



Call for Tenders for the provision of social residential schemes and social and cost rental residential schemes in Cork City and County Regions (40 to 100 Homes)

eTenders ref: 9260869

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CONTENTS

DEFINITIONS	2
1 DISCLAIMERS	7
2 BACKGROUND INFORMATION	9
3 PROJECTS	11
4 INSTRUCTIONS TO TENDERERS	14
5 FORMAT & DELIVERY OF TENDERS	22
6 EVALUATION OF TENDERS	25
7 PROCESS TO CONTRACT AWARD	38
APPENDIX 1 – Tender Response Document	42
APPENDIX 2 – Pricing Summary & Schedule	43
APPENDIX 3 – Respond Documents	44
APPENDIX 4 – Site Sale Contract and Development Agreement	45
APPENDIX 5 – Evaluation of Price; Worked Examples	46
APPENDIX 6 - Housing Quality Assessment Report	50

DEFINITIONS

Award Criteria	Means the award criteria against which Tenders will be evaluated, as set out in section 6.4 of this CFT.
Basic Construction Cost	Means the Tender Price less Abnormal Costs (as defined in the Pricing Summary and Schedule), Non-Construction Costs (as defined in the Pricing Summary and Schedule) and Site Costs (as defined in the Pricing Summary and Schedule). Cost is inclusive of VAT. Basic Construction Cost is the cost to be used to calculate the amount of the performance bond.
Certified Net Asset Value	Means the difference between the Net Assets of the organisation and the Net Liabilities of the organisation as set out in the audited accounts/management accounts of the organisation.
CFT	Means this Call for Tenders document, including all appendices, and any revisions, amendments or clarifications of same made by the Contracting Authority.
Clarification Deadline	Means the latest time and date for submission of clarification questions by Tenderers as detailed on the cover page of this CFT.
Competition	Means this competition conducted by the Contracting Authority for the award of the Contract/s.
Contract	Means together the Contract for Sale of the Site and the Development Agreement.
Contract for Sale	Means the contract for sale of the Site between the Developer and the Contracting Authority.
Contracting Authority	Means Respond.
Developer/s	Means the successful Tenderer/s pursuant to this Competition with whom the Contracting Authority enters into a Contract/s (if any).
Development Agreement	Means the development agreement (or agreements) to be entered into between the successful Tenderer/s and the Contracting Authority (if any), a draft of which is issued with this CFT.

eESPD	Means the electronic European Single Procurement Document for this Competition, which must be completed by Tenderers (and where relevant, by Tenderer Group Members, Other Entities and Subcontractors) as evidence that the relevant entity does not fall within the Exclusion Grounds.
Exclusion Grounds	Means the exclusion grounds set out in Regulation 57 of the Regulations (and in the eESPD).
Fire Safety Certificate	Has the meaning set out in the Development Agreement.
Funder(s)	Means one or more of the following: the Housing Finance Agency Public Limited Company, the Housing and Sustainable Communities Agency, the Department of Housing, Local Government and Heritage and/or such other banks, financial institutions, or funders which provide or agree to provide funds to acquire the Site and/or to facilitate the design and/or construction of the Works or any mortgagee or bank or other person who takes a mortgage or charge of the Works and/or the Site or any part, but not for the avoidance of doubt any mortgagee of an individual house or unit forming part of the Works and/or the Site.
Good and Marketable Title	Means title of a quality commensurate with prudent standards of current conveyancing practice in Ireland and aligns with the standards set by the Law Society of Ireland.
HFA	Means the Housing Finance Agency Public Limited Company.
Housing Agency	Means the Housing and Sustainable Communities Agency.
Housing Delivery Action Plan (HDAP)	Means the current Housing Delivery Action Plan in force at the relevant time setting targets for local authorities in social and affordable/cost rental delivery and setting out how they will meet these targets and deliver more homes for people with different housing needs.
LDI (Latent Defects Insurance) Policy	Has the meaning set out in the Development Agreement.

Lead Member	Means the lead member of a Tenderer Group submitting a Tender on behalf of the group (if applicable).
Local Authority Development Plan	Means the development plan adopted by a Local Authority and in force at the relevant time.
Minimum Project Requirements	Means the minimum requirements which Tenderers' Projects must meet, as set out in further detail in section 3.2 of this CFT.
Minimum Requirements	Means the minimum requirements set out at section 6.3 that Tenders must meet in order to be evaluated against the Award Criteria.
Other Entity(ies)	Means an entity or entities on whose capacity/capacities a Tenderer is relying on to meet one or more of the Minimum Requirements.
Planning Permission	Has the meaning assigned in the Development Agreement.
Practical Completion	Has the meaning assigned in the Development Agreement.
Pricing Summary & Schedule	Means the document included at Appendix 2 which the Tenderer must complete in full and in accordance with the instructions set out therein.
Primary Services	Means schools, hospitals or medical facilities, supermarkets, post office, bank, day-care centres, crèches and retail and other similar social infrastructure services.
Project	Means a social residential scheme or a social and cost rental residential scheme proposed by a Tenderer in response to this CFT.
Public Services	Means public transport, good road network, public car parking, park & ride facilities, cycle route and parking facilities.
Regulations	Means the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016) (as amended).

Required Insurances	Means the insurances required to be provided by the successful Tenderer/s prior to the award of the Contract, as set out in the Development Agreement.
Respond Documents	Means the Respond Design Guide and the Respond Requirements, appended at Appendix 3.
Site	Means the site on which a Tenderer is proposing to develop its Project.
Site Costs	Means the total cost attributed to the Site by a Tenderer in the Pricing Summary & Schedule.
Subcontractor	Means a subcontractor to whom the successful Tenderer/s proposes to subcontract any share of the Works.
Tender	Means a completed tender submitted by a Tenderer, including all requested supporting documentation, in response to and in accordance with this CFT.
Tender Price	Means the total tender price inserted by a Tenderer in the Pricing Summary & Schedule. The Tender Price is the aggregate of the Basic Construction Costs, the Abnormals Costs, the Non-Construction Costs and the Site Costs, and represents the total cost of the Project to the Contracting Authority.
Tender Response Document	Means the document at Appendix 1 of this CFT which must be completed in full by Tenderers.
Tender Submission Deadline	Means the latest time and date for submission of Tenders by Tenderers as detailed in the eTenders notice and on the front cover of this CFT (or such other date as may be advised by the Contracting Authority).
Tender Validity Period	Means the period set out in section 4.11 of this CFT.
Tenderer Group	Means a group of economic operators submitting a Tender.
Tenderer Group Member	Means, where a Tenderer is a Tenderer Group, each of the economic operators identified in the Tender as a member of the Tenderer Group.

Tenderer Statement	Means the statements to be given by Tenderers in the Tender Response Document.
Works	Means the works to be provided to the Contracting Authority, as set out in the Development Agreement.

1 DISCLAIMERS

This CFT has been prepared for the purpose of providing information to Tenderers interested in developing social residential schemes or social and cost rental residential schemes for the Contracting Authority. This CFT is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract nor does it constitute legal, financial, tax, investment or technical advice.

Except for the Tenderer's irrevocable offer to be bound by its Tender for the Tender Validity Period, no contractual rights, express or implied, arise out of this CFT or the procedures set out in this CFT unless and until a Contract is formally executed in writing by the Contracting Authority and the successful Tenderer/s.

Tenderers should read the CFT thoroughly and carry out any necessary due diligence in relation to the Competition and the Contract. While all reasonable steps have been taken to ensure that the information set out in the CFT is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the CFT or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers.

No responsibility or liability for any loss or damage arising as a result of reliance on this CFT, or the information contained in this CFT or for any omission, is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of the CFT, or information contained within it and any errors or omissions in or from the CFT and information.

The Contracting Authority reserves the right:

- to amend this document, its requirements and any information contained herein at any time by notice in writing to Tenderers;
- to disqualify any Tenderer who provides information or confirmations which later prove to be untrue or incorrect, and/or does not supply the information required by this CFT or as otherwise directed by the Contracting Authority during the Competition;
- to waive any requirements of this Competition (to the extent permitted by law);
- to disqualify any Tenderer who does not submit a compliant Tender in accordance with the instructions in the CFT;
- to terminate or suspend the Competition at any time or to re-invite responses on the same or any alternative basis without cost or liability to the Contracting Authority;
- not to award any contract as a result of the Competition;
- to make whatever changes it sees fit to the timetable, structure or content of the Competition, dependent on the Contracting Authority's approvals processes or for any other reason; and
- in its absolute discretion, to take such steps as it considers appropriate to ensure that genuine competition and transparency are maintained throughout the Competition.

The submission of a Tender will be deemed to imply each Tenderer's acceptance of the foregoing provisions and the terms of this CFT without qualification.

2 BACKGROUND INFORMATION

2.1 Introduction

This Competition is governed generally by public procurement law and is being conducted in accordance with the open procedure pursuant to Directive 2014/24/EU and the Regulations.

This CFT replaces and supersedes all previous documentation, communications and correspondence between the Contracting Authority and Tenderers. Tenderers should not place any reliance on any such previous documentation, communications or correspondence.

Capitalised words and expressions used in this CFT shall have the meaning ascribed to them in the Definitions section save to the extent that the context or the express provisions of this CFT otherwise require. All references to any statute or statutory provision (including any subordinate legislation) shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same.

2.2 About Respond

Respond, a construction-led Approved Housing Body and service provider, has been working all around Ireland for over 40 years. Respond's vision is that every family and individual in Ireland will have high-quality housing as part of a vibrant and caring community. Housing and decent accommodation, in the areas where people want to live, are central to improving people's lives and enhancing the health and well-being of society.

Respond has over 3,500 homes in construction. 20,000+ tenants live in over 10,000 properties across the 26 counties that Respond either owns or manages. Respond also provides a range of services for families and individuals within our communities. This includes emergency accommodation with 24/7 support for families who are homeless in six Family Homeless Services, three Day Care Services for Older People, 17 Early Learning and School Age Care services and Family Support services.

Respond's aim is to provide person centred services to support people to achieve their goals and reach their full potential.

