part 3 – Scope of the Services .....            | 13 |
| 3.1 Background .....                            | 13 |
| 3.2 Objectives .....                            | 13 |
| 3.3 Scope .....                                 | 13 |
| 3.4 Deliverables .....                          | 15 |
| 3.5 Locations .....                             | 16 |
| 3.6 Mobilisation .....                          | 16 |
| 3.7 Implementation .....                        | 16 |
| 3.8 Reporting Requirements .....                | 16 |
| 3.9 Key Performance Indicators .....            | 17 |
| 3.10 Sustainability .....                       | 17 |
| 3.11 Not Used .....                             | 17 |
| 3.12 Innovation .....                           | 17 |

|                                                        |    |
|--------------------------------------------------------|----|
| 3.13 Health and Safety .....                           | 17 |
| 3.14 ICT Requirements .....                            | 18 |
| 3.15 Data Protection Requirements.....                 | 18 |
| Part 4 – Tender Process .....                          | 19 |
| 4.1 eTenders .....                                     | 19 |
| 4.2 Tender Queries .....                               | 19 |
| 4.3 Clarifications.....                                | 19 |
| 4.4 Site Visits .....                                  | 19 |
| 4.5 Presentations, Interviews and Demonstrations ..... | 19 |
| 4.6 Amendments and Deadline Extensions .....           | 20 |
| 4.7 Tender Validity .....                              | 20 |
| 4.8 Communications.....                                | 20 |
| 4.9 Indicative Timetable.....                          | 20 |
| Part 5 – Submission Requirements.....                  | 21 |
| 5.1 Tender Return Documents .....                      | 21 |
| 5.2 Submission of Tenders .....                        | 21 |
| 5.3 European Single Procurement Document (ESPD).....   | 22 |
| 5.4 Pricing Schedule .....                             | 23 |
| 5.5 Insurance .....                                    | 23 |
| 5.6 Tax Clearance .....                                | 23 |
| 5.7 Conflicts of Interest Declaration .....            | 23 |
| 5.8 Consortium Details .....                           | 23 |
| 5.9 Reliance on Other Entities .....                   | 24 |
| 5.10 Commercially Sensitive Information.....           | 24 |
| 5.11 Formatting Requirements and Language.....         | 25 |
| 5.12 File Naming Convention .....                      | 25 |
| 5.13 Word Count and Page Limits.....                   | 25 |
| 5.14 Variant Tenders.....                              | 25 |
| Part 6 – Selection Criteria .....                      | 26 |
| 6.1 General .....                                      | 26 |
| 6.2 Exclusion Grounds .....                            | 27 |
| 6.3 Tax Compliance .....                               | 27 |
| 6.4 Insurance .....                                    | 27 |
| 6.5 Economic and Financial Standing.....               | 27 |
| 6.6 Suitability to Pursue Professional Activity .....  | 28 |
| 6.7 Technical and Professional Ability .....           | 28 |
| Minimum Standards .....                                | 30 |

|                                                               |    |
|---------------------------------------------------------------|----|
| Part 7 – Award Criteria.....                                  | 32 |
| 7.1 Award Criteria and Weightings .....                       | 32 |
| 7.2 Evaluation Methodology .....                              | 32 |
| 7.3 Quality Scoring Matrix .....                              | 32 |
| 7.4 Cost Evaluation .....                                     | 33 |
| 7.5 Consensus Evaluation .....                                | 33 |
| 7.6 Tie-Break Criteria .....                                  | 33 |
| Part 8 – Framework Award Methodology .....                    | 34 |
| 8.1 Number of Framework Members .....                         | 34 |
| 8.2 Ranking Methodology .....                                 | 34 |
| 8.3 Call-Off Methods .....                                    | 34 |
| 8.4 Reserve Suppliers .....                                   | 34 |
| 8.5 Tie-Break Methodology .....                               | 34 |
| 8.6 Mini-Competition Process.....                             | 34 |
| 8.7 Direct Award Process .....                                | 36 |
| 8.8 Call-Off Arrangements .....                               | 37 |
| Part 9 – Pricing Schedule.....                                | 38 |
| 9.1 General Pricing Instructions.....                         | 38 |
| 9.2 Framework Rates .....                                     | 38 |
| 9.3 Expenses and Third-Party Specialist Services.....         | 38 |
| 9.4 Price Adjustment Mechanism .....                          | 39 |
| Part 10 – General Conditions .....                            | 40 |
| 10.1 Important Notice and Disclaimer .....                    | 40 |
| 10.2 The LDA's Rights.....                                    | 40 |
| 10.3 TUPE.....                                                | 41 |
| 10.4 Tendering Costs .....                                    | 41 |
| 10.5 Confidential Information.....                            | 42 |
| 10.6 Environmental, Social and Labour Law.....                | 42 |
| 10.7 Publicity .....                                          | 42 |
| 10.8 Registrable Interests.....                               | 42 |
| 10.9 Anti-Competitive Conduct, Canvassing and Collusion ..... | 43 |
| 10.10 Freedom of Information .....                            | 43 |
| 10.11 Data Protection.....                                    | 43 |
| 10.12 Tax Clearance .....                                     | 44 |
| 10.13 Conflicts of Interest.....                              | 44 |
| 10.14 Withdrawal from this Competition .....                  | 44 |
| 10.15 Insurance.....                                          | 44 |

|                                                                                |                                     |
|--------------------------------------------------------------------------------|-------------------------------------|
| 10.16 Amendments and Addenda to RFT Documents .....                            | 45                                  |
| 10.17 Governing Law and Jurisdiction .....                                     | 45                                  |
| Appendix A – Specification .....                                               | 46                                  |
| A.1 Overview .....                                                             | 46                                  |
| A.2 LDA Property and Project Environment .....                                 | 46                                  |
| A.3 Nature of Requirements .....                                               | 46                                  |
| A.4 Indicative Claims Profile .....                                            | 47                                  |
| A.5 Instruction and Claims Management .....                                    | 47                                  |
| A.6 Emergency Response .....                                                   | 47                                  |
| A.7 Technical and Specialist Services .....                                    | 48                                  |
| A.8 Reinstatement and Recovery .....                                           | 48                                  |
| A.9 Reporting and Records .....                                                | 48                                  |
| A. 10 Key Personnel and Qualifications .....                                   | 49                                  |
| A.11 Geographical Coverage and Site Attendance .....                           | 49                                  |
| A.12 LDA and Framework Member Responsibilities .....                           | 49                                  |
| A.13 Information Security and Confidentiality .....                            | 49                                  |
| A.14 Performance Management .....                                              | 50                                  |
| Appendix B – Pricing Schedule .....                                            | 51                                  |
| Appendix C – Award Criteria .....                                              | 52                                  |
| Criterion 1 – Approach & Methodology .....                                     | 52                                  |
| Criterion 2 – Understanding of the LDA Environment & Service Requirements      | <b>Error! Bookmark not defined.</b> |
| Criterion 3 – Proposed Team – Quality & Relevance of Technical Resources ..... | 54                                  |
| Criterion 4 – Cost .....                                                       | 54                                  |
| Appendix D – Tender Response Forms .....                                       | 55                                  |
| Appendix E – Declarations .....                                                | 56                                  |
| Appendix F – Draft Contract .....                                              | 61                                  |
| Appendix G – Key Performance Indicators .....                                  | 62                                  |

## Definition of Terms

In this RFT, the following terms have the meanings given below:

**“Call-Off Contract”** means a contract for the provision of Services awarded under the Framework in accordance with Part 8 of this RFT and the terms of the Framework.

**“Competition”** means this public procurement competition conducted under the Regulations, as described in this RFT.

**“Consortium”** means a group of economic operators that submits, or proposes to submit, a joint Tender in response to this RFT, whether or not that group has a formal legal structure.

**“Contract”** means the contract (or, where a Framework is being established, each framework agreement and any contract awarded under it) to be entered into between the LDA and the successful Tenderer(s) substantially in the form provided at Appendix F.

**“Contracting Authority”** means the Land Development Agency, being the contracting authority for the purposes of this Competition.

**“Directive”** means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC.

**“eTenders”** means the Irish Government electronic tendering platform available at [www.etenders.gov.ie](http://www.etenders.gov.ie).

**“ESPD”** means the European Single Procurement Document, being the self-declaration required to be completed by Tenderers in accordance with Regulation 59 of the Regulations, completed electronically via eTenders (where it may be referred to as the “eESPD”).

**“Framework”** means, where indicated on the cover page of this RFT, the multi-party framework agreement to be established pursuant to this Competition.

**“Framework Member”** means an economic operator appointed to the Framework following the conclusion of this Competition.

**“Goods”** means the goods (if any) described in Appendix A (Specification) to this RFT.

**“LDA”** means the Land Development Agency, established under the Land Development Agency Act 2021 (as amended).

**“Lead Member”** means the entity nominated pursuant to Section 5.8 to act as the single point of contact for a Consortium and, if the Consortium is successful, to execute and carry overall responsibility for the Contract.

**“MEAT”** means the most economically advantageous tender, identified in accordance with the award criteria set out in Part 7 and Appendix C of this RFT.

**“Mini-Competition”** means a competition among Framework Members conducted in accordance with Part 8 of this RFT for the award of a Call-Off Contract under the Framework.

**“Regulations”** means the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument No. 284 of 2016), as amended.

**“RFT”** means this Request for Tenders, including its appendices, schedules and all supporting and supplemental information, and any addenda issued via eTenders.

**“Services”** means the services (if any) described in Appendix A (Specification) to this RFT.

**“Sub-Contractor”** means any entity engaged or proposed to be engaged by a Tenderer to perform any part of the Contract.

**“Tender”** means a tender submitted by a Tenderer in response to this RFT.

**“Tenderer”** means an economic operator that submits a Tender in response to this RFT and, where the context so requires, includes each member of a Consortium and the Lead Member.

**“Tender Query Deadline”** means the deadline for the submission of queries in respect of this RFT specified on eTenders.

**“Tender Submission Deadline”** means the deadline for receipt of Tenders specified on eTenders, as may be extended by the LDA in accordance with Section 4.6.

**“Working Day”** means a day (other than a Saturday, Sunday or public holiday) on which banks are generally open for business in Ireland.

**“Works”** means the works (if any) described in Appendix A (Specification) to this RFT.

## Part 1 – Introduction

### 1.1 Purpose of this RFT

1.1.1 The Land Development Agency (“LDA”). The Services are procured for the benefit of the LDA and of each subsidiary of the LDA (within the meaning of the Companies Act 2014) that owns, holds, develops or operates any Site (each an “**LDA Subsidiary**”). The LDA invites tenders (“Tenders”) in response to this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for Loss Assessment Consultancy Services (the “Services”), as more particularly described in Part 3 and Appendix A (Specification) of this RFT.

1.1.2 The purpose of this RFT is to appoint Loss Assessor(s) who shall provide independent professional services to support the Land Development Agency in the management, investigation, quantification, negotiation and settlement of property damage and related insurance claims arising across the Agency’s property assets, construction projects and operational activities.

### 1.2 About the Land Development Agency

1.2.1 The LDA is the State’s affordable housing delivery body, established under the Land Development Agency Act 2021 (as amended). It delivers affordable homes on State-owned or acquired land and through homebuilder partnerships as part of its Project Tosaigh initiative. The LDA’s purpose is to maximise the supply of affordable homes on State and other land in a financially sustainable manner, supporting the creation of thriving communities and delivering ongoing positive social impact. The Agency is guided by the values of Integrity, Collaboration, Sustainability, Innovation & Delivery.

1.2.2 The LDA is the Contracting Authority for the purposes of this Competition. Further information on the LDA can be found at [www.lda.ie](http://www.lda.ie).

1.2.3 The LDA reserves the right to update or alter any information contained in this RFT at any time.

### 1.3 Procurement Procedure

1.3.1 This Competition is being conducted under the open procedure in accordance with Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument No. 284 of 2016) (the “Regulations”).

1.3.2 A Contract Notice in respect of this Competition was dispatched for publication in the Official Journal of the European and has been published on eTenders under reference Pro425.

1.3.3 The Contract, if awarded, shall be awarded to the Tenderer(s) identified as having submitted the most economically advantageous tender(s), determined using the award criteria specified in Part 7 and Appendix C (Award Criteria) of this RFT. The successful Tenderer(s) shall be appointed subject to the pre-conditions detailed in this RFT.

1.3.4 Any Services provided under the Contract awarded to the successful Tenderer(s) shall be governed by the Contract provided as part of this RFT at Appendix F.

### 1.4 Documents Comprising this Competition

1.4.1 This RFT comprises this document together with the following appendices and any addenda issued via eTenders:

- (a) Appendix A – Specification;

- (b) Appendix B – Pricing Schedule;
- (c) Appendix C – Award Criteria;
- (d) Appendix D – Tender Response Forms;
- (e) Appendix E – Declarations;
- (f) Appendix F – Draft Contract;
- (g) Appendix G – Key Performance Indicators

1.4.2 Where there is any inconsistency between this RFT and the Contract Notice, the Contract Notice prevails, followed by this RFT, followed by its appendices.

## **1.5 Small and Medium Enterprises**

1.5.1 The LDA seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SMEs”) in this Competition. SMEs that believe the scope of this Competition is beyond the scope of their technical or business capacity are encouraged, subject to Section 5.8, to explore the possibilities of forming relationships with other SMEs or larger enterprises to participate in this Competition. Larger enterprises are also encouraged, subject to Section 5.8, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Contract that may result from this Competition.

## **Part 2 – Procurement Overview**

### **2.1 Background**

2.1.1 The LDA is seeking tenders for the establishment of a multi-party framework agreement for the provision of Loss Assessment Consultancy Services on an as-required basis for a maximum period of four (4) years, including any extension. The purpose of the Framework is to provide independent professional services to support the LDA in the management, investigation, quantification, negotiation and settlement of property damage and related insurance claims that may arise across the LDA's property assets, construction projects and operational activities.

### **2.2 Procurement Objectives**

2.2.1 The objective of this framework is to maximise recovery, minimise business disruption and ensure timely, accurate and compliant resolution of losses to the LDA.

### **2.3 Scope Summary**

2.3.1 Core Services under the framework shall include:

- Loss Assessment
- Insurance Claims Management
- Quantification of Loss
- Construction and Development Related Claims
- Technical and Specialist Support
- Specialist Investigations
- Emergency Response Support
- Re-instatement and Recovery Support
- Reporting

A detailed description of the Services is set out in Part 3 and Appendix A (Specification) of this RFT.

### **2.4 Contract Structure**

#### **Multi-Party Framework (Single Lot)**

2.4.1 The LDA intends to establish a single-lot, multi-party Framework for the provision of the Services on an as-required basis.

2.4.2 The LDA intends to appoint up to four (4) Framework Members, subject to receipt of a sufficient number of suitable and compliant Tenders, which will be established by order of merit via the award criteria set out in Part 7 and Appendix C.

### **2.5 Lots**

Not Used.

## **2.6 Framework Award Structure**

### **2.6.1 Direct Award**

Contracts may be awarded to framework members on a need's basis determined by the LDA for the duration of the framework. Contracts under a direct award shall be limited to €200,000.

### **2.6.2 Hybrid Model**

Where a contract is valued at above the threshold described above, the LDA will issue a supplementary request for tender by way of a mini competition. Tenders submitted by way of a mini competition shall be evaluated using the Most Economically Advantageous Tender (MEAT methodology).

## **2.7 Contract Duration**

2.7.1 The Contract, if awarded, shall remain in place for a term of thirty-six 36 Months from the Effective Date of the Contract (the "Term").

2.7.2 The LDA reserves the right to extend the Term for a period of up to twelve (12) Months with a maximum of one (1) such extension(s) on the same terms and conditions, subject to the LDA's obligations at law.

## **2.8 Estimated Value**

2.8.1 The LDA estimates that the expenditure on the Services to be covered by the Contract may equal €2,000,000 (excl. VAT) over the Term and any possible extensions (the "Estimated Value"). Tenderers must note that this figure is an estimate only, based on current and future expected usage, and does not represent any form of commitment or guarantee of value or volume. The LDA reserves the right to modify the Contract as permitted by Regulation 72 of the Regulations.

2.8.2 The LDA notifies Tenderers that it reserves the right to rely upon Regulation 32(9) of the Regulations to negotiate with the successful Tenderer(s) if it requires the repetition of services similar to those initially required by this RFT.

## Part 3 – Scope of the Services

### 3.1 Background

The LDA is the State's affordable housing delivery body, established under the Land Development Agency Act 2021 (as amended). It delivers affordable homes on State-owned or acquired land and through homebuilder partnerships as part of its Project Tosaigh initiative. The Land Development Agency's purpose is to maximise the supply of affordable homes on State and other land in a financially sustainable manner, supporting the creation of thriving communities and delivering ongoing positive social impact. The Agency is guided by the values of Integrity, Collaboration, Sustainability, Innovation & Delivery.

The LDA requires access to independent loss assessment expertise to support the management of property damage and related insurance claims arising across its property assets, construction projects and operational activities.

The Services will be required on an as-needed basis over the duration of the Framework. The nature, scale, complexity and value of individual claims may vary considerably depending on the circumstances giving rise to the relevant loss.

### 3.2 Objectives

The objective of the Framework is to provide the LDA with timely access to independent and appropriately qualified loss assessment expertise in order to maximise recovery, minimise business disruption and support the timely, accurate and compliant resolution of losses and related insurance claims.

### 3.3 Scope

The Services to be provided under the Framework may include, but are not limited to, the services set out below. The precise scope and requirements applicable to each instruction or Call-Off Contract will be determined by the nature and circumstances of the relevant loss or claim and will be communicated by the LDA to the relevant Framework Member(s).

#### **Core Services**

##### **Loss Assessment**

The Loss Assessor shall:

- Attend sites following incidents resulting in loss or damage.
- Undertake detailed inspections and investigations.
- Assess the cause, extent and financial impact of losses.
- Identify insured and uninsured elements of each claim.
- Establish the scope of reinstatement works.
- Prepare preliminary and final loss reports.
- Advise on claim strategy and recovery potential.

##### **Insurance Claims Management**

The Loss Assessor shall:

- Manage claims from notification through to settlement and litigation if required.
- Liaise with The LDA Insurance Team, insurers, brokers, loss adjusters and other stakeholders.
- Prepare and submit claim documentation.
- Negotiate claim settlements on behalf of The LDA.
- Challenge liability, coverage or valuation issues where appropriate.
- Monitor claims progress and provide regular status reports.
- Provide nationwide coverage throughout Ireland.
- Be available to The LDA Insurance Team 24 hours a day, 7 days a week.

### Quantification of Loss

Services may include:

- Building reinstatement cost assessments.
- Valuation of damaged property and assets.
- Measurement and pricing of repair works.
- Assessment of professional fees recoverable under insurance policies.
- Quantification of consequential and indirect losses.
- Assessment of alternative accommodation and temporary works costs.
- Preparation of detailed schedules of loss.

### Construction and Development Related Claims

The Loss Assessor shall provide specialist advice relating to:

- Owner and Contractor Controlled project claims.
- Non-negligence claims.
- Latent defect related damage.
- Public liability and employer liability matters.
- Professional Indemnity claims.
- Design and construction defects resulting in insured events.
- Infrastructure and utilities damage.
- Construction delay and disruption claims where covered by policy.

## **Technical and Specialist Support**

### Specialist Investigations

Where required the Loss Assessor shall coordinate or procure specialist services including:

- Structural engineering investigations.
- Fire investigations.
- Flood and water ingress assessments.
- Building surveying services.
- Quantity surveying services.
- Mechanical and electrical engineering assessments.
- Environmental and contamination investigations.
- Any other specialist service where appropriate.

## Emergency Response Support

Services may include:

- Attendance following major incidents.
- Advice regarding mitigation measures.
- Protection of evidence.
- Recording and documentation of damage.
- Coordination with emergency contractors.
- Liaise with emergency services.

## **Reinstatement and Recovery Support**

The Loss Assessor shall:

- Review proposed reinstatement works.
- Verify repair costs and contractor quotations.
- Monitor reinstatement progress where required.
- Confirm compliance with policy requirements.
- Assist in securing interim payments.
- Support final account agreement and claim closure.

## **Key Qualifications and Credentials**

- Chartered Institute of Loss Adjustors (CILA)
- Chartered Insurance Institute (ACII)
- 10 + years' experience of Loss Adjusting/Assessing.
- Experience of settling large complex losses in excess of €50,000,000.

## **3.4 Deliverables**

Depending on the nature and requirements of each instruction or Call-Off Contract, deliverables may include, but are not limited to:

- initial assessment and loss reports;
- detailed schedules and quantification of loss;
- supporting claim documentation and submissions;
- technical and specialist reports, where required;
- recommendations regarding mitigation, reinstatement and recovery;
- regular claim progress and status reports;
- advice and support in relation to negotiations with insurers, loss adjusters and other relevant stakeholders;
- records of agreed settlements, interim payments and other claim outcomes;
- final loss and claim closure reports; and
- such other deliverables as may reasonably be required by the LDA in connection with the relevant loss or claim.

The specific deliverables and associated timescales applicable to each instruction or Call-Off Contract will be confirmed by the LDA having regard to the nature, urgency and complexity of the requirement.

### 3.5 Locations

The Services may be required at LDA property assets, construction projects and other relevant locations throughout Ireland. Framework Members must therefore be capable of providing nationwide coverage for the duration of the Framework.

Framework Members may also be required to attend meetings at the LDA's offices at George's Court, 54-62 Townsend Street, Dublin 2, D02 R156, or remotely, as required by the LDA.

### 3.6 Mobilisation

Following establishment of the Framework, each Framework Member shall be required to provide the LDA with appropriate contact details and escalation arrangements for the provision of the Services, including a designated point of contact for urgent and emergency requirements.

Framework Members must maintain the capability to respond to urgent incidents on a twenty-four (24) hour per day, seven (7) day per week basis for the duration of the Framework.

Where emergency site attendance is required, the Framework Member shall be capable of commencing its response and attending the relevant location within the response times agreed with the LDA.

### 3.7 Implementation

Not Used

### 3.8 Reporting Requirements

The Loss Assessor shall provide:

#### Initial Report

Within an agreed timeframe following instruction, setting out:

- Description of incident.
- Preliminary cause assessment.
- Immediate actions required.
- Indicative claim value.
- Key risks and issues.

#### Progress Reports

The Loss Assessor shall provide progress reports at such frequency as may be agreed with the LDA, including, as appropriate:

- Current claim status.
- Actions completed.
- Outstanding issues.
- Recovery forecasts.
- Settlement strategy.

#### Final Report

Upon conclusion of the relevant instruction or claim, the Loss Assessor shall provide a final report, as appropriate, including:

- Final loss valuation.
- Settlement achieved.
- Lessons learned.
- Recommendations for future risk reduction where appropriate.

### **3.9 Key Performance Indicators**

Framework Member performance will be monitored by the LDA throughout the duration of the Framework and individual Call-Off Contracts. Performance may be assessed against Key Performance Indicators (“KPIs”) relating to:

- responsiveness and availability;
- compliance with agreed emergency response and attendance times;
- timeliness and quality of reports and other deliverables;
- progress and management of claims;
- communication and stakeholder management;
- accuracy of loss assessments and supporting documentation; and
- overall quality and effectiveness of the Services.

The applicable KPIs and service levels are further set out at Appendix G and may be supplemented, where appropriate, by specific requirements applicable to an individual Call-Off Contract.