Further information can be found at www.respond.ie

2.3 Respond Documents

Tenderers are referred to the Respond Documents appended at Appendix 3.

The Respond Design Guide sets out Respond's design approach, vision and aspirations for current and future developments, providing a benchmark to support the delivery of quality sustainable homes and neighbourhoods. It has been written to

communicate key design principles to parties contributing to designing and delivering Respond schemes.

The Respond Requirements set out in greater detail the specific requirements for Respond schemes, providing specific requirements for Respond homes and schemes of varying type; some of these requirements are in addition to or an increase on the specific sectoral guidelines and guidance documents referred to in section 3.2 of this CFT.

For the avoidance of doubt, any Project proposed by a Tenderer must comply with the requirements set out in the Respond Requirements.

3 PROJECTS

3.1 Introduction

This CFT and this Competition is for the procurement by Respond of developments located in the Local Authority area of:

- **Cork City Council;** and
- **Cork County Council**

and which comprise/will comprise **a minimum of 40 homes and a maximum of 100 homes.**

Subject to the availability of funding from Respond's Funder(s) and confirmation from the relevant Local Authority that there is a demand for social and/or social and cost rental residential schemes in the proposed area, Respond intends to procure 1 (one) Project which satisfies the requirements of this CFT. However, Respond reserves the right to award fewer than one Contract in circumstances where there is a lack of demand and/or funding is unavailable.

Respond also reserves the right to award more than one Contract where there is a difference of 250 marks or less in the overall scores between the first-ranked Tenderer and the next ranked Tenderer where, as noted above, demand and funding availability permit.

For the avoidance of doubt, Respond is not interested in projects to deliver cost rental housing only, and Tenderers should not propose such projects. In addition, there is a strong preference in mixed tenure schemes for the majority of the units to be social units.

3.2 Minimum Project Requirements

Any Project put forward by a Tenderer must meet the following requirements ("Minimum Project Requirements"):

- Have a minimum of 40 homes and a maximum of 100 homes;
- Have obtained a final grant of Planning Permission by the Tender Submission Deadline;
- Be capable of complying with the conditions of the relevant Planning Permission;
- Comply with the relevant Local Authority Development Plan and Housing Delivery Action Plan;
- Meet the identified social housing needs of the relevant Local Authority. The needs/requirements of the relevant Local Authority will be assessed by the Contracting Authority in conjunction with the Local Authority following submission of Tenders;
- Comply with the Respond Documents;
- Be capable of connection to primary power, water, surface water and foul sewage and similar services;
- Be close to Primary Services and have access to appropriate Public Services;
- Comply with all relevant housing guidelines and guidance issued by the Department of Housing, Local Government and Heritage as more particularly described in Schedule 3A of the draft Development Agreement.

The Contracting Authority's determination as to whether the Minimum Project Requirements are satisfied shall be final and binding.

By signing the Statement of Compliance with the Minimum Project Requirements in the Tender Response Document, each Tenderer confirms that their Project complies with the Minimum Project Requirements as set out above. Tenderers whose Project does not meet these requirements will not be eligible for the award of a Contract and will be eliminated from the Competition.

3.3 Scope of Contract

The scope of the Developer's obligations is set out fully in the Contract which is included in Appendix 4 to this CFT. For the avoidance of doubt, the Contract comprises the Contract for Sale of the Site and the Development Agreement.

Tenderers are required to propose a Site for their Project. If a Tenderer is successful in the Competition, and subject to the provisions of section 7 of this CFT, Respond will then enter into a Contract for Sale of the Site and a Development Agreement for the design and construction of the Project.

Tenderers are referred to the payment provisions in Schedule 2 of the Development Agreement.

Tenderers should take account of the terms and conditions of the Contract when preparing their Tenders and are required to confirm their acceptance of the Contract by signing the Tenderer Statement.

As the Contracting Authority is following the open procedure for this Competition, **Tenderers are required to accept the terms of the Contract for Sale and the Development Agreement without negotiation and are advised that the Contracting Authority does not intend to enter into any negotiation or discussion in respect of the terms of the Contract for Sale or the Development Agreement (save for necessary project-specific amendments).**

The successful Tenderer/s (if any) will be expected to enter into the Contract for Sale and Development Agreement in the form published with this CFT, although the Contracting Authority reserves the right to consider project-specific amendments which may be necessary to capture a successful Tenderer's proposals, reflect the legal title to the Site or where the amendments are non-material or clarificatory only.

3.4 Environmental, Social and Labour Law

In the performance of any Contract awarded, the successful Tenderers and their subcontractors (if any), will be required to comply with all applicable obligations in the field of environmental, social and labour law that have been established by EU law,

national law, collective agreements or by international, environmental, social and labour laws listed in Schedule 7 of the Regulations.

Tenderers may obtain information regarding their obligations concerning:

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

Developers appointed pursuant to this Competition (and their subcontractors (if any)) will be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of carrying out the Works.

Tenderers are required to confirm their acceptance of this requirement by signing the Tenderer Statement.

3.5 Required Insurances

The Required Insurances are specified in the Development Agreement. By signing the Tenderer Statement, Tenderers confirm that, if awarded a Contract pursuant to this Competition, they will obtain and hold and procure that the proposed design team and subcontractors (as applicable) will obtain and hold the Required Insurances as specified in the Development Agreement for the durations specified therein.

Tenderers are referred to the specific insurance requirements in the Development Agreement (noting the requirements in terms of indemnity to principals and similar provisions which remain subject to ongoing approval by the Funder(s)).

The provision of a LDI Policy from a suitable provider will also be required; the requirements regarding same are set out in the Development Agreement.

3.6 Relevant Contracts Tax

Respond is a principal contractor. Relevant Contracts Tax will be applicable to the Contract for Sale of the Site and the Development Agreement.

3.7 Subcontractors

As required by the Regulations, prior to the actual commencement of the Works on site, the appointed Developer/s will be required to notify the Contracting Authority of the name, contact details and legal representatives of its subcontractors involved in the delivery of the Works in so far as is known to the Tenderer at the time, and will also be required to notify the Contracting Authority of any changes to the information notified during the course of the Contract and the name, contact details and legal representatives of any new subcontractors subsequently involved in the delivery of the Works.

4 INSTRUCTIONS TO TENDERERS

4.1 Purpose of CFT

The purpose of this CFT is to set out the terms and conditions of the Competition to select suitable Developer(s) to deliver Projects for the Contracting Authority.

4.2 Completeness of this Document

Every effort has been made to ensure that this CFT contains all the necessary information for the completion of Tenders. The Contracting Authority does not warrant or represent that this CFT, or any other information given to Tenderers, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this CFT, or in any other information given to Tenderers.

If it is necessary for the Contracting Authority to amend this CFT in any way prior to the receipt of Tenders, all Tenderers will be notified via the eTenders website (www.eTenders.gov.ie). If considered appropriate by the Contracting Authority at its absolute discretion, the Tender Submission Deadline will be extended.

4.3 Costs

Neither the Contracting Authority nor its officers, employees or advisers is responsible for or will pay for any expense or cost incurred or loss suffered by any Tenderer in the preparation or submission of its Tender or otherwise in relation to the Competition. Each Tenderer is fully responsible for the entirety of all expenses and costs it incurs in the submission of a Tender or in participating in this Competition, including if the Competition is abandoned or terminated without any award of Contract.

Tenderers' attention is also drawn to section 7 of this CFT. Tenderers should read section 7 carefully and are advised not to submit a Tender if any of the provisions therein are not considered acceptable.

4.4 Clarification and Queries

Requests for additional information and clarification on any matters must be made via the eTenders website (www.etenders.gov.ie).

All queries must be uploaded to eTenders (www.etenders.gov.ie) on or before the Clarification Deadline. Faxed, emailed, telephone or oral enquiries will NOT be considered. The Contracting Authority will endeavour to respond to all reasonable enquiries and requests for clarifications received on or by the Clarification Deadline, but it does not undertake to respond to all queries received. Any clarification questions received after the Clarification Deadline may be ignored by the Contracting Authority at its discretion.

Responses to clarification requests will be issued to all Tenderers via the eTenders website (www.eTenders.gov.ie), without identifying the source of any requests. Where a Tenderer believes a query is confidential in nature, the request for clarification should clearly identify that the Tenderer wishes the response to be kept confidential and not circulated to all

Tenderers. If the Contracting Authority, at its sole discretion, does not consider the query to be of a commercially sensitive nature or considers it to be a query which all Tenderers would potentially benefit from seeing, the Contracting Authority will:

- invite the Tenderer submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be issued to all Tenderers; or
- request the Tenderer, if it still considers the query to be of a commercially sensitive nature, to withdraw the query.

In all circumstances, the Contracting Authority reserves the right to issue clarification responses to all Tenderers at any stage when it believes, at its sole discretion, that the clarification should be issued to all Tenderers. Each request for clarification and the Contracting Authority's response shall form part of this CFT and must be treated as such by the Tenderers.

4.5 Ambiguities

Tenderers shall immediately notify the Contracting Authority if they become aware of any ambiguity, discrepancy, error or omission in this CFT and any accompanying documents. The Contracting Authority will, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of this CFT.

Tenderers will be deemed to have examined all documents enclosed with this CFT and will be assumed to have fully informed themselves as to the nature and extent of the requirements of the Contract and the Competition.

4.6 Tenderer Groups

Tenderers can be a partnership, consortium or any other grouping of entities.

Tenderers must specify in the Tender Response Document the identity of the proposed members of the Tenderer Group. For the avoidance of doubt, **Tenderer Group Members are those entities which are proposed by a Tenderer to enter into the Contract with the Contracting Authority if the Tenderer is successful in the Competition.** If the successful Tenderer is a Tenderer Group, all Tenderer Group Members shall enter into the Contract on a joint and several liability basis. Alternately, a Tenderer Group, if successful, may be required to establish legal personality in order to enter into the Contract.

Where a Tender is made by a Tenderer Group, it shall designate a Lead Member who will be the point of contact for the Competition. The Lead Member must remain the same throughout the Competition and will be responsible for ensuring that all Tenderer Group Members comply with this CFT.

Failure by any Tenderer Group Member to complete the eESPD or to fulfil the Minimum Requirements (if applicable) may result in the entire Tenderer Group being rejected.

For the further avoidance of doubt, Subcontractors are not Tenderer Group Members (unless it is proposed that they too will enter into the Contract with the Contracting Authority).

4.7 Reliance on Resources of Other Entities

Where a Tenderer wishes to rely on the capacities of Other Entities (e.g. parent companies, other third parties) to meet the economic and financial standing requirements (at section 6.3.4 of this CFT) and/or the technical and professional ability requirements (at section 6.3.6),

- the Tenderer must clearly indicate in the Tender Response Document to what extent it is relying on the capacities of Other Entities;
- each Other Entity must complete the eESPD; and
- the Tenderer must submit a letter of support from the Other Entity, in the form attached in Annex 1 to the Tender Response Document confirming
 - (i) that it has available to it the resources being relied upon; and
 - (ii) that it will (if required by the Contracting Authority) enter into a legally binding agreement with the Contracting Authority (in such form as may be specified by the Contracting Authority) in respect of such support – for example, a parent company guarantee.

If an Other Entity is being relied upon to meet the economic and financial standing requirements (at section 6.3.4 of this CFT) and/or the technical and professional ability requirements (at section 6.3.6), it must submit for evaluation the information specified in the Tender Response Document.

Failure by any Other Entity to complete the eESPD or to fulfil the Minimum Requirements may result in the entire Tender being rejected.

4.8 Changes to the Tenderer

If there is a change to a Tenderer, including a Tenderer Group's structure, following the Tender Submission Deadline and prior to the award of a Contract, the Tenderer must seek prior written approval for any change from the Contracting Authority by:

- explaining in writing to the Contracting Authority the reasons for any change; and
- providing full details of any proposed replacement/alternative team member (which will entail the completion of the relevant questions in the Tender Response Document, if applicable).

Tenderers should note that, for any proposed change to a Tenderer or Tenderer Group to be considered by the Contracting Authority, it must be supported by robust reasoning and any replacement member of a Tenderer Group must be assessed by the Contracting Authority as being at least equal, in all respects, to the member being replaced. The decision on whether or not to allow a change in composition of a Tenderer is a matter for the sole discretion of the Contracting Authority.

4.9 Change in Information

Tenderers must inform the Contracting Authority of any changes to the information provided in their Tender, including but not limited to any changes in financial standing, as soon as they become aware of this.

Tenderers should note that the Contracting Authority reserves the right at any time to:

- seek confirmation from a Tenderer that the information provided in its Tender continues to be true and complete and that it continues to meet the requirements set out in this CFT;
- re-evaluate a Tender if it becomes aware that there has been a change in circumstances regarding a Tenderer that could affect the Contracting Authority's evaluation of its Tender or if the Contracting Authority becomes aware that information submitted by a Tenderer was or has become untrue, incomplete or misleading.

4.10 Insolvency during the Competition

Any Tenderer including any Tenderer Group Member subject to insolvency proceedings will not be permitted to participate in this Competition unless there are exceptional reasons otherwise. Tenderers are required to inform the Contracting Authority immediately in relation to any insolvency proceedings or their potential commencement.

4.11 Tender Validity Period

Tenders must remain open for acceptance for a minimum period of 10 (ten) months from the Tender Submission Deadline. This period is required to facilitate the internal assessment and approvals processes and external funding approval processes – the actual period may be less than ten months but may extend to ten months in exceptional circumstances.

4.12 Conflict of Interest

The onus is on Tenderers to ensure that no actual or potential conflict of interest arises.

Any actual or potential conflict of interest involving a Tenderer (including any parent, subsidiary, associated company or subcontractor of the Tenderer or a director, partner, employee or agent of the Tenderer or subcontractor) must be fully disclosed to the Contracting Authority in the Tenderer Statement as soon as such actual or potential conflict becomes apparent.

In the event of any actual or potential conflict of interest, the Tenderers must propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Contract entered into with a Tenderer.

4.13 Registrable interest

Any registrable interest involving a Tenderer, a Tenderer Group Member or any Subcontractors and any of the members of the Board of Respond, members of the

Government, members of the Oireachtas, or employees or officers of Respond, or relatives of the foregoing must be fully disclosed in the Tenderer Statement or as soon as such information comes to the Tenderer's attention. The terms 'registrable interest' and 'relative' will be interpreted in accordance with Section 2 of the Ethics in Public Office Acts 1995 and 2001.

The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action which may, in appropriate circumstances, include eliminating a Tenderer from this Competition or terminating any Contract entered into with a Tenderer.

4.14 Confidentiality

Tenderers must treat this CFT, all accompanying documentation and any information given to Tenderers during the Competition as confidential and must not release information concerning the Competition to any third party, except as strictly necessary in order to prepare their Tender.

The Contracting Authority reserves the right to publicise, or otherwise disclose, to any third party, information regarding the Competition, the Contract, the identity of Tenderers (including details of their respective members, representatives, advisors, consultants, contractors, servants and/or agents) or the award of a Contract (including, without limitation, details of the contract price) at any time.

4.15 Collusion

Tenderers are strictly prohibited from discussing any aspect of their Tenders with other Tenderers or otherwise exchanging information or colluding. Tenderers' attention is drawn to the Competition Acts 2002 to 2014 which make it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

If any Tenderer (or any person associated with a Tenderer), in connection with this Competition, either:

- canvasses or offers any inducement, fee or reward to any employee, servant or agent of the Contracting Authority; or
- does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018 (as amended) or the Regulation of Lobbying Act 2015 (as amended); or
- approaches any employee, servant or agent of the Contracting Authority except as authorised in this CFT, including for the purposes of soliciting the employment of any such persons or soliciting information about the Competition,

that Tenderer may be eliminated from the Competition, without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct may attract.

4.16 Canvassing

No contact must be made with the Contracting Authority or any of its staff other than by the methods laid out in this CFT. Oral discussions will not be considered binding. A Tenderer must not rely on any statements or representations made to it at any time by persons acting on

behalf of the Contracting Authority unless they are confirmed in writing as an amendment to this CFT.

The Contracting Authority may disqualify a Tenderer from the Competition if it:

- canvasses or offers any inducement, fee or reward to any employee, servant or agent of the Contracting Authority or its professional advisors; or
- does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018 (as amended) or the Regulation of Lobbying Act 2015 (as amended); or
- approaches any employee, servant or agent of the Contracting Authority or its professional advisors except as authorised in this CFT.

4.17 Assumptions

Tenderers must not make any assumptions that the Contracting Authority has any knowledge or experience of their organisation, even if they are currently contracted to or have previously been contracted to the Contracting Authority. Tenderers will be evaluated solely on the information provided in their Tenders.

4.18 More than one Tender from a Tenderer

Where multiple Tenders are submitted by a Tenderer for different Sites (within the Local Authority areas specified in this CFT), each Tender must be a full and complete standalone Tender in accordance with the requirements of this CFT. For the avoidance of doubt, no cross referencing of common information between Tenders is permitted or will be accepted, and where more than one Tender is submitted by a Tenderer, each Tender submitted will be assessed on its own merits, without any cognisance being taken of information set out in any other Tender from the same Tenderer. Failure to comply with this requirement may result in exclusion of a Tender from the Competition.

4.19 Inaccurate or misleading information

Tenderers must ensure that all information included within their Tenders is accurate. The inclusion of information that is found to be false or misleading may result in the Tenderer's exclusion from this Competition. In the event that false or misleading information comes to light after a Tenderer has been awarded a Contract, this may result in termination of the Contract.

4.20 Sanctions against Russia

Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine as amended by Council Regulation (EU) 2022/576 of 8 April 2022, Council Regulation (EU) 2022/1269 of 21 July 2022 and Council Regulation (EU) 2023/1214 of 23 June 2023 (and as may be further amended), prohibits the award of any public or concession contract to any of the entities set out in Article 5k 1(a) to (c).

It is a requirement of this Competition that all Tenderers, and where the Tenderer is a Tenderer Group, all members of the Tenderer Group and Other Entities whose resources are relied upon in order to respond to the CFT are not any of the entities set out in Article 5k 1(a) to (c) of Regulation (EU) No 833/2014 as amended.

By signing the Tenderer Statement, Tenderers confirm that the Tenderer, members of the Tenderer Group and Other Entities whose resources are relied upon are not any of the entities set out in Article 5k 1(a) to (c) of Regulation (EU) No 833/2014 as amended.

4.21 Data Protection

"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, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority 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 CFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the Tenderer Statement 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 Contracting Authority, the evaluation team and the supplier of the 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 Contracting Authority for the purposes of its participation in this Competition.

4.22 Tenderer's Warranty

In submitting a Tender, each Tenderer warrants, represents and undertakes to the Contracting Authority that:

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Contracting Authority by the Tenderer in connection with or arising out of the CFT and/or the associated documents are true, complete and accurate in all respects;
- It has made its own investigations and undertaken its own research and due diligence and has satisfied itself in respect of all matters (whether actual or contingent) relating to its proposed Project and the Contracting Authority's documentation and that it has not submitted its Tender in reliance upon any information, representation or assumption which may have been made by or on behalf of the Contracting Authority

(save in respect of information which has been expressly warranted in writing by the Contracting Authority); and

- It has full power and authority to respond to this CFT and to perform the obligations set out in the Contract and will, if requested, produce evidence of such to the Contracting Authority's reasonable satisfaction.

4.23 Law and Jurisdiction

This CFT and the Competition is governed by, and shall be construed in accordance with, Irish law. The Irish Courts shall have exclusive jurisdiction in relation to any disputes arising from or in connection with this CFT and the Competition, and by participating in the Competition, each Tenderer submits irrevocably to that jurisdiction.

4.24 Acceptance of CFT

Each Tenderer's acceptance of delivery of this CFT constitutes its agreement to, and acceptance of, the terms and conditions set forth herein.