### **3.10 Sustainability**

In delivering the Services, Framework Members shall seek to minimise unnecessary travel and resource consumption, including through the appropriate use of remote meetings and electronic documentation, where this does not adversely affect the effective delivery of the Services.

### **3.11 Not Used**

Not Used.

### **3.12 Innovation**

Framework Members shall, where appropriate, identify opportunities to improve the efficiency, quality and effectiveness of the Services throughout the duration of the Framework, including through improved claims management practices, reporting, use of technology and other relevant developments in the market.

### **3.13 Health and Safety**

Framework Members shall comply with all applicable health and safety legislation and requirements in the performance of the Services, including any site-specific health and safety requirements notified by the LDA or other relevant parties.

Framework Members shall ensure that personnel attending LDA properties, construction sites or other locations are appropriately trained, competent and equipped having regard to the nature of the relevant site and Services being performed.

### **3.14 ICT Requirements**

Framework Members shall be capable of communicating and exchanging documentation electronically with the LDA using commonly available business file formats and secure electronic communication methods. Framework Members shall comply with any reasonable information security and ICT requirements notified by the LDA in connection with the performance of the Services.

### **3.15 Data Protection Requirements**

Framework Members shall comply with all applicable data protection legislation in the performance of the Services, including the General Data Protection Regulation ("GDPR") and the Data Protection Act 2018.

Framework Members shall ensure that all personal data accessed, received, generated or otherwise processed in connection with the Services is handled securely and only for the purposes of delivering the relevant Services.

The respective data protection obligations of the parties shall be governed by the Contract and any additional data processing arrangements required by the LDA in connection with a particular Call-Off Contract.

## **Part 4 – Tender Process**

### **4.1 eTenders**

4.1.1 The LDA is utilising an electronic tendering system to manage this tender competition and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the LDA, including the submission of Tenders, will be conducted solely via the eTenders website at [www.etenders.gov.ie](http://www.etenders.gov.ie).

4.1.2 Tenderers should ensure that they register their interest in this Competition by clicking on the “Accept” button on [www.etenders.gov.ie](http://www.etenders.gov.ie) in order to receive all responses to queries and other updates in relation to this Competition.

4.1.3 The timetable for this Competition, including the deadlines for receipt of queries and Tenders, is published on eTenders and takes precedence. Tenderers are responsible for monitoring eTenders for all dates and updates.

### **4.2 Tender Queries**

4.2.1 Any queries (including any perceived ambiguity, discrepancy, error or omission) Tenderers may have in relation to this RFT must be directed to the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). For the avoidance of doubt, Tenderers may not contact the LDA via any method other than eTenders regarding any aspect of this Competition.

4.2.2 Queries will be accepted no later than the Tender Query Deadline specified on eTenders.

4.2.3 All responses to queries will be issued by the LDA via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Where appropriate, queries may be amalgamated. Tenderers should note that the LDA will not respond to individual Tenderers privately. The LDA does not commit to responding to any query received after the Tender Query Deadline.

### **4.3 Clarifications**

4.3.1 The LDA reserves the right to issue or seek written clarifications at any stage of this Competition.

4.3.2 To assist in the examination and assessment of Tenders, the LDA may ask Tenderers to clarify their Tenders in writing. The LDA reserves the right to exercise its powers in accordance with Regulation 56(4) of the Regulations and its rights under Section 5.2 of this RFT.

### **4.4 Site Visits**

4.4.1 Not Used.

### **4.5 Presentations, Interviews and Demonstrations**

4.5.1 Following receipt of Tenders, the LDA may arrange interviews, presentations and/or demonstrations with one or more Tenderers at a location to be advised by the LDA or remotely, in order to clarify or demonstrate the credibility of its Tender. Tenderers should draw no conclusion from this, as some Tenders may require clarification and others may not. No new information may be submitted during an interview, presentation or demonstration and no marks will be awarded as a consequence of an interview, presentation or demonstration, but marks may be deducted based on information provided during an interview, presentation or demonstration if it contradicts a response to the Award Criteria.

## 4.6 Amendments and Deadline Extensions

4.6.1 The LDA reserves the right at any time before the Tender Submission Deadline to update or amend the information contained in this RFT and/or to extend the Tender Submission Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website, in accordance with the notification process described in Section 10.16.

## 4.7 Tender Validity

4.7.1 Tenders must remain valid and capable of acceptance for a period of 180 days commencing from the Tender Submission Deadline (the “Tender Validity Period”). Tenderers must confirm that all prices quoted in the Tender will remain valid for the Tender Validity Period.

## 4.8 Communications

4.8.1 Once Tenderers have submitted their Tenders, they will be deemed to have fully read and understood this RFT (including the Contract) and to have raised any relevant queries and received all necessary clarifications prior to submitting their Tenders.

4.8.2 Tenderers must treat all communications with the LDA as confidential.

## 4.9 Indicative Timetable

4.9.1 The indicative timetable for this Competition is set out below. All dates other than the Tender Query Deadline and the Tender Submission Deadline are indicative only and may be altered by the LDA at its discretion. In the event of any conflict between this table and the dates published on eTenders, the dates published on eTenders shall prevail.

| Milestone                                                     | Indicative Date |
|---------------------------------------------------------------|-----------------|
| Publication of Contract Notice / RFT                          | As per eTenders |
| Tender Query Deadline                                         | As per eTenders |
| Tender Submission Deadline                                    | As per eTenders |
| Evaluation of Tenders                                         | To be confirmed |
| Notification of outcome and commencement of Standstill Period | To be confirmed |
| Award of Contract [/ establishment of Framework]              | To be confirmed |
| Contract commencement                                         | To be confirmed |

## Part 5 – Submission Requirements

### 5.1 Tender Return Documents

5.1.1 Tenderers are required to submit all of the documents listed in the checklist below with their Tender, in the format specified, and:

- (a) to complete and submit with their Tender the electronic version of the European Single Procurement Document (“ESPD”) in accordance with Section 5.3;
- (b) to submit all documentation which this RFT requires to be submitted with their Tender, including the mandatory Tender Response Forms at Appendix D and the mandatory Pricing Schedule at Appendix B;
- (c) to follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) to conform to and comply with all instructions and requirements set out in this RFT;
- (e) to submit the signed declarations required at Appendix E; and
- (f) not to alter or edit this RFT in any way.

| Ref | Document                                                                                                       | Where Provided                     | Mandatory             |
|-----|----------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------|
| 1   | Completed ESPD (Tenderer and, where applicable, each Consortium member, relied-upon entity and Sub-Contractor) | eTenders – “Manage ESPD Responses” | Yes                   |
| 2   | Completed Tender Response Forms                                                                                | Appendix D                         | Yes                   |
| 3   | Completed Pricing Schedule                                                                                     | Appendix B                         | Yes                   |
| 4   | Signed Tenderer’s Statement                                                                                    | Appendix E                         | Yes                   |
| 5   | Conflicts of interest declaration                                                                              | Appendix E                         | Yes                   |
| 6   | Consortium details (if applicable)                                                                             | Appendix D                         | [Yes / If applicable] |
| 7   | Reliance on other entities – details and commitments (if applicable)                                           | Appendix D                         | [Yes / If applicable] |

### 5.2 Submission of Tenders

5.2.1 Tenders must be submitted via the electronic tenderbox available on [www.etenders.gov.ie](http://www.etenders.gov.ie). Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, or hand delivery) may not be accepted.

5.2.2 Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Submission Deadline specified on eTenders. Tenderers should take into account the fact that upload speeds vary.

5.2.3 Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation combined in the Tender submitted.

5.2.4 In order to submit a Tender, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their Tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Submission Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Submission Deadline.

5.2.5 Tenders must be received by the Tender Submission Deadline. Tenders that are received late may not be considered in this Competition, subject to the provisions of Section 5.2.7 of this RFT.

5.2.6 Tenderers should ensure they retain a full copy of their Tender.

5.2.7 If a Tenderer fails to comply in any respect with the requirements of this RFT, the LDA reserves the right to reject the Tenderer’s Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to: (a) seeking written clarification from the Tenderer; (b) seeking further information from the Tenderer; or (c) waiving a requirement which, in the LDA’s view, is non-material or procedural.

5.2.8 Without prejudice to the generality of Sections 5.1.1 and 5.2.7 above, failure to comply with Sections 5.2 or 5.13 may render the Tender non-compliant and it will be rejected.

5.2.9 The LDA reserves the right, in its sole and absolute discretion, to take any such steps as it considers necessary, desirable or appropriate to maintain healthy competition throughout the Competition.

5.2.10 Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer’s Statement, as set out in Appendix E. The LDA must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the LDA cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers must not amend the Tenderer’s Statement in a manner that is not otherwise explicitly permitted by the Tenderer’s Statement.

### **5.3 European Single Procurement Document (ESPD)**

5.3.1 Tenderers are required to complete the electronic European Single Procurement Document (ESPD) Request provided on the competition page on [www.etenders.gov.ie](http://www.etenders.gov.ie) (via “Manage ESPD Responses”). Tenderers may submit an ESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct; and (ii) that they satisfy the selection criteria for this Competition as set out in Part 6.

5.3.2 The LDA reserves the right to seek, at any time, evidence substantiating the matters set out in the ESPD for the purposes of verification of the status of the Tenderer. Failure to provide appropriate evidence within the required timeframe specified will result in the Tenderer being eliminated from the Competition.

5.3.3 Where a Tenderer is a Consortium, each Consortium member must complete Part III of the ESPD separately. Where a Tenderer is relying on the capacity of other entities or Sub-Contractors for the purposes of fulfilling any of the Selection Criteria, it must complete and submit a separate ESPD in respect of each such entity and, when requested by the LDA, submit proof, to the satisfaction of the LDA, that each such entity will place the necessary resources at the disposal of the Tenderer.

5.3.4 Where a Tenderer intends to subcontract any share of the Contract to a Sub-Contractor but is not relying on the capacity of such Sub-Contractor for the purposes of fulfilling any of the Selection Criteria, it must submit a separate ESPD in respect of such Sub-Contractor completing those sections of the ESPD which are specified in Section 2.D of the ESPD for this Competition.

## **5.4 Pricing Schedule**

5.4.1 All Tenderers must complete the Pricing Schedule at Appendix B to this RFT, in the form set out in Part 9.

5.4.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

5.4.3 Where a Tender (or any tendered amount, including any rate specified in the Pricing Schedule) appears to the LDA to be abnormally low, the LDA shall, in accordance with Regulation 69 of the Regulations, require the Tenderer to explain the price or costs proposed in the Tender. The LDA may reject the Tender only where the evidence supplied does not satisfactorily account for the low level of price or costs proposed, and any Tender so rejected will not form part of the evaluation process. Separately, the LDA reserves the right to seek clarification of, and to treat as non-compliant in accordance with Section 5.2.7, any tendered amount that is abnormally high or manifestly unbalanced.

5.4.4 Any currency variations occurring over the term of the Contract shall be borne by the Tenderer. Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the terms of the Contract.

## **5.5 Insurance**

5.5.1 The successful Tenderer shall be required to hold, for the term of the Contract, the insurances set out in Section 10.15 of this RFT.

## **5.6 Tax Clearance**

5.6.1 The tax clearance requirements applicable to this Competition are set out in Sections 6.3 and 10.12 of this RFT.

## **5.7 Conflicts of Interest Declaration**

5.7.1 Tenderers are required to declare that the preparation of their Tender was carried out independently and to disclose any conflict of interest or potential conflict of interest in accordance with Section 10.13, using the form of declaration at Appendix E.

## **5.8 Consortium Details**

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

5.8.2 If forming a consortium, a lead must be identified in the Tender (the “Lead Member”) who will be responsible for all communications and co-ordination of the Services.

5.8.3 Tenderers must clearly identify in their Tender which consortium member is performing which element of the Services and explain the consortium member's capability and experience as the context of the specific criterion requires.

5.8.4 Prior to and as a condition of award of any Contract, the successful Tenderer shall be required to confirm the Lead Member, being the single entity who will carry overall responsibility for the Contract, irrespective of whether or not tasks are to be performed by a Sub-Contractor or other consortium member.

5.8.5 A consortium will not be required to convert into a specific legal form in order to submit a Tender. The LDA reserves the right, amongst other solutions, to require that the Contract be entered into with each member of the consortium on the basis of joint and several liability or to contract with the Lead Member, to whom the other consortium members will be sub-contractors.

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

## **5.9 Reliance on Other Entities**

5.9.1 If a Tenderer is relying on the resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company's resources), for the purpose of fulfilling any of the Selection Criteria detailed in Part 6, it must establish to the LDA's satisfaction that it has available to it the resources of those entities or undertakings which are necessary for the performance of the Contract. For example, a letter from such other entity confirming that it will provide the necessary support and will execute a contractual commitment to that effect if required by the LDA to do so. If sufficient evidence is not provided, the Tenderer will be evaluated based on its own financial and economic standing and technical capability.

5.9.2 Where an entity is relied upon with regard to education or professional qualifications, or with regard to professional experience, the Tenderer must demonstrate that the entity relied upon will be involved in the performance of the Services for which these capacities are required.

5.9.3 Such entity or undertaking on whose resources any Tenderer relies for the purposes of qualification will be required to provide an appropriate guarantee or other security evidencing such support at contract award stage (unless otherwise approved by the LDA). The LDA reserves the right to require any other form(s) of financial or other support to be procured.

## **5.10 Commercially Sensitive Information**

5.10.1 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt, Tenderers may not assert confidentiality or commercial

sensitivity over the entire Tender but must clearly identify the specific section containing such information. See further Section 10.10 (Freedom of Information).

### 5.11 Formatting Requirements and Language

5.11.1 The Tender and all related correspondence must be in the English language. Where any original document which forms part of a Tender is not in English, Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

5.11.2 Responses must be submitted in PDF format, in minimum font size 11 , on A4 pages with all pages numbered.

### 5.12 File Naming Convention

5.12.1 Tenderers must name each file uploaded to the electronic tenderbox in accordance with the following convention:

| Document              | File Name                           |
|-----------------------|-------------------------------------|
| ESPD                  | [Tenderer Name]_Pro425_ESPD         |
| Tender Response Forms | [Tenderer Name]_Pro425_Response     |
| Pricing Schedule      | [Tenderer Name]_Pro425_Pricing      |
| Declarations          | [Tenderer Name]_Pro425_Declarations |

### 5.13 Word Count and Page Limits

5.13.1 Where this RFT specifies a particular word count and/or page number limit and a Tenderer exceeds that limit, the LDA will not give any consideration to that element of the Tender which exceeds the specified word count/page number limit. If a Tenderer is unclear on the application of a word count or page number limit it must raise a query prior to the Tender Query Deadline on eTenders.

5.13.2 Any specific word count and/or page limits applicable to Tender responses are set out in Appendix C (Award Criteria) and Appendix D (Tender Response Forms).

### 5.14 Variant Tenders

5.14.1 Variant tenders are not permitted and will not be considered. Each Tenderer may submit one Tender only.

## Part 6 – Selection Criteria

### 6.1 General

6.1.1 The Selection Criteria set out in this Part 6 will be assessed on a pass/fail basis in respect of each Tenderer. Tenderers are entitled to rely on the capacity of other entities to meet these requirements (subject to Section 5.9 (Reliance on Other Entities)), in which case any references in this Part to “Tenderer” shall be interpreted as including such entities. Failure to meet any of these Selection Criteria will lead to elimination of the Tender.

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

6.1.3 Only those Tenderers who have: (a) submitted compliant Tenders pursuant to Sections 5.1 and 5.2 above; (b) declared by way of ESPD that either (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations) that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any relevant exclusion ground; and (c) declared by way of ESPD that they satisfy the Selection Criteria for this Competition, will be evaluated in accordance with the Award Criteria as set out in Part 7 and Appendix C of this RFT.

6.1.4 Please note that the LDA reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies. The LDA may decide to examine Tenders before verifying the absence of exclusion grounds and the fulfilment of the Selection Criteria.

6.1.5 The LDA reserves the right to run a compliance check prior to the evaluation of Tenderers to confirm the Tenderer's compliance with the requirements of this RFT (including the provision of all the information and documentation required) and, subject to Section 5.2.7, may reject a Tender as non-compliant where this information is not provided or alternatively not provided in the requested format. For the avoidance of doubt, completion of this compliance check and progression to evaluation does not constitute any form of waiver of the LDA's rights under this RFT to raise subsequent non-compliance.

6.1.6 The LDA reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Lead Member, any other entity or Sub-Contractor): (a) a declaration in the form attached at Appendix E; (b) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant exclusion ground; (c) all or any of the supporting documents specified in this Part 6; (d) information concerning the Tenderer and any proposed Sub-Contractors for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), including, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and (e) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended). Failure to provide evidence considered sufficient by the LDA will result in exclusion from further participation in this Competition (or, in the case of a Sub-Contractor relied upon, exclusion unless that Sub-Contractor is replaced with one which meets all relevant requirements of this RFT).

## 6.2 Exclusion Grounds

6.2.1 Tenderers must declare by way of ESPD (Part III) that no mandatory grounds for exclusion pursuant to Regulation 57 of the Regulations apply or provide evidence of self-cleaning measures as described in Section 6.1.3. The provisions of Regulation 57 of the Regulations regarding time limits on exclusion, proportionality and self-cleaning apply to this Competition.

| Criterion                                                                                                                                                           | Basis                            | Assessment  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| Exclusion Grounds – ESPD Part III (criminal convictions; payment of taxes and social security; insolvency, professional misconduct and other discretionary grounds) | Regulation 57 of the Regulations | Pass / Fail |

## 6.3 Tax Compliance

6.3.1 It will be a condition of the award of any Contract under this RFT that the successful Tenderer shall, for the term of any such Contract, comply with all EU and domestic taxation law and requirements, including but not being limited to Circular 43/2006 issued by the Department of Finance. Prior to the award of any Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the LDA. By supplying these numbers, the successful Tenderer acknowledges and agrees that the LDA has the permission of the successful Tenderer to verify its tax cleared position online.

| Criterion                                       | Evidence (on request)                                                                           | Assessment  |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------|
| Tax compliance in accordance with Section 6.3.1 | Tax Clearance Access Number and Tax Reference Number (or equivalent for non-resident Tenderers) | Pass / Fail |

## 6.4 Insurance

6.4.1 Tenderers must confirm, by signing the Tenderer's Statement at Appendix E, that if awarded a Contract under this Competition they will, from the Effective Date of the Contract, obtain and hold the types and levels of insurance specified in Section 10.15.

| Criterion                                                                            | Evidence (on request)                                        | Assessment  |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------|
| Confirmation of ability to obtain and hold the insurances specified in Section 10.15 | Confirmation from the Tenderer's insurance company or broker | Pass / Fail |

## 6.5 Economic and Financial Standing

6.5.1 Tenderers must have achieved an annual turnover of at least €4,000,000.00 in each of the last three (3) financial years. Where a Tenderer has been established for less than three (3) years, the Tenderer must have achieved an annual turnover of at least €4,000,000.00 in each financial year since establishment. When requested, Tenderers must provide evidence of turnover for the relevant period. Acceptable evidence includes, but is not limited to: audited accounts; independently certified financial statements; statements of turnover confirmed by a suitably qualified accountant; or other

equivalent documentation that the LDA may reasonably deem appropriate to demonstrate financial capacity.

6.5.2 For the purposes of responding to this RFT, it shall suffice to tick section α of Part IV of the ESPD for the purposes of declaring that this requirement is met. Tenderers are also referred to Sections 5.8 (Consortium Details) and 5.9 (Reliance on Other Entities) of this RFT where relevant.

| Criterion               | Minimum Standard                                         | Assessment  |
|-------------------------|----------------------------------------------------------|-------------|
| Minimum annual turnover | €4,000,000 in each of the last three (3) financial years | Pass / Fail |

## 6.6 Suitability to Pursue Professional Activity

6.6.1 Tenderers must demonstrate, by way of declaration, that they are legally authorised and appropriately regulated to provide the Services. Tenderers must confirm that:

(a) they hold all licences, authorisations, registrations, regulatory permissions, approvals, or professional memberships required to provide the Services within the jurisdictions in which they operate. At a minimum, candidates should demonstrate proof that they have the following:

- Chartered Institute of Loss Adjustors (CILA) or equivalent
- Chartered Insurance Institute (ACII) or equivalent
- 10 + years' experience of Loss Adjusting/Assessing.
- Experience of settling large complex losses in excess of €50,000,000

(b) they, and any proposed personnel, possess the necessary professional qualifications, expertise and regulatory standing required to provide the Services; and (c) neither the Tenderer, nor any proposed key personnel, have been subject to any material regulatory sanction, professional misconduct finding, enforcement action, suspension, restriction, or equivalent disciplinary action by a relevant regulatory, supervisory, or professional body within the last five (5) years which may materially impact their suitability to provide the Services.

| Criterion                                                                                                         | Evidence (on request)                                           | Assessment  |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-------------|
| Suitability to pursue the professional activity, including any required licences, authorisations or registrations | [e.g. copy of licence / registration / professional membership] | Pass / Fail |

## 6.7 Technical and Professional Ability

6.7.1 Tenderers must demonstrate professional and technical ability to deliver the Services by providing details of a minimum of **three (3) relevant reference projects** completed within the last **five (5) year** period immediately preceding the Tender Submission Deadline for this Competition (the "Reference Period"). Reference projects that were commenced but not completed within the Reference Period shall not qualify for the purposes of this criterion.

6.7.2 Reference projects must be directly relevant to the subject matter and scope of this procurement. For the purposes of this criterion, a reference project shall be considered relevant where it demonstrates experience in the provision of loss assessment and/or insurance claims management services involving one or more of the following:

### 1. Loss Assessment

- Attending sites following incidents resulting in loss or damage.
- Undertaking detailed inspections and investigations.
- Assessing the cause, extent and financial impact of losses.
- Identifying insured and uninsured elements of each claim.
- Establishing the scope of reinstatement works.
- Preparing preliminary and final loss reports.
- Advising on claim strategy and recovery potential.

## 2. Insurance Claims Management

- Managing claims from notification through to settlement and litigation if required.
- Liaising with the client, insurers, brokers, loss adjusters and other stakeholders.
- Preparing and submitting claim documentation.
- Negotiating claim settlements on behalf of the client.
- Challenging liability, coverage or valuation issues where they were appropriate.
- Monitoring claims progress and provide regular status reports.
- Providing nationwide coverage throughout Ireland.
- Be availability to the client 24 hours a day, 7 days a week.

## 3. Quantification of Loss

- Building reinstatement cost assessments.
- Valuation of damaged property and assets.
- Measurement and pricing of repair works.
- Assessment of professional fees recoverable under insurance policies.
- Quantification of consequential and indirect losses.
- Assessment of alternative accommodation and temporary works costs.
- Preparation of detailed schedules of loss.

## 4. Construction and Development Related Claims

- Owner and Contractor Controlled project claims.
- Non-negligence claims.
- Latent defect related damage.
- Public liability and employer liability matters.
- Professional Indemnity claims.
- Design and construction defects resulting in insured events.
- Infrastructure and utilities damage.
- Construction delay and disruption claims where covered by policy.

## 5. Specialist Investigations

- Structural engineering investigations.
- Fire investigations.
- Flood and water ingress assessments.
- Building surveying services.
- Quantity surveying services.
- Mechanical and electrical engineering assessments.

- Environmental and contamination investigations.
- Any other specialist service where appropriate.

## 6. Emergency Response Support

- Attendance following major incidents.
- Advice regarding mitigation measures.
- Protection of evidence.
- Recording and documentation of damage.
- Coordination with emergency contractors.
- Liaise with emergency services.