5 FORMAT & DELIVERY OF TENDERS

5.1 General Submission Requirements

Tenders must be fully compliant with the requirements of this CFT. Without prejudice to the Contracting Authority's right to request clarifications from a Tenderer, the Contracting Authority reserves the right at its absolute discretion to reject any Tender which lacks any of the information required by this CFT at the Tender Submission Deadline.

The Tender Submission Deadline is stated on the front cover of this CFT. It is the responsibility of Tenderers to ensure that their Tender is complete and is uploaded to the eTenders website (www.etenders.gov.ie) by the Tender Submission Deadline. Late Tenders will not be accepted.

The Contracting Authority reserves the right, at its sole discretion, to extend the Tender Submission Deadline by giving notice to all parties who have expressed an interest in the Competition through eTenders (www.etenders.gov.ie). Any request for an extension must be received at least 6 calendar days before the Tender Submission Deadline but no guarantee/undertaking is given that any extension will be granted.

Tenders must be submitted electronically via the electronic postbox available on the eTenders website (www.eTenders.gov.ie). Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to email, fax, post or hand delivery) will NOT be accepted.

Tenders must be uploaded in accordance with the instructions provided on eTenders, prior to the Tender Submission Deadline. It is the responsibility of Tenderers to ensure that submitted electronic documents are not corrupt and are in a commonly readable format. Please note that there is a maximum file size limit of 4GB for the total (combined) documents uploaded to the eTenders postbox. It is important to leave sufficient time for upload of documents prior to the Tender Submission Deadline as it is not possible to upload any material after this time. Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process in advance.

In order to submit a document to the electronic postbox, you must click "Submit Response". After submitting, you may modify and re-send your response up until the Tender Submission Deadline. Tenderers should note that the "Submit Response" button will be disabled automatically upon expiration of the Tender Submission Deadline.

Each Tenderer should ensure that its Tender is complete, compliant, comprehensive and clear. The Contracting Authority reserves the right, but shall not be obliged, to reject any Tender which does not fully comply with the requirements set out in this CFT or is ambiguous. If a Tender fails to so comply, is qualified, is ambiguous, or could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders, the Contracting Authority shall be entitled (but shall not be obliged) to take such steps as it considers appropriate, at its sole discretion, including (but not limited to):

- rejecting the Tender as non-compliant;

- without prejudice to the right to reject the Tender:
 - to meet with, raise issues and/or seek clarification from the Tenderer in respect of its Tender;
 - to request the Tenderer to provide information or items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
 - to waive a requirement which, in the opinion of the Contracting Authority, is minor or procedural;
 - to amend or clarify the requirements of this CFT and invite Tenderers to adjust their Tenders on the basis of such revised or clarified requirement.

Tenders will not be returned to Tenderers during or after the Competition.

The Contracting Authority's decision as to whether or not a Tender has complied with the requirements of this CFT shall be final and binding.

5.2 Format of Tenders

Tenderers are required to complete and submit:

- A completed and signed copy of the Tender Response Document as set out in Appendix 1, including all required supporting documentation/information/forms specified therein;
- A completed and signed copy of the Pricing Summary & Schedule document attached at Appendix 2;
- The eESPD for this Competition. eESPDs must be submitted by the Tenderer and where relevant, by all Tenderer Group Members, by all Other Entities and by Subcontractors. For the avoidance of doubt, the eESPD is to be used to respond only to the Exclusion Grounds. Parts II (Information concerning the Economic Operator), Part III (Exclusion Grounds), and Part V (Concluding Statement) of the eESPD must be completed.

Tenders must be presented in two (2) separate readily identifiable packages as set out below:

Tender Package	Contents
1	Tender Response Document (including all information/forms/etc specified therein)
2	Pricing Summary & Schedule document

Tenderers must ensure that only Tender Package 2 contains pricing information.

5.3 Additional Requirements

Tenderers must also comply with the following requirements:

- Tenderers must generally enter their responses within the text boxes provided in the Tender Response Document and comply with any requirements set out therein. Tenderers are permitted to add lines to the pro-forma tables and boxes set out within

the Tender Response Document if required but must at all times comply with the formatting and page limits specified. Any text or information provided in a Tender which exceeds any applicable page limit will be disregarded and will not be evaluated;

- Tenders must be in English;
- All financial information must be denominated in euro (€) unless it is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency;
- All sections of the Tender Response Document and the Pricing Summary & Schedule document must be completed in full. Within the Tender Response Document, there should be **no cross-referencing to content included in responses to other questions**. Responses will be evaluated solely on the information provided in relation to the specific question/award criterion, and no marks will be awarded for a particular question for information given in response to any other question or elsewhere in the Tender;
- Unless specifically requested in the Tender Response Document, additional supporting information will not be assessed. Where supporting information is specifically requested, it should be clearly marked with the number of the question to which it relates;
- No general marketing or promotional material, either in answer to any of the questions in the Tender Response Document or for any other reason, should be included;
- Embedded documents or hyperlinks must not be used; and
- Where a Tenderer is submitting more than one Tender, please refer to section 4.18 of this CFT.

6 EVALUATION OF TENDERS

6.1 Tender Evaluation

The Contracting Authority will evaluate Tenders in three phases as set out below:

- Phase 1: Completeness and Compliance Check (including Exclusion Grounds);
- Phase 2: Evaluation against the Minimum Requirements (section 6.3); and
- Phase 3: Evaluation against the Award Criteria (section 6.4).

6.2 Phase 1: Completeness and Compliance Check

The Contracting Authority will perform a completeness and compliance check of all Tenders to verify whether they have provided a complete and compliant response to all questions and requirements contained in this CFT and have submitted all necessary supporting documentation, where required.

Tenderers must comply with all requirements of this CFT and any clarifications issued by the Contracting Authority when preparing their Tenders. If a Tenderer fails to comply in any respect with the requirements of this CFT, the Contracting Authority reserves the right to reject the Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to (i) seeking written clarification from the Tenderer; (ii) seeking further or additional information from the Tenderer; or (iii) waiving a requirement which it considers to be non-material or procedural, provided however that no clarification or additional information will be sought if, in the opinion of the Contracting Authority, such clarification or additional information would be material.

The Contracting Authority will evaluate those Tenders against the Minimum Requirements which are complete and comply with all the requirements of this CFT, and which declare by way of eESPD and the Declaration as to Personal Circumstances that:

- no Exclusion Grounds pursuant to Regulation 57 of the Regulations apply to the Tenderer (including Tenderer Group Members and Other Entities); or
- in circumstances where any Exclusion Grounds apply (and where the Tenderer/Tenderer Group Member/Other Entity is not precluded from doing so under Regulation 57(17) of the Regulations) that the relevant entity can provide evidence to the satisfaction of the Contracting Authority that measures taken by it are sufficient to demonstrate its reliability despite the existence of any Exclusion Ground.

Subject to the provisions of Regulation 57 in relation to self-cleaning, the Contracting Authority **shall exclude** from the Competition any Tenderer who falls within one or more of the mandatory Exclusion Grounds in Regulation 57, and reserves the right to exclude a Tenderer to whom a discretionary Exclusion Ground pursuant to Regulation 57 applies. Where a Tenderer is a Tenderer Group, and a Tenderer Group Member falls within one or more of the mandatory Exclusion Grounds in Regulation 57, the Tenderer shall, subject to the provisions of Regulation 57 on self-cleaning, be excluded from the Competition.

Tenderers should note that, where a Tenderer is relying on the capacity of an Other Entity for the purposes of fulfilling any of the Minimum Requirements in section 6.3 below, it must ensure that each such Other Entity completes and submits a separate eESPD. If one or more of the mandatory Exclusion Grounds apply to such Other Entity (and where the Contracting Authority

is not satisfied with the reliability of the Other Entity by reference to the provisions of Regulation 57 on self-cleaning), the Contracting Authority shall require the Tenderer to replace the entity in question where permitted by applicable law.

Where a Tenderer intends to subcontract any share of the Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Minimum Requirements, it must ensure that each such Subcontractor submits a separate eESPD completing those sections of the eESPD which are specified in Section II.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of Exclusion Grounds and the fulfilment of the Minimum Requirements.

Tenderers are required to submit the Declaration of Personal Circumstances in the form included at Annex 1 to the Tender Response Document in accordance with the instructions set out therein.

The Contracting Authority reserves the right to ask Tenderers at any time during the Competition to submit any or all of the following for the purposes of the verification of the status of the Tenderer, a Tenderer Group Member, an Other Entity or Subcontractor:

- evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of an Exclusion Ground; and
- evidence to demonstrate fulfilment of the Minimum Requirements (or any one of them) where the evidence is not requested in the Tender Response Document.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate the absence of Exclusion Grounds (or its reliability despite the existence of an Exclusion Ground) and its fulfilment of the Minimum Requirements (or any one of them) in accordance with this CFT, it will be excluded from further participation in this Competition.

6.3 Phase 2 Minimum Requirements

Tenderers which have passed the completeness and compliance check in Phase 1 will proceed to have their Tenders assessed against the Minimum Requirements. The Minimum Requirements and the approach to evaluation of the Minimum Requirements is set out below.

6.3.1 Project Information (Approach to Evaluation: Information Only)

Each Tenderer must provide the Project Information specified in Section 3 of the Tender Response Document.

Where a Tenderer or a Tenderer Group Member or the Tenderer's proposed Building Contractor is unable to provide the information and/or documentation requested above for any valid reason, alternative evidence may be provided, provided that the alternative evidence has previously been proposed to the Contracting Authority via the Clarification and Query process in section 4.4 of this CFT and has been approved by the Contracting Authority for submission. The Contracting Authority shall not be obliged to accept such alternative evidence.

Failure to provide the specified information may result in elimination from the Competition.

6.3.2 Site Location Map (Approach to Evaluation: Information Only)

Each Tenderer must provide a site location map showing the location of the Project within the relevant Local Authority area. The site location map must be size A3, scale 1:1000, Ordnance Survey map or similar, with boundaries of the Site clearly marked in red.

Where the proposed Project is part of a larger scheme or development, the extent/boundaries of the Site should also be clearly marked on the site location map in a different colour.