## 7. Reinstatement and Recovery Support

- Reviewing proposed reinstatement works.
- Verifying repair costs and contractor quotations.
- Monitoring reinstatement progress where required.
- Confirming compliance with policy requirements.
- Assisting in securing interim payments.
- Supporting final account agreement and claim closure.

At least **one (1)** of the three reference projects submitted must demonstrate the provision of relevant loss assessment and/or insurance claims management services to a public sector body, public authority, semi-State body or other organisation operating within a comparable regulated and governance environment.

6.7.3 Tenderers must provide the following information in respect of each reference project submitted, in the format set out in the Tender Response Forms (Appendix D): (a) client name (where confidentiality obligations apply, Tenderers may describe the client by reference to its sector, type, and jurisdiction without disclosing its identity, provided that sufficient detail is given to enable the LDA to assess relevance); (b) project description; (c) scope of services provided, specifying the Tenderer's precise role; (d) contract or transaction scale and value; (e) commencement and completion dates and overall duration; (f) relevance to this procurement; (g) role of any proposed personnel who were materially involved; and (h) reference contact details (name, title, organisation, telephone number, and email address). Reference contact details must be current and contactable.

6.7.4 The LDA reserves the right to contact the reference contacts provided for the purpose of verifying the information contained in the Tenderer's submission. Tenderers must ensure that all reference contacts are aware that they may be contacted by or on behalf of the LDA. The provision of inaccurate or unverifiable reference information may result in the elimination of the Tenderer from this Competition.

## Minimum Standards

6.7.5 A Tenderer will be assessed as PASS in respect of this criterion only where all of the following minimum standards are satisfied. Tenderers that fail to satisfy all of the minimum standards will be assessed as FAIL and will be eliminated from further participation in this Competition:

| Ref | Minimum Standard                                                                                   | Assessment  |
|-----|----------------------------------------------------------------------------------------------------|-------------|
| MS1 | A minimum of three [3] completed reference projects submitted in the format required by Appendix D | Pass / Fail |

| Ref | Minimum Standard                                                                                                                                                                                                                                                                                                                                                                     | Assessment  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| MS2 | <p>Demonstration of professional memberships and experience:</p> <ul style="list-style-type: none"> <li>Chartered Institute of Loss Adjustors (CILA) or equivalent</li> <li>Chartered Insurance Institute (ACII) or equivalent</li> <li>10 + years' experience of Loss Adjusting/Assessing.</li> <li>Experience of settling large complex losses in excess of €50,000,000</li> </ul> | Pass/Fail   |
| MS3 | Each reference project was completed within the Reference Period                                                                                                                                                                                                                                                                                                                     | Pass / Fail |
| MS4 | Each reference project demonstrates relevant experience in one or more of the areas identified at Section 6.7.2                                                                                                                                                                                                                                                                      | Pass / Fail |
| MS5 | <p>Tenderers should demonstrate that their proposed Loss Assessor and supporting team have up to date:</p> <ul style="list-style-type: none"> <li>Safe Pass (or equivalent)</li> <li>CIF Safety Training (or equivalent)</li> </ul> <p>Tenderers should also provide a copy of their Safety Statement.</p>                                                                           | Pass / Fail |
| MS6 | At least two (2) of the three (3) reference projects demonstrate experience advising a client falling within the categories identified at Section 6.7.2 above;                                                                                                                                                                                                                       | Pass / Fail |
| MS7 | Each reference project addresses all of the information elements at Section 6.7.3(a) to (h), and current and verifiable reference contact details are provided                                                                                                                                                                                                                       | Pass / Fail |

## Part 7 – Award Criteria

### 7.1 Award Criteria and Weightings

7.1.1 Tenders that have passed the compliance check and satisfied the Selection Criteria will be evaluated against the following Award Criteria. The Contract, if awarded, shall be awarded to the Tenderer(s) identified as having submitted the most economically advantageous tender (MEAT), determined using the Award Criteria and weightings below and as set out in Appendix C:

| Criterion                                                     | Max Marks | Minimum Threshold |
|---------------------------------------------------------------|-----------|-------------------|
| 1. Approach & Methodology                                     | 450       | 270               |
| 2. Proposed Team - Quality & Relevancy of Technical Resources | 250       | 150               |
| 3. Cost                                                       | 300       | N/A               |
| Total                                                         | 1,000     | -                 |

### 7.2 Evaluation Methodology

7.2.1 Marks will be allocated to the responses contained in the Tender Response Forms against the Award Criteria and weightings specified in Section 7.1 (provided the Tender has not been eliminated as non-compliant or for failure to meet a minimum requirement).

7.2.2 The marks allocated to each Tender under each Award Criterion will be added together to determine the Tenderer's final overall score. Tenderers that achieve the applicable Minimum Qualifying Thresholds will be ranked in descending order based on their final overall scores. Subject to the terms of this RFT, the highest-ranked Tenderers will be appointed to the Framework in accordance with Part 8.

7.2.3 A Tender that fails to achieve the Minimum Qualifying Threshold specified for any qualitative Award Criterion will be eliminated from further consideration and will not be eligible for appointment to the Framework.

### 7.3 Quality Scoring Matrix

7.3.1 Each qualitative Award Criterion response will be assessed and assigned a score of 0 to 5 in accordance with the descriptors below. The score awarded will be converted pro rata to the maximum marks available for the relevant criterion:

| Score   | Meaning   | Interpretation                                                                                                                                                                                  |
|---------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 90–100% | Excellent | A very comprehensive response demonstrating extensive understanding and offering full assurance to the LDA, fully supported with no material reservations.                                      |
| 80–89%  | Very good | A very good response demonstrating a very good understanding and offering convincing assurance that the Tenderer will deliver to a very high standard, with only a few mostly minor weaknesses. |
| 70–79%  | Good      | A good response demonstrating a good understanding and offering assurance that the Tenderer will deliver to a high standard, but with a number of weaknesses.                                   |

| Score  | Meaning                    | Interpretation                                                                                                                 |
|--------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 60–69% | Acceptable                 | An acceptable response demonstrating a minimum understanding and offering adequate assurance, but with a number of weaknesses. |
| 1–59%  | Poor                       | A response demonstrating limited understanding, insufficient detail and/or a risk of non-delivery.                             |
| 0%     | No response / unacceptable | No relevant response or a response that does not address the criterion.                                                        |

*The percentage score awarded to each qualitative criterion will be multiplied by the weighting available for that criterion.*

Tenderers must achieve a minimum score of 60% under each qualitative award criterion. A score below 60% under either qualitative criterion will result in the quotation being excluded from further consideration.

## 7.4 Cost Evaluation

7.4.1 Tenderers must complete the Pricing Schedule at Appendix B by providing the maximum Framework day rate applicable to each personnel category.

7.4.2 For evaluation purposes only, each tendered day rate will be multiplied by the indicative evaluation quantity specified for the relevant personnel category in Appendix B. The resulting amounts will be added together to calculate the Tenderer's total "Evaluated Tender Cost".

7.4.3 The Tender with the lowest Evaluated Tender Cost will receive the maximum 200 marks available under the Cost Award Criterion. All other Tenders will receive marks calculated using the following formula:

Cost Score = (Lowest Evaluated Tender Cost ÷ Evaluated Tender Cost under consideration) × 200

7.4.4 The indicative notional Evaluation quantity days are included solely for the purpose of facilitating a fair and consistent comparison of Tenders. They do not represent, and shall not be construed as, any commitment or guarantee by the LDA regarding the actual volume, value or mix of Services that may be procured under the Framework..

## 7.5 Consensus Evaluation

7.5.1 Tenders will be evaluated by an evaluation team appointed by the LDA. Qualitative criteria will be scored by way of consensus of the evaluation team, moderated in accordance with the LDA's evaluation procedures. Information deemed to be confidential by the LDA will not be disclosed at any time, save as required by law.

## 7.6 Tie-Break Criteria

7.6.1 In the event of a tie and there being no difference in the total scores, then the Tender with the highest score for the criterion "[Cost]" shall be deemed the most economically advantageous Tender.

## **Part 8 – Framework Award Methodology**

### **8.1 Number of Framework Members**

Up to four (4) successful candidates will be admitted to the final framework. In the event that there are fewer than the max number of total candidates admitted to the framework, the LDA reserves the right to appoint less than the maximum allowable framework members.

### **8.2 Ranking Methodology**

**8.2.1** Following completion of the evaluation, Tenders that have satisfied all Pass/Fail requirements and applicable Minimum Qualifying Thresholds will be ranked in descending order based on their final combined Quality and Cost score determined in accordance with Part 7 and Appendix C (Award Criteria).

**8.2.2** Subject to Section 8.1, the four (4) highest-ranked Tenderers will be appointed to the Framework as Framework Members.

**8.2.3** The initial ranking established following this Competition will be maintained for the duration of the Framework unless otherwise provided for in the Framework Agreement.

**8.2.4** Appointment to the Framework does not guarantee any minimum level or value of Services or any entitlement to receive a Call-Off Contract.

### **8.3 Call-Off Methods**

Call-Off Contracts under the Framework may be awarded by:

- (a) Direct Award, in accordance with Section 8.7, for requirements with an estimated value of up to and including €200,000 excluding VAT; or
- (b) Mini-Competition, in accordance with Section 8.6, for requirements with an estimated value above €200,000 excluding VAT.

### **8.4 Reserve Suppliers**

Not Used

### **8.5 Tie-Break Methodology**

**8.5.1** Where two or more Tenders achieve the same final overall score at Framework establishment, the Tender with the highest score under the Cost criterion shall be ranked higher.

**8.5.2** Where two or more Tenders remain tied following application of Section 8.5.1, the Tender with the highest score under the highest-weighted qualitative award criterion shall be ranked higher.

**8.5.3** The tie-break methodology applicable to a Mini-Competition will be specified in the relevant Mini-Competition Brief.

### **8.6 Mini-Competition Process**

Mini-Competitions conducted under this Framework will be evaluated in accordance with the criteria and methodology set out in this section. Specific details, weightings and deliverables will be provided in each Mini-Competition Brief issued to all Framework Members appointed.

#### **8.6.1 Mini- Competition Evaluations**

Mini-Competitions will be used to select the most economically advantageous tender for individual call-off assignments under the Framework. Each Mini-Competition will include a defined scope of services, deliverables, timelines, and any additional requirements specific to the assignment. Tenderers will be invited to submit a proposal addressing the qualitative and cost criteria set out in the Mini-Competition Brief.

Evaluation will be undertaken in accordance with the principles of transparency, proportionality, equal treatment, and value for money. Weightings, scoring models, and sub-criteria applied at Mini-Competition stage may differ depending on the nature, complexity, and criticality of the assignment but will always be communicated in advance to participating Framework Members

### 8.6.2 Mini-Competition Qualitative Criteria

Qualitative evaluation at Mini-Competition stage may be structured into the following sub-criteria, with indicative weighting ranges. The final weightings for each Mini-Competition will be specified in the Mini-Competition Brief.

| Criterion                                     | Description                                                                                                                                  | Range Limits |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Approach and Methodology                      | The quality, robustness and suitability of the proposed approach to managing and delivering the specific loss assessment assignment.         | 0% - 90%     |
| Proposed Personnel and Resources              | The qualifications, experience, expertise, availability and suitability of the personnel and resources proposed for the assignment.          | 0% - 90%     |
| Response and Delivery                         | The proposed response arrangements, mobilisation, availability, timelines and ability to meet the particular requirements of the assignment. | 0% - 90%     |
| Technical / Specialist Expertise              | Relevant specialist expertise required having regard to the nature, complexity and circumstances of the relevant loss or claim.              | 0% - 90%     |
| Sustainability & Environmental Considerations | Relevant and proportionate sustainability measures associated with delivery of the assignment, where applicable.                             | 0% - 20%     |

The LDA may use some or all of the above criteria and may adapt the relative weightings having regard to the nature, scope, complexity and requirements of the relevant assignment. The final award criteria, sub-criteria, weightings and any Minimum Qualifying Thresholds will be specified in the relevant SRFT.