Where a Tenderer or a Tenderer Group Member or the Tenderer's proposed Building Contractor is unable to provide the information and/or documentation requested above for any valid reason, alternative evidence may be provided, provided that the alternative evidence has previously been proposed to the Contracting Authority via the Clarification and Query process in section 4.4 of this CFT and has been approved by the Contracting Authority for submission. The Contracting Authority shall not be obliged to accept such alternative evidence.

Failure to provide the site location map as required may result in elimination from the Competition.

6.3.3 Planning Permission and other certificates (Approach to Evaluation: Information Only)

Each Tenderer must provide a copy of the Planning Permission granted in respect of its Project. The Tenderer is required to provide a copy of the complete Planning Application Information pack as part of the response to Quality Criteria 1 and 2 as set out later in this CFT.

Where available, a copy of the planning pre-commencement conditions as well as the Fire Safety Certificate and disability access certificate granted for the Project must be provided. Where applications in respect of such conditions or certificates have been made but not yet granted, then copies of the applications submitted must be provided.

At a minimum, a statement should be provided from the appropriate professionals confirming that the Project has been reviewed by them and that no material contraventions or issues exist which could result in the Project being deemed non-compliant with pre-commencement conditions and/or in a refusal of either/both of the Fire Safety Certificate and disability access certificate.

Where a Tenderer or a Tenderer Group Member or the Tenderer's proposed Building Contractor is unable to provide the information and/or documentation requested above for any valid reason, alternative evidence may be provided, provided that the alternative evidence has previously been proposed to the Contracting Authority via the Clarification and Query process in section 4.4 of this CFT and has been approved by the Contracting Authority for submission. The Contracting Authority shall not be obliged to accept such alternative evidence.

Failure to provide the information specified above may result in elimination from the Competition.

6.3.4 Housing Quality Assessment (Approach to Evaluation– Pass/Fail)

Each Tenderer must provide a completed Housing Quality Assessment proforma in respect of its Project.

A copy of the proforma has been included as Appendix 6 to this document – the proforma has been formatted such that the text boxes where the Tenderer is required to provide information have been highlighted with green font text.

Failure to provide the information specified above may result in elimination from the Competition.

6.3.5 Economic and Financial Standing (Approach to Evaluation – Pass/Fail)

The evaluation of economic and financial standing will focus on

- Tenderers (and where the Tenderer is a Tenderer Group, Tenderer Group Members); and
- The Tenderer's proposed Building Contractor.

Each Tenderer and the Tenderer's proposed Building Contractor must demonstrate that they are of sufficient financial standing to perform the Contract by providing the following information:

- Audited accounts and/or unqualified audit reports for each of the last three financial years (where the Tenderer is a Tenderer Group, all Tenderer Group Members must provide this information);
- Turnover

Turnover of Tenderer:

- Evidence of annual turnover in any two of the last three financial years of at least 80% of the value of the Tender Price (including VAT) proposed by the Tenderer (Example: if the Tender Price proposed is €50,000,000 (including VAT), annual turnover of €40,000,000 in any two of the last three financial years must be demonstrated by the Tenderer/Tenderer Group);

and in addition

- Evidence of a minimum annual turnover of €20,000,000 in any three of the last five financial years or alternately turnover of €70,000,000 in aggregate over the last five financial years preceding the submission of the Tender. The evidence

of satisfying this requirement must take the form of an auditor's letter confirming the above.

- Where the Tenderer is a Tenderer Group, the Tenderer Group Members may satisfy the turnover requirements in aggregate.

Note: the turnover relied upon to satisfy the above turnover requirements must derive from development/construction related works.

Turnover of Building Contractor:

- Evidence of annual turnover in any two of the last three financial years of at least 70% of the value of the Tender Price (including VAT) proposed by the Tenderer (Example: if the Tender Price proposed is €50,000,000 (including VAT), annual turnover of €35,000,000 in any two of the last three financial years must be demonstrated by the Building Contractor);

and in addition

- Evidence of a minimum annual turnover of €20,000,000 in any three of the last five financial years or alternately turnover of €70,000,000 in aggregate over the last five financial years preceding the submission of the Tender. The evidence should take the form of an auditor's letter confirming the above.

Note: the turnover relied upon to satisfy the above turnover requirements must derive from development/construction related works.

▪ **Certified Net Asset Value statement:**

- For both the Tenderer/Tenderer Group and the Building Contractor, this statement, from the respective auditors of the Tenderer/Tenderer Group and the Building Contractor, should demonstrate net assets greater than 10% of the value of the Tender Price (including VAT) proposed by the Tenderer as of a balance sheet within the six months prior to the Tender Submission Deadline.
- In the case of a Tenderer Group, the cumulative (combined) net asset values of the Tenderer Group Members should be greater than 10% of the value of the Tender Price (including VAT) proposed by the Tenderer Group as of balance sheets within the six months prior to the Tender Submission Deadline

▪ **Statement of Going Concern:**

- The statement should be from a Director of the Tenderer (or where the Tenderer is a Tenderer Group, a statement from a Director of each Tenderer Group Member) certifying that based on current financial evidence available, the Tenderer (or Tenderer Group Member as the case may be) is a going concern and has the financial capacity to:
 - Continue to trade as a going concern for at least the next 12 months; and
 - Fulfil the requirements of the Development Agreement.
- The above statement must also be provided by a Director of the proposed Building Contractor.

▪ **Letters of good standing:**

- Letters from the Tenderer's and the proposed Building Contractor's principal bankers dated within the 3 months prior to the Tender Submission Deadline

(where the Tenderer is a Tenderer Group, a letter of good standing must be provided in respect of each Tenderer Group Member).

- Confirmation that the Tenderer is able to provide or procure the provision of a performance bond by the proposed Building Contractor as more particularly described in the Development Agreement. This must be in the form of a letter from the Tenderer's proposed surety or the Building Contractor's proposed surety confirming that they will provide the performance bond on the terms set out above if the Tenderer is successful in the Competition and is to be awarded a Contract.
- Detailed statements in relation to existing funding facilities and commitments of the Tenderer or in the case of a Tenderer Group, documents relating to each Tenderer Group Member. In this respect, Tenderers (or Tenderer Group Members) are expected to provide details of existing funding and financing arrangements and existing commitments in respect of other current and planned developments where such information will not be contrary to disclosure requirements or similar.

Where a Tenderer or a Tenderer Group Member or the Tenderer's proposed Building Contractor is unable to provide the documentation requested above for any valid reason, alternative evidence may be provided, provided that the alternative evidence has previously been proposed to the Contracting Authority via the Clarification and Query process in section 4.4 of this CFT and has been approved by the Contracting Authority for submission. The Contracting Authority shall not be obliged to accept such alternative evidence.

Depending on the value and nature of the Project and the contracting structure proposed, the Contracting Authority may, prior to award and/or execution of a Contract, request additional financial information including, for example, management accounts, cashflow projections based on current and/or planned work in progress, aged creditor and debtors listings, parent company guarantees, etc, in order to get a more robust understanding of the financial position of the Tenderer and potential risk for the Contracting Authority. Further information is set out at section 7.2 of this CFT.

If a Tenderer or a Tenderer Group Member or the Tenderer's proposed Building Contractor is relying on the financial resources or capacity of an Other Entity (e.g., a parent company or a third party) to demonstrate that it has the necessary financial and economic standing to perform the Contract, this must be indicated, and **the information set out above must also be provided in respect of that Other Entity**. The Other Entity must also provide **a letter of support** in the form set out in Form 2 (Annex 1 to the Tender Response Document) indicating:

- that it will make its financial resources available to the Tenderer/Tenderer Group Member/proposed Building Contractor in the event that it is successful in this Competition and is awarded a Contract;
- that it will enter into a contractual commitment with the Contracting Authority or a guarantee in favour of the Contracting Authority in respect of such financial resources prior to any Contract being entered into.

The Tenderer and proposed Building Contractor will be evaluated separately.

The information provided in respect of each entity (i.e. the Tenderer and the proposed Building Contractor) will be evaluated "in the round" on a Pass/Fail basis. The entity in question will be awarded a Pass where in the opinion of the Contracting Authority, it demonstrates satisfactorily that it complies with the requirements set out above and is of sufficient financial standing to deliver the proposed Project.

Failure by one or both of the Tenderer and the proposed Building Contractor to achieve a Pass will result in elimination of the Tenderer from the Competition.

Failure to provide the information requested may result in elimination.

6.3.6 Technical and Professional Ability (Approach to Evaluation – Scored and minimum marks required)

A Tenderer must demonstrate that it has sufficient technical and professional ability to perform the Contract by providing evidence of developing and completing **five (5)** residential schemes within the last seven (7) years prior to the Tender Submission Deadline, which are similar in nature, scale and complexity to the Project proposed to be developed for the Contracting Authority. Responses must be provided using the template in the Tender Response Document and must demonstrate the following:

- five (5) residential schemes must have been developed and completed within the last seven (7) years prior to the Tender Submission Deadline;
- a minimum of three (3) of the five schemes must have been delivered by the proposed Developer (**Note:** Where there are two or more proposed Developers as part of the Tenderer Group, at least one (1) scheme must have been delivered by each proposed Developer);
- at least one (1) of the five schemes must have been delivered by the proposed Building Contractor (**Note:** Where the Project will be delivered as a self-build by the Developer (i.e., there will be no separate Building Contractor), then five schemes completed by the Developer must be provided); and
- all five schemes must have delivered a minimum of 40 units.

For the avoidance of doubt, failure to satisfy the above requirements will result in elimination of the Tender from the Competition.

The information provided for each scheme will be evaluated and scored in accordance with the scoring matrix below. Each scheme will be scored separately out of 100. A failure to achieve **a score of at least 50% for each of the five schemes** will result in elimination of the Tender from the Competition.