### 8.6.3 Mini-Competition Cost Model

The Contracting Authority reserves the right, at Mini-Competition stage, to determine the most appropriate pricing model for delivery of services. The selected model will depend on the nature of the requirement, the definition of outputs, the complexity of the assignment, and the need to ensure value for money, flexibility, and proportionality.

Framework Members are therefore advised that the LDA may, at its sole discretion, apply one or more of the following pricing approaches during the term of the Framework and specifically where a Mini-Competition is used as the call-off mechanism:

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Range Limits |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <p>In the case of mini competition, the Contracting Authority reserves the right to determine the most appropriate pricing model for the delivery of services under this Framework, taking account of the nature of the requirement, the degree of definition of outputs, and the need to ensure value for money, flexibility, and proportionality. Tenderers are therefore advised that the Contracting Authority may, at its sole discretion, apply one or more of the following pricing approaches during the term of the Framework and in instances where a mini-competition is being used as the call-off mechanism;</p> <ul style="list-style-type: none"> <li>• <b>Fixed Price Model</b> – A total fixed price agreed for the delivery of a clearly defined scope of work, outputs, and deliverables.</li> <li>• <b>Blended Rate Model</b> – A single composite daily or hourly rate, calculated as an average across relevant grades, to be applied where it is appropriate to deliver services through a team-based or outcome-focused approach.</li> <li>• <b>Defined Rate Card Model</b> – Application of the agreed Framework rate card (per professional grade) for time-based, resource-driven, or task-based assignments.</li> </ul> <p>The Contracting Authority may determine the most suitable model on a case-by-case basis, having regard to the complexity, duration, and deliverables of each assignment.</p> | 10% - 90%    |

Framework Members may offer lower rates or discounts at mini-competition stage to improve competitiveness; however, they may not increase their Framework rates under any circumstances.

## 8.7 Direct Award Process

**8.7.1** Where the estimated value of a requirement is up to and including €200,000 excluding VAT, the LDA may award a Call-Off Contract directly to a Framework Member in accordance with this Section.

**8.7.2** Following establishment of the Framework, the LDA will maintain a Framework Members Directory containing relevant information regarding each Framework Member, which may include:

- areas of specialisation and technical capability;
- relevant experience and expertise;
- key personnel and available resources;
- geographical coverage;
- emergency response capability; and
- Framework rates.

**8.7.3** For each proposed Direct Award, the LDA will consider the nature and requirements of the relevant assignment against the information contained in the Framework Members Directory in order to identify the Framework Member(s) capable of performing the required Services.

**8.7.4** Where more than one Framework Member is capable of satisfying the requirement, the Call-Off Contract shall be offered to the highest-ranked capable Framework Member based on the ranking established under Section 8.2.

**8.7.5** Where the highest-ranked capable Framework Member is unable to accept or perform the assignment within the required timeframe, the LDA may offer the Call-Off Contract to the next highest-ranked capable Framework Member, and so on, until the requirement is accepted.

**8.7.6** Any Direct Award shall be made using the applicable Framework pricing arrangements and shall not result in rates exceeding those established under the Framework.

## **8.8 Call-Off Arrangements**

**8.8.1** Each Call-Off Contract awarded under the Framework shall be subject to the terms and conditions of the Framework Agreement and the form of Call-Off Contract included at Appendix F.

**8.8.2** The relevant Call-Off Contract will specify the Services required, deliverables, timescales, pricing arrangements and any other requirements applicable to the particular assignment.

**8.8.3** No Call-Off Contract shall be binding on the LDA unless and until it has been issued or otherwise formally authorised by the LDA in accordance with the Framework.

**8.8.4** Call-Off Contracts entered into before expiry of the Framework may continue beyond the expiry date of the Framework where permitted under the Framework Agreement and the terms of the relevant Call-Off Contract.

## Part 9 – Pricing Schedule

### 9.1 General Pricing Instructions

**9.1.1** Tenderers must complete the Pricing Schedule at Appendix B in full. All rates must be expressed in Euro and exclusive of VAT.

**9.1.2** The rates submitted in the Pricing Schedule will constitute the maximum Framework rates applicable to the relevant personnel for the duration of the Framework, subject only to any price adjustment permitted under Section 9.4.

**9.1.3** Framework Members may offer rates below their tendered Framework rates at Mini-Competition stage but may not exceed the applicable maximum Framework rates.

**9.1.4** Tenderers must ensure that the personnel proposed for delivery of the Services are appropriately aligned with the relevant role / grade set out in the Pricing Schedule.

**9.1.5** The LDA does not guarantee any minimum level or value of expenditure against any role / grade or any Framework Member.

### 9.2 Framework Rates

Tenderers must submit a rate for each of the following loss scenarios:

| Claim Scenario    | Percentage Rate | Commercial Rate (€ excl. VAT) |
|-------------------|-----------------|-------------------------------|
| Up to €500,000    | %               | €                             |
| Up to €10,000,000 | %               | €                             |
| Up to €50,000,000 | %               | €                             |

The Framework rates must include all overheads, administration, management, insurance, profit and all other costs associated with providing the relevant personnel, except for such expenses or third-party specialist costs as may be expressly permitted under Sections 9.3 and the relevant Call-Off Contract.

### 9.3 Expenses and Third-Party Specialist Services

**9.3.1** No additional administrative, management or overhead charges may be applied to the Framework rates. Routine travel and subsistence within Ireland should be deemed included in the Framework rates, so far as reasonably practicable, and should not be separately chargeable unless expressly agreed in advance by the LDA for a particular assignment. Third-party specialist services should only be engaged with the LDA's prior written approval, including approval of scope and cost. Depending on the circumstances, the LDA should retain the option either to instruct the specialist directly or authorise the Framework Member to procure and coordinate the specialist.

**9.3.2** Where the provision of the Services requires the engagement of third-party specialist services, including structural engineering, fire investigation, building surveying, quantity surveying, mechanical and electrical engineering or environmental expertise, such costs must be approved in advance by the LDA before being incurred.

**9.3.3** The treatment of reasonable travel and subsistence expenses incurred in connection with the Services shall be as specified in the relevant Call-Off Contract and the Framework.

## **9.4 Price Adjustment Mechanism**

**9.4.1** Framework rates will remain fixed for the full duration of the Framework.

## **Part 10 – General Conditions**

### **10.1 Important Notice and Disclaimer**

10.1.1 This RFT includes the appendices and all supporting and supplemental information. The LDA has taken reasonable care to ensure that the information provided in this RFT is accurate in all material respects. However, Tenderers' attention is drawn to the fact that no representation, warranty or undertaking is given by the LDA in respect of the information provided in this RFT.

10.1.2 The LDA does not accept any responsibility for the accuracy or completeness of the information provided and shall not be liable for any loss or damage arising directly or indirectly as a result of reliance on this RFT or any communication made by the LDA in connection with this RFT.

10.1.3 Any Tenderer making a decision to submit a Tender for the purpose of entering into a contractual relationship with the LDA on the basis of the information provided in this RFT should make their own investigations and form their own opinion of the LDA and of the contract opportunity. The attention of Tenderers is drawn to the fact that, by issuing this RFT, the LDA is in no way committed to awarding any contract.

10.1.4 This RFT does not constitute an offer or commitment to enter into a contract. No contractual rights in relation to the LDA will exist unless and until a formal written contract has been executed by or on behalf of the LDA and any conditions precedent to the effectiveness of such documents have been fulfilled.

10.1.5 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the LDA and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

10.1.6 Tenderers are referred in particular to the provisions of Regulation (EU) 2022/1031 (the International Procurement Instrument – IPI), and to their obligation to comply therewith. In particular, Tenderers should note Article 6 of Regulation (EU) 2022/1031 and the obligations placed upon a contracting authority (such as the LDA) in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

### **10.2 The LDA's Rights**

10.2.1 The LDA does not bind itself to accept the lowest priced or any Tender. Any notification of preferred bidder status by the LDA shall not give rise to any enforceable rights by the Tenderer. The LDA may cancel this Competition at any time prior to a formal written contract being awarded by or on behalf of the LDA. The award of a contract does not confer exclusivity on the successful Tenderer(s).

10.2.2 The LDA shall notify all Tenderers of the outcome of the Competition. The LDA may, when notifying Tenderers of the results of the Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the successful Tenderer in respect of each award criterion assessed by the LDA.

10.2.3 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (as amended) apply, no contract can or will take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent by electronic means a notice informing them of the results of this Competition (the "Standstill Period"), or such longer period as may be required by those Regulations where notification is not made by electronic means.

10.2.4 The notification that issues to the successful Tenderer(s) will require the successful Tenderer(s), as a pre-condition to awarding the Contract, to: (a) produce for inspection by the LDA evidence of tax compliance issued by the Revenue Commissioners of Ireland, including the Tax Clearance Access Number and Tax Reference Number; and (b) produce evidence of insurance as described in Section 10.15. If the successful Tenderer does not submit the documents as required within the time specified within the letter to the successful Tenderer, the LDA may take such steps as are considered appropriate, including but not limited to: (a) entering into the Contract with the successful Tenderer even though the required documents have not yet been provided; (b) allowing the successful Tenderer additional time to provide the required documents; or (c) proceeding to initiate award of the Contract to the Tenderer who submitted the next most economically advantageous Tender, *seriatim*, and seeking to conclude a contract with that Tenderer.

10.2.5 Subject to compliance with all applicable pre-conditions, the LDA may create the Contract by executing a Contract based on the form provided at Appendix F of this RFT (subject to any Standstill Period which may be required by law).

10.2.6 Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

### **10.3 TUPE**

10.3.1 The attention of Tenderers is drawn to the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or businesses, as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 ("TUPE"). Tenderers should note that in the event that a Tenderer is successful in this Competition, TUPE may apply to the transfer of the Contract from the incumbent provider to the new one.

10.3.2 Tenderers shall be required to undertake to comply fully with TUPE (if applicable) and to indemnify the LDA for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under TUPE.

10.3.3 Tenderers are advised to form their own view as to the extent of the application of TUPE and the costs associated with this. To assist in this process, the LDA may publish anonymised workforce details obtained from the incumbent provider to all Tenderers. In the event that the LDA publishes workforce details, such information will be derived from the incumbent provider and accordingly the LDA makes no warranties or representations as to the accuracy of such information and excludes all liabilities arising out of any inaccuracies in such information.

10.3.4 Tenderers participating in this Competition should note that if successful, they shall be required upon request to pass on all details of their own workforce relevant to the awarded Contract toward the end of the term of the Contract so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer.

### **10.4 Tendering Costs**

10.4.1 Tenderers shall bear all costs and expenses associated with participating in the Competition, including but not limited to the preparation, submission and clarification of their Tenders, and no recovery of any costs from the LDA will be entertained. The LDA, its officers, employees or advisors will not be responsible and/or liable in any way for any costs, expenses, or losses which may be

incurred by the Tenderer in connection with its participation in the Competition regardless of the conduct or outcome of the Competition.

## **10.5 Confidential Information**

10.5.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the LDA to Tenderers during the course of this Competition: (a) are furnished for the sole purpose of replying to this RFT only; (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the LDA; (c) shall be treated as confidential by the Tenderer and by any third parties (including Sub-Contractors) engaged or consulted by the Tenderer; and (d) must be returned immediately to the LDA upon cancellation or completion of this Competition if so requested by the LDA.

## **10.6 Environmental, Social and Labour Law**

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

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

## **10.7 Publicity**

10.7.1 No publicity regarding this Competition or any Contract pursuant to this Competition is permitted unless and until the LDA has given its prior written consent to the relevant communication. Any breach of this Section 10.7 by a Tenderer will result in their Tender being considered non-compliant, subject to the LDA’s rights in Section 5.2.7.