Score %	Indicator
0	No response at all or insufficient information provided in the response such that the scheme is not assessable.
1-29	Scheme bears little or no relation (in terms of nature, scale and complexity) to the Project which the Tenderer is proposing to develop for the Contracting Authority and/or reflects very poor experience.
30-49	Scheme bears limited relation (in terms of nature, scale and complexity) to the Project which the Tenderer is proposing to develop for the Contracting Authority and/or reflects poor/limited experience.

Score %	Indicator
50-69	Scheme bears some relation (in terms of nature, scale and complexity) to the Project which the Tenderer is proposing to develop for the Contracting Authority and/or reflects reasonable experience.
70-89	Scheme is similar (in terms of nature, scale and complexity) to the Project which the Tenderer is proposing to develop for the Contracting Authority and/or reflects good experience.
90-100	Scheme is very similar (in terms of nature, scale and complexity) to the Project which the Tenderer is proposing to develop for the Contracting Authority and/or reflects very good to excellent experience.

Scores awarded for the project examples will not be carried forward into the evaluation of the Award Criteria.

If a Tenderer is relying on the technical resources or capacity of an Other Entity (e.g., a parent company or other third party) to demonstrate that it has the necessary technical and professional ability to perform the Contract, this must be indicated, and the relevant information must be provided in respect of that Other Entity. The Other Entity must also provide a **letter of support** in the form set out in Form 2 (Annex 1 to the Tender Response Document) indicating:

- that it will make its technical resources available to the Tenderer in the event that the Tenderer is successful in this Competition and is awarded a Contract;
- that it will enter into a contractual commitment with, or a guarantee in favour of, the Contracting Authority in respect of such technical resources prior to any Contract being entered into.

6.4 Phase 3 Award Criteria

Where a Tenderer satisfies all of the Minimum Requirements set out above, that Tenderer shall proceed to have its Tender evaluated and scored in accordance with the following Award Criteria.

Where a Tenderer fails to meet one or more of the Minimum Requirements, its Tender will not be evaluated against the Award Criteria and it will be excluded from the Competition.

Quality **60% weighting**

Cost **40% weighting**

6.4.1 Quality Sub-Criteria

The Quality Sub-Criteria are set out below. The questions relating to the Quality Sub-Criteria are in the Tender Response Document at Appendix 1. Tenderers must answer all questions in the Tender Response Document. Tenderers should note that their responses to the questions will be incorporated into any Contract awarded to the Tenderer.

Quality Sub-Criteria	Maximum marks available	Minimum marks required
1. Design Quality of the Development	1600	800
2. Location of the Development	1600	800
3. Technical Specifications & Schedule of Finishes	1200	600
4. Programme for Delivery	800	400
5. Sustainability	800	400

Tenderers should note the minimum marks required associated with each sub-criterion. Failure to attain a minimum mark where specified will result in elimination from the Competition.

6.4.2 Scoring Methodology

Responses to each of the Quality Sub-Criteria questions in the Tender Response Document shall be scored in the round using the following scoring methodology. Tenderers should have regard to the below methodology when preparing their responses.

Score	Meaning	Description
86% to 100%	Excellent	An excellent response with no or very few minor weaknesses that demonstrates excellent understanding of the Contracting Authority's requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.
66% to 85%	Good	A good response with some minor weaknesses that demonstrates a good understanding of the Contracting Authority's requirements and provides assurance that the Tenderer will deliver to a good or high standard.
50% to 65%	Reasonable	A response with some weaknesses but which demonstrates a reasonable understanding of the Contracting Authority's requirements and gives assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.

Score	Meaning	Description
31% to 49%	Unacceptable/Fail	A response where reservations exist. Lacks full credibility/convincing detail, and/or fails to demonstrate adequate understanding of the Contracting Authority's requirements, and there is a significant risk of non-delivery.
0% to 30%	Fail	A response where serious reservations exist. This may be because, for example, no or insufficient detail is provided, the response has material flaws, there is a lack of understanding of the Contracting Authority's requirements or the response is seriously inadequate/seriously lacks credibility with a high risk of non-delivery.

The percentage score attained by a Tenderer for each response to the Quality Sub-Criteria questions shall multiplied by the Maximum Marks Available as set out above. Subject to attainment of the minimum marks required for each sub-criterion, marks will then be aggregated to produce a total score out of 6,000 for each Tenderer.

Tenderers' scores for each Quality sub-criterion will be rounded to the nearest whole number.

6.4.3 Evaluation of Responses to the Cost Sub-Criteria

Tenderers must provide their pricing proposals by completing in full and in accordance with any instructions therein the Pricing Summary & Schedule Document at Appendix 2.

Tenderers must not include zero pricing in their Pricing Summary & Schedule. Tenderers must not alter or insert additional items in the Pricing Summary & Schedule except where indicated.

All prices, costs and financial data included must be in euro (€). Prices must be inclusive of all costs, expenses, finance costs, inflation and indexation.

The VAT rates where applicable and any other applicable taxes, should be indicated separately in the Pricing Summary & Schedule.

Tenderers should note the Tender Validity Period set out at section 4.11.

The completed Pricing Summary & Schedule must be uploaded to eTenders.gov.ie as a separate package.

Each Tenderer's completed Pricing Summary & Schedule will be evaluated on the basis of the following sub-criteria:

Cost Sub-Criteria	Maximum Marks Available
Average Basic Construction Cost per Home	1600
Average Abnormals Cost per Home	800
Average Non-Construction Cost per Home	800
Average Site Cost per Home	800

These individual costs will be extracted from the completed Pricing Summary in the Pricing Summary & Schedule – (Totals A, B, C & D of the Pricing Summary).

These individual costs will then be assessed relative to the following average cost parameters (**Average Cost Parameters**) for the relevant Local Authority area. The Average Cost Parameters have been prepared using current internal and external cost data available to the Contracting Authority to assist in the evaluation of Tenderers' pricing proposals.

The Average Cost Parameters are inclusive of VAT.

Average Cost Parameter	Local Authority Region	
	Cork City	Cork County
Basic Construction Cost per Home Unit	€320,000	€305,000
Abnormals Cost per Home Unit	€35,000	€28,000
Non-Construction Cost per Home Unit	€33,000	€27,000
Site Cost per Home Unit	€42,000	€35,000

The relevant sub-criterion will be assessed based on the level of deviation from the related Average Cost Parameter figure in accordance with the following matrix:

Score (Proportion of Marks Available)	Deviation (+/-) from Average Cost Parameter Figure
100%	-40% or more
86% to 99%	-20% to -39%
61% to 85%	-19% to 0%
46% to 60%	+1% to +19%

Score (Proportion of Marks Available)	Deviation (+/-) from Average Cost Parameter Figure
31% to 45%	+20% to +29%
16% to 30%	+30% to +39%
1% to 15%	+40% to +49%
0%	+50%+

The formula used for the calculation of the score for each sub-criterion is as follows:

$$S = M * (((U + L) / 100 / 2) - (((U - L) / 100 / 2)) * (D / W / 100))$$

Where: S = Score Achieved for Sub-Criterion

M = Sub-Criterion Maximum Marks Available

U = Upper Limit of Applicable Score Band

L = Lower Limit of Applicable Score Band

D = % Difference from Average Cost Parameter Figure

W = % Difference between Upper and Lower Limit of Applicable Deviation Band

Some worked examples of the evaluation calculations have been included at Appendix 5; the figures included in the worked examples are solely for illustration purposes and should not be taken as establishing any target or guideline for any of the Average Cost Parameters or Cost sub-criteria.

Tenderers' scores for each Cost sub-criterion will be calculated to 2 decimal places.

The score for each sub-criterion calculated using the above formula shall be aggregated to produce a total score out of 4,000 marks for Cost.

If, in the Contracting Authority's opinion, a tendered sum or percentage is abnormally low, the Contracting Authority will require the Tenderer to provide further written details of the constituent elements of the overall tendered sum or percentage or any other information which the Contracting Authority considers relevant. Any failure to provide such information, where requested, may lead to exclusion of the Tenderer from the Competition. If, having considered the information provided, the Contracting Authority is of the view that either the overall tendered sum is abnormally low or any tendered sum or percentage is abnormally low, the Contracting Authority may reject the tender.

6.5 Finalising Scores

The scores awarded to each Tenderer for the Quality and Cost Award Criteria will be aggregated to produce a final score out of 10,000 marks, and Tenderers will then be ranked from highest to lowest.

Subject to the provisions of section 7, the Contracting Authority intends to procure up to one Project which satisfies the requirements of this CFT. However, the Contracting Authority reserves the right to award fewer than one Contract in circumstances where there is a lack of demand and/or funding is unavailable.

The Contracting Authority also reserves the right to award more than one Contract where there is a minimal difference (i.e. a difference of 250 marks or less) in the overall scores between the first-ranked Tenderer and the next ranked Tenderer where, as noted above, demand and funding availability permit.

6.6 Feedback and Standstill Period

The Contracting Authority shall provide feedback to the unsuccessful Tenderers on their Tenders. Please note that if a Tenderer is successful in the Competition, its pricing may be disclosed to unsuccessful Tenderers as part of the feedback given to them by the Contracting Authority and every Tenderer accepts this irrevocably.

The Contracting Authority shall notify Tenderers of the outcome of the Competition. A standstill period shall commence the day after notification of the award decision is sent. Where the notification is sent by electronic means, the standstill period shall be 14 calendar days.

7 PROCESS TO CONTRACT AWARD

The successful (“preferred”) Tenderer/s identified following the evaluation of Tenders as set out in section 6 of this CFT, will be required to engage in a due diligence process with the Contracting Authority as more particularly described below and to satisfy the additional requirements set out herein. Failure to provide any information when requested by the Contracting Authority and within the time frame specified by the Contracting Authority may lead to the rejection of the Tender.

Tenderers should note that the Contracting Authority reserves the right not to award a Contract to a successful Tenderer in the event that one or more of the due diligence exercises referenced below renders results unsatisfactory to the Contracting Authority and/or its’ Funder(s).