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

## **10.8 Registrable Interests**

10.8.1 Any Registrable Interest involving any Tenderer, Sub-Contractor, consortium member and the LDA, members of the Government, members of the Oireachtas, or employees and officers of the LDA and their Relatives must be fully disclosed in the Tender, or in the event of this information only coming to the notice of the Tenderer, Sub-Contractor or consortium member after the submission of a Tender, must be communicated to the LDA immediately upon such information becoming known

to the Tenderer, Sub-Contractor or consortium member. The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie). The LDA will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any contract entered into with an economic operator.

## **10.9 Anti-Competitive Conduct, Canvassing and Collusion**

10.9.1 Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

10.9.2 Any attempt by a Tenderer, or any party on its behalf, to canvass or unduly influence any officer, employee, adviser or agent of the LDA, or any member of an evaluation team, in connection with this Competition, or to obtain confidential information that may confer an undue advantage in this Competition, may result in the elimination of that Tenderer from this Competition.

## **10.10 Freedom of Information**

10.10.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

10.10.2 If Tenderers do not identify information as confidential or commercially sensitive in accordance with Section 5.10, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The LDA will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The LDA accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

## **10.11 Data Protection**

10.11.1 The LDA will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

10.11.2 The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the Tenderer’s Statement at Appendix E that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the LDA, the Evaluation Group and the supplier of the [etenders.gov.ie](http://etenders.gov.ie) website, for the purposes of the participation of the Tenderer in this Competition, or that the Tenderer otherwise has a legal basis for providing such Personal Data to the LDA for the purposes of its participation in this Competition.

10.11.3 “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Data Protection Acts 1988 to 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office

of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

## 10.12 Tax Clearance

10.12.1 It will be a condition of any Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to [www.revenue.ie](http://www.revenue.ie) for further information. Prior to the award of any Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the LDA. By supplying these numbers as part of the letter to the successful Tenderer, the successful Tenderer acknowledges and agrees that the LDA has the permission of the successful Tenderer to verify its tax cleared position online.

## 10.13 Conflicts of Interest

10.13.1 Any conflict of interest or potential conflict of interest on the part of a Tenderer, Sub-Contractor or individual employee(s) or agent(s) of a Tenderer or Sub-Contractor(s) must be fully disclosed to the LDA as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the LDA may invite Tenderers to propose means by which the conflict of interest might be removed and, in circumstances where there are links between Tenderers, the LDA may seek further information to confirm the Tenders have been prepared independently. The LDA will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any contract entered into by a Tenderer.

## 10.14 Withdrawal from this Competition

10.14.1 Tenderers are required to notify the LDA immediately via the eTenders website if at any stage they decide to withdraw from this Competition.

## 10.15 Insurance

10.15.1 The successful Tenderer shall be required to hold for the term of the Contract the following insurances:

| Type of Insurance      | Indemnity Limit                  |
|------------------------|----------------------------------|
| Employer's Liability   | €13,000,000 each and every claim |
| Public Liability       | €6,500,000 each and every claim  |
| Professional Indemnity | €10,000,000 each and every claim |

10.15.2 By signing the Tenderer's Statement at Appendix E, Tenderers confirm that, if awarded a Contract under this Competition: (a) they will, from the Effective Date of the Contract (as defined in the Contract), obtain and hold the types and levels of insurance as specified in the table above; (b) the territorial limits and jurisdiction of its insurance policies include Ireland; and (c) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified in the table above.

10.15.3 A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Contract. The successful Tenderer will, during the term of any Contract, be required to: (a) immediately advise the LDA of any material adverse change to its insured status; (b) produce proof of current premiums paid upon request; and (c) produce valid certificates of insurance upon request.

#### **10.16 Amendments and Addenda to RFT Documents**

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

#### **10.17 Governing Law and Jurisdiction**

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

## Appendix A – Specification

### A.1 Overview

This Appendix sets out the detailed specification for the provision of Loss Assessment Consultancy Services under the Framework and should be read in conjunction with Part 3 of this RFT.

The LDA requires access to independent professional loss assessment expertise on an as-required basis to support the management, investigation, quantification, negotiation and settlement of property damage and related insurance claims arising across the LDA's property assets, construction projects and operational activities.

The nature, scale, complexity and value of individual instructions may vary considerably. Framework Members will therefore be required to provide a flexible and responsive service capable of supporting both routine claims and urgent, complex or high-value loss events

### A.2 LDA Property and Project Environment

The Services may be required in connection with the LDA's property assets, construction and development projects and operational activities throughout Ireland.

Requirements may arise in respect of properties and projects at different stages of their lifecycle, including construction, development, occupation and operation. The specific circumstances applicable to each instruction will be communicated to the relevant Framework Member at Call-Off stage.

The Framework will support the LDA's property assets and residential development projects throughout Ireland, including assets/projects at acquisition, construction, completion, occupation and operational stages. Potential losses may include fire, escape of water/flood, storm, impact, accidental damage, construction-related incidents, infrastructure/utilities damage and other insured property losses. Claim frequency, severity and values cannot be reliably predicted and no minimum volume or value should be guaranteed. Individual matters may range from relatively routine losses to significant and complex construction/property claims.

### A.3 Nature of Requirements

Framework Members may be instructed to provide Services in connection with a range of property damage and insurance-related matters, including:

- assessment and investigation of loss or damage;
- insurance claims preparation and management;
- quantification and valuation of losses;
- construction and development-related claims;
- coordination and management of technical and specialist investigations;
- emergency incident response and mitigation;
- reinstatement and recovery support; and
- reporting, negotiation and claim settlement support.

The detailed scope of the Services is set out at Section 3.3 of this RFT. The precise Services required for each instruction will depend on the nature and circumstances of the relevant incident, loss or claim.

#### **A.4 Indicative Claims Profile**

Individual claims arising under the Framework may vary in nature, complexity and value. No minimum volume or value of claims or instructions is guaranteed under the Framework.

#### **A.5 Instruction and Claims Management**

Services will be commissioned by the LDA on an as-required basis through Call-Off Contracts awarded in accordance with Part 8 of this RFT.

Following instruction, the Framework Member shall:

- acknowledge and review the instruction;
- identify any immediate actions required to protect the LDA's position, mitigate loss and preserve relevant evidence;
- identify any additional information, documentation or specialist input required;
- liaise with the LDA Insurance Team and relevant stakeholders;
- manage and progress the assigned matter in accordance with the agreed approach;
- maintain appropriate records of actions, correspondence, valuations, negotiations and decisions;
- report progress in accordance with Section 3.8; and
- support the relevant claim through to settlement and closure, where required by the LDA.

#### **A.6 Emergency Response**

Framework Members shall maintain arrangements to receive and respond to urgent instructions from the LDA on a twenty-four (24) hour per day, seven (7) day per week basis.

In the event of a significant or urgent incident, the Framework Member may be required to:

- provide immediate advice to the LDA;
- attend the relevant location;
- advise on immediate mitigation measures;
- assist in protecting and preserving evidence;
- record and document loss or damage;
- coordinate with relevant emergency contractors, specialists and other stakeholders; and
- liaise with emergency services where required.

Emergency response and site attendance shall comply with the applicable service levels and KPIs set out at Appendix G.

## **A.7 Technical and Specialist Services**

Where necessary having regard to the nature of a loss or claim, the Framework Member may be required to provide, coordinate and/or procure access to relevant technical or specialist expertise.

Such expertise may include:

- structural engineering;
- fire investigation;
- flood and water ingress assessment;
- building surveying;
- quantity surveying;
- mechanical and electrical engineering;
- environmental and contamination investigation; and
- other specialist expertise reasonably required in connection with a particular loss or claim.

Where a third-party specialist is proposed, the Framework Member shall obtain the LDA's prior approval before incurring any associated third-party cost and shall remain responsible for the effective coordination of that specialist in connection with the Services.

## **A.8 Reinstatement and Recovery**

Where required, the Framework Member shall support the LDA throughout the reinstatement and recovery process, including:

- reviewing proposed reinstatement works;
- assessing and verifying repair costs and contractor quotations;
- monitoring reinstatement progress where instructed;
- advising on compliance with relevant insurance policy requirements;
- assisting the LDA in securing interim payments where appropriate; and
- supporting final account agreement and claim closure.

## **A.9 Reporting and Records**

Framework Members shall maintain complete and accurate records in respect of each instruction and shall provide the LDA with such reports and supporting documentation as may reasonably be required.

Reporting requirements may include:

- Initial Reports, addressing the incident, preliminary cause assessment, immediate actions, indicative claim value and key risks/issues;

- Progress Reports, addressing claim status, actions completed, outstanding matters, recovery forecasts and settlement strategy; and
- Final Reports, addressing final loss valuation, settlement achieved, lessons learned and recommendations for future risk reduction, where appropriate.

The format and frequency of reporting may be determined by the LDA having regard to the nature, complexity and value of the relevant instruction.

## **A. 10 Key Personnel and Qualifications**

Framework Members shall ensure that the Services are delivered by appropriately qualified and experienced personnel having regard to the nature and complexity of each instruction.

The LDA has identified the following qualifications and experience requirements for consideration:

- Chartered Institute of Loss Adjusters (CILA);
- Chartered Insurance Institute (ACII);
- a minimum of ten (10) years' relevant Loss Adjusting / Loss Assessing experience; and
- experience of settling large and complex losses in excess of €50,000,000.

## **A.11 Geographical Coverage and Site Attendance**

Framework Members must be capable of providing nationwide coverage throughout Ireland and attending LDA properties, projects and other relevant locations as required.

Framework Members may also be required to attend meetings at the LDA's offices at George's Court, 54–62 Townsend Street, Dublin 2, D02 R156, or remotely, as appropriate.

## **A.12 LDA and Framework Member Responsibilities**

The LDA will, where appropriate and subject to availability, provide the Framework Member with information and documentation reasonably required for the performance of the relevant instruction.

The Framework Member shall be responsible for identifying the information required to progress each instruction and for promptly notifying the LDA of any information, decision, access or other dependency required from the LDA or another stakeholder.

Framework Members shall work collaboratively with the LDA Insurance Team and such insurers, brokers, loss adjusters, contractors, consultants, legal advisers, technical specialists and other stakeholders as may be relevant to the particular instruction.

## **A.13 Information Security and Confidentiality**

Framework Members shall maintain appropriate arrangements for the secure handling, storage and transmission of all information and documentation received or generated in connection with the Services.

All information relating to LDA losses, claims, properties, projects and associated parties shall be treated as confidential and handled in accordance with the Framework Agreement, applicable data protection legislation and any reasonable information security requirements notified by the LDA.

#### **A.14 Performance Management**

Performance under the Framework and individual Call-Off Contracts will be monitored by the LDA throughout the Framework period. Framework Members will be expected to cooperate with performance reviews and promptly address any performance issues identified by the LDA.

The applicable Key Performance Indicators and service levels are set out at Appendix G.

**Appendix B – Pricing Schedule**

Affixed separately.

## Appendix C – Award Criteria

Tenders that have passed the compliance check and satisfied the Selection Criteria set out in Part 6 of this RFT will be evaluated in accordance with the Award Criteria set out below.

Framework Members will be appointed on the basis of the most economically advantageous tenders (“MEAT”), determined by reference to the following Quality and Cost criteria.

Tenderers must provide a complete response to each Award Criterion in the Tender Response Forms at Appendix D.