Tenderers should also note the conditions set out below in relation to funding. **No Contract will be awarded to any successful Tenderer without funding approval from the Contracting Authority's Funder(s).**

7.1 Legal Due Diligence

It will be a condition of the award of any Contract that the legal representatives of the Contracting Authority and its Funder(s):

- are satisfied that a preferred Tenderer has Good and Marketable Title to the proposed Site for the purpose of delivering the Project (this will include but not be limited to all appropriate means of access thereto, connection to all required services, and confirmation that where a third party has security over the Site (or any part of it), such security shall be released in accordance with the terms of the Contract for Sale);
- have no objection to the form of Contract for Sale of the Site proposed by a preferred Tenderer’s solicitors (which shall be substantially based on the form set out in Appendix 4 to this CFT with appropriate project and title-specific amendments);
- are satisfied that a preferred Tenderer has the requisite Planning Permission and statutory consents and that the preferred Tenderer has confirmed that any conditions contained in the Planning Permission are capable of being complied with in full by the preferred Tenderer;
- are satisfied that a preferred Tenderer has the Required Insurances;
- are satisfied that a preferred Tenderer has the performance bond, LDI, collateral warranties and appropriate supporting documents from construction counterparties as more particularly specified in the Development Agreement;
- are satisfied that all other pre-conditions as specified in the Development Agreement can or will be complied with in full in accordance with the terms of the Development Agreement.

7.2 Financial Due Diligence

It will be a condition of the award of any Contract that a financial due diligence exercise conducted by internal resources or by an independent financial consultancy renders results satisfactory to the Contracting Authority and its Funders. Prior to the signing of any Contract with any preferred Tenderer, the Contracting Authority reserves the right to re-run all of the tests as to economic and financial standing as set out in section 6.3 herein and request updated and more detailed documents by way of evidence of meeting the requirements as to economic and financial standing. The purpose of this assessment is to demonstrate, to the Contracting Authority's and its Funders' satisfaction, the continued financial capacity of each successful Tenderer to meet all financial requirements and contingencies that might arise from undertaking the Project. Where the Contracting Authority, at its absolute discretion, considers that there has been a significant degradation or reduction in the financial capacity of the successful Tenderer in question, the Contracting Authority reserves the right to seek additional assurances/mitigations up to and including a right not to award a Contract to that Tenderer.

7.3 Funding and Security Requirements

As specified in the Contract for Sale, it will be a condition of the award of any Contract to a preferred Tenderer that for social homes, the Contracting Authority obtains appropriate funding approval for the Project from:

- (i) the Department of Housing, Local Government and Heritage for a capital advance agreement and a payment and availability agreement; and
- (ii) loan approval from the HFA or other third-party funder;

and that for cost rental homes, the Contracting Authority obtains appropriate funding approval for the Project from:

- (i) the Housing Agency for a cost rental equity loan; and
- (ii) loan approval from the HFA or other third-party funder.

Furthermore, award of a Contract is subject to the Contracting Authority

- (i) being satisfied with the material conditions contained in such approvals (such as the valuations, interest rate and level of funding);
- (ii) being in a position to satisfy the security requirements of the relevant Funder; and
- (iii) being capable of complying with the covenants therein and the requirements of each of the legal representatives of the Funders, in order to draw down all funding required.

7.4 Technical Due Diligence (TDD)

Prior to award of any Contract, the Contracting Authority reserves the right to carry out a process of technical due diligence to ensure detailed alignment of the Project with the requirements of this CFT and the commitments made by a preferred Tenderer in its Tender.

In particular, the Contracting Authority will check that the information submitted as part of any technical due diligence process complies with the preferred Tenderer's Tender, and that there is no dilution of or deviation from the commitments given in its Tender.

7.5 Tax Clearance

It will be a condition of the award of any Contract that the successful Tenderers (and if the successful Tenderer is a Tenderer Group, each member of the Tenderer Group) provide their Tax Clearance Access Numbers and Tax Reference Numbers to facilitate online verification of tax status by the Contracting Authority, or in the case of a non-resident, a statement from the Revenue Commissioners in Ireland confirming suitability on tax grounds. By supplying these numbers, the successful Tenderers acknowledge and agree that the Contracting

Authority has their permission to verify their tax clearance position online.

7.6 Other Entity Guarantee

It will be a condition of the award of any Contract that, where a successful Tenderer is relying on the capacity or resources of an Other Entity, including a parent company, that Other Entity provides a guarantee, in a form approved by the Contracting Authority, in favour of the Contracting Authority in respect of that capacity or those resources. The form of any guarantee must be approved by the Contracting Authority in advance of it being entered into.

7.7 Social Need

It will be a condition of the award of any Contract that the local authority responsible for the area in which the Project will be located confirms in writing to the Contracting Authority that there is a demand for social residential schemes and if applicable, social and cost rental residential schemes in the proposed area.

In addition, prior to the execution of the Contract, the Part V requirements in the Planning Permission for the Project must have been agreed with the Local Authority and/or their authorised representatives and confirmed in writing to the satisfaction of the Contracting Authority.

7.8 Pricing Document

It will be a condition of the award of any Contract that a successful Tenderer provides the Contracting Authority with a detailed pricing document substantially measured in accordance with the Agreed Rules of Measurement 5 (ARM 5). **This pricing document must align with the Pricing Summary & Schedule submitted as part of a Tenderer's Tender.** The pricing document will be reviewed by an independent chartered quantity surveyor to determine if the tendered rates are consistent and balanced. The purpose of the pricing document is to determine the total value of the work duly executed under the payment clause of the Development Agreement and other related provisions regarding valuation of the Works.

7.9 Other necessary due diligence

The Contracting Authority reserves the right to carry out any other or additional due diligence which it considers necessary prior to the award of any Contract.

7.10 Award

Any notification of "preferred Tenderer" or "successful Tenderer" status shall not give rise to any enforceable rights. The Contracting Authority is not bound to award a Contract to any preferred Tenderer.

Provided that:

- there is no legal challenge to the conduct of the Competition or the award of a Contract to a preferred Tenderer;
- the due diligence exercises and other conditions set out herein are satisfied;
- all pre-contract enquiries in relation to title and final due diligence (legal, financial and technical) conducted by the Contracting Authority render results satisfactory to the Contracting Authority (and where relevant, its Funder/s); and
- the Contracting Authority is otherwise content to proceed;

the Contracting Authority may enter into a Contract with a preferred Tenderer.

If one or more of the matters referred to above are not achieved, the Contracting Authority reserves the right to eliminate the preferred Tenderer in question from the Competition and to seek to award a Contract to the next highest scoring Tenderer who has not already been offered a Contract.

APPENDIX 1

Tender Response Document

[Also Provided Separately in Soft Copy for completion by Tenderer]

CALL FOR TENDERS (CFT) FOR THE PROVISION OF SOCIAL RESIDENTIAL AND SOCIAL AND COST RENTAL RESIDENTIAL HOUSING SCHEMES IN LOCAL AUTHORITY AREAS WITHIN THE CORK CITY & COUNTY REGION (40 to 100 UNITS)

TENDER RESPONSE DOCUMENT

This document must be completed and submitted in accordance with the requirements specified herein and in the CFT. The responses in this document will be evaluated in accordance with the methodology set out in the CFT.

SECTION 1

TENDERER NAME		
TENDERER SUMMARY/CORPORATE INFORMATION		
For information only – not evaluated		
<i>Where the Tenderer is a Tenderer Group, Section (a) <u>must be completed in respect of each Tenderer Group Member.</u></i>		
<i>Failure to provide the specified information in this Section 1 may result in elimination from the Competition.</i>		
(a) Corporate Information		
Full Company Name (full legal name)		
Previous Name (if applicable)		
Incorporated under the laws of [please identify country of incorporation]		
Company Registration Number		
Registered Address/Registered Office		
Contact details	Name	
	Position	
	Address	
	Telephone Office	
	Telephone Mobile	
	Email	
Legal Status (Company/Partnership/Sole Trader/Tenderer Group, etc)		

Main business		
Parent company (if any)		
Beneficial ownership (if applicable)		
Date of establishment		
b) Tenderer Groups ¹		
Where the Tenderer is a Tenderer Group, Section (b) must be completed by <u>the Lead Member</u> .		
The Tenderer is a Group:		Yes? _____ (if Yes, complete the rest of this section 1(b)) No? _____
Please identify the <u>Lead Member</u> for the Tenderer Group, including named contact, organisation, contact details (position; mobile no.; email)		
Please also provide the following information:	Name and Address	Proposed Role
Tenderer Group Member #1		
Tenderer Group Member #2		
[Add More Rows if necessary]		
Please confirm that a <u>separate Section (a)</u> is enclosed for each Tenderer Group Member		Confirm if enclosed: Yes / No _____
c) Building Contractor		
Please identify the proposed Building Contractor below:		
Name		
Please specify whether the Building Contractor is a Tenderer Group Member ² or a subcontractor:		
Please confirm that a <u>separate Section (a)</u> is enclosed for the Building Contractor		Confirm if enclosed: Yes / No _____

¹ **Note to Tenderers:** Refer to Section 4.6 of the CFT, noting in particular the meaning of Tenderer Group Member.

² **Note to Tenderers:** See footnote above.

d) Relying on Resources of Other Entities³

Where the Tenderer is a Tenderer Group, Section (d) must be completed by the Lead Member.

Is the Tenderer (or any member of a Tenderer Group) relying on an Other Entity (e.g. a parent company or third party)?		Yes? _____ (if Yes, complete the rest of this section 1(d)) No? _____
Please provide the following information:	Name and Address	Requirements third party is being relied upon to satisfy
Other Entity #1		
Other Entity #2		
[Add More Rows if necessary]		
Please confirm that a <u>separate Section (a)</u> is enclosed for each Other Entity		Confirm if enclosed: Yes / No _____
Please confirm that a <u>letter of support in the form attached at Annex 1</u> is enclosed for each Other Entity		Confirm if enclosed: Yes / No _____ <i>[Insert File Name/Reference, where applicable]</i>

Organisational Chart

For information only – not evaluated

An organisational chart showing the proposed structure of the Tenderer (including all Tenderer Group Members and Other Entities and their respective roles) must be provided	Please confirm that the required org chart is enclosed: Yes / No _____ [Insert File Name/Reference]
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³ **Note to Tenderers:** Refer to Section 4.7 of the CFT.

eESPD(s) and Declaration(s) as to Personal Circumstances	
Refer to section 6.2 of the CFT for the approach to evaluation.	
Completed eESPDs must be uploaded to eTenders for the Tenderer (and where relevant, each Tenderer Group Member / the Building Contractor / each Other Entity)	Please confirm that the required eESPDs have been uploaded: Yes / No _____ <i>[Insert File Name/Reference]</i>
Declaration of Personal Circumstances (Form 1, Annex 1) for each entity completing the eESPD must be provided	Please confirm that the required Declarations have been provided Yes / No _____ <i>[Insert File Name/Reference]</i>

SECTION 2 - MINIMUM PROJECT REQUIREMENTS

Please refer to section 3.2 of the CFT for more information.