The matters identified under each qualitative Award Criterion are matters that the evaluation team will consider when assessing the quality of the Tenderer’s response. Unless expressly stated otherwise, separate marks are not allocated to individual matters listed under a criterion.

| Criterion                                                     | Max Marks   | Minimum Threshold |
|---------------------------------------------------------------|-------------|-------------------|
| 1. Approach & Methodology                                     | 450         | 270               |
| 2. Proposed Team - Quality & Relevancy of Technical Resources | 250         | 150               |
| 3. Cost                                                       | 300         | N/A               |
| <b>Total</b>                                                  | <b>1000</b> |                   |

Tenderers must achieve the Minimum Qualifying Threshold specified for each qualitative Award Criterion. A Tender that fails to achieve the Minimum Qualifying Threshold for any qualitative Award Criterion will be eliminated from further consideration and will not be eligible for appointment to the Framework.

### Criterion 1 – Approach & Methodology

**Maximum Response:** 5 A4 pages

In responding, the Tenderer must provide a clear, evidenced and contract-specific methodology for delivering the Services. The response must not simply describe the proposed process; it must demonstrate relevant comparable loss assessment delivery experience and provide contract-specific examples, evidence and outcomes achieved. As a minimum, the response must address:

#### a) Receipt and Management of Instructions

The proposed approach to receiving, reviewing, allocating and managing instructions from the LDA, including how requirements will be prioritised and progressed. Tenderers should also detail their methodology to site assessment following incidents resulting in loss or damage. Additionally, tenderers should detail their approach to investigations, financial loss assessment, report preparation and establishment of scope reinstatement works.

#### b) Loss Assessment and Quantification

The proposed methodology for investigating incidents, establishing the cause and extent of loss or

damage, identifying insured and uninsured elements, quantifying losses, preparing preliminary and final loss reports, advising on claim strategies and establishing the appropriate scope of reinstatement. Tenderers should also outline their approach to valuation of damaged property and assets, measurements of repair works, assessment of professional fees recoverable under insurance policies, quantification of consequential and indirect losses, assessment of alternative accommodation and temporary work costs and preparation of detailed schedules of loss.

#### **c) Claims Management and Settlement**

The proposed approach to preparing, managing and progressing insurance claims, including engagement with insurers, brokers, loss adjusters and other relevant stakeholders, claim negotiation and settlement. Additionally, tenderers should outline their approach to preparation of the claim documentation, negotiation of claim settlements on behalf of the LDA, monitoring of claims progress and status reporting.

#### **d) Emergency Response**

The proposed arrangements for responding to urgent incidents and maintaining the twenty-four (24) hour per day, seven (7) day per week availability required under this Framework.

#### **e) Communication and Reporting**

The proposed approach to communication, reporting, escalation and relationship management with the LDA Insurance Team and other relevant stakeholders.

#### **f) Quality Assurance and Continuous Improvement**

The arrangements that will be used to ensure the quality, accuracy and consistency of the Services and to identify opportunities for continuous improvement and added value over the duration of the Framework.

#### **g) Tailoring of the Methodology to the LDA**

Tenderers must demonstrate a clear understanding of the LDA's operating environment and the nature and requirements of the Loss Assessment Consultancy Services to be delivered under the Framework. Specifically, tenderers should demonstrate how their proposed methodology aligns with:

- **LDA Property, Development and Construction Environment** - the Tenderer's understanding of the nature of the LDA's property, development and construction activities insofar as they are relevant to the provision of the Services.
- **Nature of Losses and Claims** - the Tenderer's understanding of the types of losses, insurance claims, risks and challenges that may arise in connection with the LDA's property assets, construction projects and operational activities.
- **Complex and High-Value Claims** - the Tenderer's understanding of the particular considerations associated with the investigation, assessment, quantification, management and settlement of complex and potentially high-value losses and insurance claims.
- **Stakeholder Environment** - the Tenderer's understanding of the interaction that may be required with the LDA Insurance Team, insurers, brokers, loss adjusters, contractors, consultants, technical specialists, legal advisers and other relevant stakeholders.
- **Loss Mitigation and Claims Management** - the Tenderer's understanding of the importance of timely mitigation, preservation of evidence, accurate quantification, appropriate record keeping, effective reporting and proactive claims management.
- **Public Sector Environment or Equivalent** - the Tenderer's understanding of the governance, accountability, transparency, audit trail and value-for-money considerations associated with providing the Services to an equivalent body.

Higher marks will be awarded to responses that provide a clear, credible and well-developed methodology demonstrating how the Tenderer will effectively manage and deliver the Services, rather than merely restating the requirements of the RFT.

### Criterion 3 – Proposed Team – Quality & Relevance of Technical Resources

**CV Limit:** Maximum 1 A4 pages per proposed key person

Tenderers must demonstrate the quality, suitability and relevant experience of the personnel proposed to deliver the Services under the Framework.

The response should address, as a minimum:

**a) Proposed Lead Loss Assessor**

The proposed team, including identification of the proposed **Lead Loss Assessor** and other key supporting personnel and a clear description of their respective roles and responsibilities. The Lead Loss Assessor must demonstrate the minimum accreditation and years of experience detailed the selection criteria (section 6.6).

**b) Relevant Loss Assessment Experience**

The nature, depth and relevance of the proposed personnel's experience in loss assessment, insurance claims management, investigation and quantification of losses and negotiation and settlement of claims.

**c) Property, Construction and Complex Loss Experience**

Relevant experience of the proposed personnel in dealing with property damage, construction and development-related claims and complex and/or high-value losses.

**d) Public Sector / Comparable Environment Experience**

Relevant experience of the proposed personnel in providing comparable services to public sector bodies, public authorities, semi-State bodies and/or organisations operating within comparable regulated and governance environments, where applicable.

**e) Availability and Commitment**

The proposed availability and commitment of the key personnel for the duration of the Framework, including arrangements for responding to urgent requirements and supporting the LDA's 24/7 emergency response requirement.

**f) Continuity of Personnel**

The Tenderer's approach to maintaining continuity of key personnel and managing any necessary replacement or substitution during the Framework.

Tenderers must provide CVs for the proposed key personnel relied upon in their response. CVs should clearly demonstrate the qualifications, professional credentials and relevant experience identified in the response.

### Criterion 4 – Cost

Tenderers must complete and submit the Pricing Schedule at Appendix B in full.

## **Appendix D – Tender Response Forms**

Affixed separately

Tenderers must complete and submit the Tender Response Document issued separately as part of this Competition, in accordance with the requirements of this RFT.

## Appendix E – Declarations

### Tenderer's Statement

*To be completed on the Tenderer's headed notepaper and signed by the Tenderer.*

**TO:** The Land Development Agency (LDA)

**RE:** Request for Tenders for the provision of Loss Assessment Consultancy Services to the LDA

Having examined your Request for Tenders (the "RFT") in its entirety, including the Framework Agreement and Call-off Contract as defined therein, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in the RFT and Appendix A to the RFT.
2. We accept all of the terms and conditions of the RFT and the Contract.
3. We accept all the Selection Criteria as set out at Part 6 to this RFT and all the Award Criteria as set out in Part 7 of the RFT.
4. We agree to supply the LDA with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all the requirements set out in the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Submission Deadline, for the Tender Validity Period (as defined in the RFT). We further confirm that the Tender shall constitute an irrevocable offer valid for acceptance by the LDA during the Tender Validity Period or such further period as may be agreed by the parties.
8. We shall, if awarded any Contract under the RFT, have in place on the Effective Date of the Contract all insurances (if any) as required by Section 10.15 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the LDA, the Evaluation Group (as defined in the RFT) and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the LDA for the purposes of our participation in this Competition and that we will provide evidence of such consent and/or legal basis to the LDA upon request.
10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The sub-contractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same)

|                                |  |
|--------------------------------|--|
| <b>Signed</b>                  |  |
| <b>Name (block capitals)</b>   |  |
| <b>Position</b>                |  |
| <b>On behalf of (Tenderer)</b> |  |
| <b>Date</b>                    |  |

## Declaration as to Personal Circumstances

**TO:** The Land Development Agency (LDA)

**RE:** Request for Tenders for the provision of Loss Assessment Consultancy Services to the LDA

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled Provision of Loss Assessment Consultancy Services to the Land Development Agency published by Land Development Agency ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
  - a) ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
  - b) ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
  - c) ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
  - d) ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
  - e) ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
  - f) ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:
  - a) is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

- b) has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]:
- a) has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
  - b) is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
  - c) is not guilty of grave professional misconduct.
  - d) has not entered into agreements with other economic operators aimed at distorting competition.
  - e) is not aware of any conflict of interest due to its participation in the Competition;
  - f) has not had any prior involvement in the preparation of the Competition;
  - g) has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
  - h) is not 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 for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .
  - i) has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

---

Signature of Declarant

Declared before me by \_\_\_\_\_ who is personally known to me  
(or who is identified to me by who is personally \_\_\_\_\_ known to me) or\*  
at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2026

---

(signed)

**Practising Solicitor/Commissioner for Oaths**

\*Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended

**Appendix F – Draft Contract**

Framework agreement (Services) and form of Call-off Contract Affixed Separately

## Appendix G – Key Performance Indicators

The LDA will monitor the performance of Framework Members throughout the duration of the Framework and individual Call-Off Contracts.

The Key Performance Indicators (“KPIs”) below represent the core performance measures applicable to the Framework. Additional or assignment-specific service levels may be specified in an individual Call-Off Contract where appropriate having regard to the nature, urgency, complexity and value of the relevant requirement.

Framework Members shall cooperate with the LDA in monitoring performance and shall promptly address any performance issues identified.

| KPI                                            | Requirement/ Service Level                                                                                                                                                                                                                               | Measurement                                                                                               |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 1. Emergency Availability and Initial Response | Maintain 24/7 availability for urgent incidents. Urgent instructions to be acknowledged within [30] /minutes of notification by the LDA. Telephone/remote professional response within 1 hour.                                                           | Compliance with required response time measured against urgent instructions received.                     |
| 2. Emergency Site Attendance                   | Where emergency site attendance is required, appropriately qualified personnel shall attend the relevant location within [4] hours of instruction, unless otherwise agreed with the LDA having regard to the location and circumstances of the incident. | Compliance with agreed attendance time.                                                                   |
| 3. Initial Reporting                           | Initial report to be provided within the timeframe agreed with the LDA following instruction, having regard to the nature and urgency of the relevant loss or claim.                                                                                     | Reports delivered within agreed timeframe and containing the information required under Section 3.8.      |
| 4. Progress Reporting                          | Progress reports to be provided at the frequency agreed with the LDA and to accurately reflect claim status, actions completed, outstanding matters, recovery forecasts and settlement strategy.                                                         | Reports delivered in accordance with agreed frequency and reporting requirements.                         |
| 5. Final Reporting                             | Final report to be provided following settlement or closure of the relevant instruction within the timeframe agreed with the LDA.                                                                                                                        | Final report delivered within agreed timeframe and containing the information required under Section 3.8. |
| 6. Claims Management and Communication         | Claims and instructions shall be proactively managed, with material developments, risks, delays and decisions requiring LDA input communicated promptly to the LDA Insurance Team.                                                                       | LDA review of claims management, communications and escalation of material matters.                       |
| 7. Quality and Accuracy                        | Reports, loss assessments, schedules of loss, valuations and other deliverables shall be complete, accurate, appropriately evidenced and of a professional standard.                                                                                     | LDA review of deliverables, including the extent of material errors, omissions or avoidable rework.       |
| 8. Specialist Services                         | Where specialist input is required, the Framework Member shall identify the requirement promptly and effectively coordinate                                                                                                                              | LDA review of timeliness and effectiveness of specialist coordination.                                    |

| KPI | Requirement/ Service Level                                                 | Measurement |
|-----|----------------------------------------------------------------------------|-------------|
|     | approved specialist resources in accordance with the relevant instruction. |             |

Where the LDA identifies a failure to meet an applicable KPI or service level, the Framework Member shall, when requested, provide an explanation for the failure and identify any corrective action required to prevent recurrence within the timeline stipulated by the LDA.

Repeated or material performance failures may be addressed in accordance with the performance management, remediation and other applicable provisions of the Framework Agreement and/or relevant Call-Off Contract.