Statement of Compliance with Minimum Project Requirements

We confirm that our Project meets the following requirements:

- It has a minimum of 40 Homes and a maximum of 100 Homes;
- We have obtained a final grant of Planning Permission by the Tender Submission Deadline (as specified in the CFT);
- Our Project is capable of complying with the conditions of the relevant Planning Permission;
- Our Project complies with the relevant Local Authority Development Plan and Housing Delivery Action Plan;
- Our Project meets the identified social housing needs of the relevant Local Authority;
- Our Project complies with the Respond Documents;
- Our Project is capable of connection to primary power, water, surface water and foul sewage and similar services;
- Our Project is close to Primary Services (as defined in the CFT) and has access to appropriate Public Services (as defined in the CFT);
- Our Project complies with all relevant housing guidelines and guidance issued by the Department of Housing, Local Government and Heritage, as more particularly described in Schedule 3A of the Development Agreement.

Tenderers whose Project does not meet these Minimum Project Requirements will not be eligible for the award of a Contract and will be eliminated from the Competition.

THIS STATEMENT MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER (OR WHERE THE TENDERER IS A GROUP, BY A DULY AUTHORISED OFFICER OF THE LEAD MEMBER)

Signature		Date	
Print Name			
Company			

SECTION 3 - MINIMUM REQUIREMENTS

Please refer to section 6.3 of the CFT for more information.

Italicised text in the tables below is provided to identify specific requirements and should be deleted/overwritten when completing.

PROJECT INFORMATION	
Approach to Evaluation: Information only Please provide the information specified below. Failure to provide the specified information may result in elimination from the Competition.	
Project Name	<i>[Development Name – ideally as agreed with Local Authority]</i>
Address	
Name of Local Authority	
No of Homes	
No of Homes to be acquired by Respond⁴	
Breakdown of Homes to be acquired by Respond	<i>[Insert Number of Homes with breakdown of Tenures and Mix (Houses, Duplex, Apartments, etc) per Tenure]</i>
Project Image	<i>[Include key image of development; CGI preferable if available <u>or</u> confirm File Name if provided separately]</i>
Website, FTP or similar Site	<i>[Include details if available]</i>

SITE LOCATION MAP	
Approach to Evaluation: Information only Please provide a site location map showing the location of the Project within the relevant Local Authority area. The site location map must be size A3, scale 1:1000, Ordnance Survey map or similar, with boundaries of the Site clearly marked in red. Where the proposed Project is part of a larger scheme or development, the extent/boundaries of the Site should also be clearly marked on the site location map in a different colour. Failure to provide the site location map as required may result in elimination from the Competition.	
Please confirm that the required site location map has been uploaded	Yes / No _____ <i>[Insert File Name/Reference]</i>

⁴ **Note to Tenderers:** Must be a minimum of 40 Homes and a maximum of 100 Homes.

PLANNING PERMISSION AND OTHER CERTIFICATES

Approach to Evaluation: Information only

Please complete the table below and provide a copy of the Planning Permission granted in respect of the Project.

Where available, a copy of the planning pre-commencement conditions as well as the Fire Safety Certificate and disability access certificate must be provided. Where applications have been made in respect of such conditions or certificates but not yet granted, copies of the applications submitted must be provided.

At a minimum, a statement should be provided from the appropriate professionals confirming that the Project has been reviewed by them and that no material contraventions or issues exist which could result in the Project being deemed non-compliant with pre-commencement conditions and/or in a refusal of either/both of the Fire Safety Certificate and disability access certificate.

Failure to provide the information specified may result in elimination from the Competition.

Local Authority Region	
Planning File Ref. No.	
Date of Grant of Planning Permission	
Date of Expiry of Grant of Planning Permission	
Please provide a copy of the Full Planning Application Information Pack including any further information or similar responses submitted⁵	Confirm if enclosed: Yes / No _____ <i>[Insert File Name/Reference]</i>
Part V Requirements	<i>[Include details if available; include details of any discussions/agreements with Local Authority]</i> <i>[Confirm File Name/Reference, where applicable]</i>
Please confirm that the required grant of Planning Permission has been uploaded and specify File Name/Reference	Yes / No _____ <i>[Insert File Name/Reference]</i>
Please confirm that a copy of the planning pre-commencement conditions (or alternative information specified above) has been uploaded and specify File Name/Reference	Yes / No _____ <i>[Insert File Name/Reference, where applicable]</i>

⁵ **Note to Tenderers:** A copy of the Full Planning Application Information Pack is to be submitted to support the Tenderer's response to Quality Criteria 1 & 2 as set out later in this Tender Response Document and this information will be referenced in the evaluation of the Quality Criteria

Please confirm that the required Fire Safety Certificate (or alternative information specified above) has been uploaded and specify File Name/Reference	Yes / No _____ <i>[Insert File Name/Reference, where applicable]</i>
Please confirm that the required disability access certificate (or alternative information specified above) has been uploaded and specify File Name/Reference	Yes / No _____ <i>[Insert File Name/Reference, where applicable]</i>
Please provide a copy of all other documents submitted/approved in respect of the Certificates outlined above	Confirm if enclosed: Yes / No _____ <i>[Insert File Name/Reference, where applicable]</i>
Please confirm that the Statement from the appropriate professionals confirming that the Project has been reviewed by them and that no material contraventions or issues exist has been uploaded and specify File Name/Reference	Confirm if enclosed: Yes / No _____ <i>[Insert File Name/Reference, where applicable]</i>

HOUSING QUALITY ASSESSMENT REPORT

Approach to Evaluation: Information only

Please provide a completed Housing Quality Assessment proforma summarising the key information regarding the proposed project. The proforma is included as Appendix 6 to this CFT pack and has been formatted such that the Tenderers are required to insert text in the boxes where Green font text is indicated.

Failure to provide the completed Housing Quality Assessment report as required may result in elimination from the Competition.

Please confirm that the required completed Housing Quality Assessment proforma has been uploaded	Confirm if enclosed: Yes / No _____ <i>[Insert File Name/Reference]</i>
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ECONOMIC AND FINANCIAL STANDING

Please refer to Section 6.3 of the CFT for precise details of requirements and approach to evaluation.

This is a Pass/Fail criterion.

Please provide the information below. Where it is not possible to provide the documentation requested for any valid reason, alternative evidence may be provided, provided that the alternative evidence has previously been proposed to the Contracting Authority via the Clarification and Query process in section 4.4 of this CFT and has been approved by the Contracting Authority for submission. The Contracting Authority shall not be obliged to accept such alternative evidence.

Audited Accounts and/or Unqualified Audit Reports for each of the last 3 financial years

*This information must be provided in respect of the Tenderer (and Tenderer Group Members where applicable) **and** in respect of the proposed Building Contractor.*

Where the Tenderer or a Tenderer Group Member or the Tenderer's proposed Building Contractor is relying on the financial resources of an Other Entity (e.g., a parent company or a third party) to demonstrate that it has the necessary financial and economic standing to perform the Contract, the information set out above must also be provided in respect of that Other Entity.

Confirm name of entities for whom the above information is provided	
---	--

Confirm all required information is enclosed	Yes/No
--	--------

Confirm File Name/Reference	
-----------------------------	--

Turnover Information

*This information must be provided in respect of the Tenderer (and Tenderer Group Members where applicable) **and** in respect of the proposed Building Contractor.*

Where the Tenderer or a Tenderer Group Member or the Tenderer's proposed Building Contractor is relying on the financial resources of an Other Entity (e.g., a parent company or a third party) to demonstrate that it has the necessary financial and economic standing to perform the Contract, the required information must also be provided in respect of that Other Entity.

Please replicate the text boxes below as necessary.

Annual Turnover for [insert name of entity]

Year	20[]	20[]	20[]
Month End (e.g. July)			
Annual Turnover €			

Auditor's letter confirming minimum annual turnover of €20,000,000 in any three of the last 5 financial years OR turnover of €70,000,000 in aggregate over the last five financial years

[Please confirm File Name/Reference]

Confirm if enclosed:

Yes / No _____

[Insert File Name/Reference]

Confirm turnover stated above is derived from development / construction-related works	Yes/No
Net Asset Value, Statement of Going Concern, Letters of Good Standing, etc <i>This information must be provided in respect of the Tenderer (and Tenderer Group Members where applicable) and in respect of the proposed Building Contractor.</i> <i>Where the Tenderer or a Tenderer Group Member or the Tenderer's proposed Building Contractor is relying on the financial resources of an Other Entity (e.g., a parent company or a third party) to demonstrate that it has the necessary financial and economic standing to perform the Contract, the required information must also be provided in respect of that Other Entity.</i>	
Certified Net Asset Value Statement/s demonstrating net assets greater than 10% of the value of the Tender Price (including VAT) proposed by the Tenderer as of a balance sheet within the six months prior to the Tender Submission Deadline. In the case of a Tenderer Group, the cumulative (combined) net asset values of the Tenderer Group Members should be greater than 10% of the value of the Tender Price (including VAT) proposed by the Tenderer Group as of balance sheets within the six months prior to the Tender Submission Deadline. All as described in CFT Document.	
Confirm names of entities for whom the above information is provided	
Confirm all required information is enclosed:	Yes / No _____
Please confirm File Name/Reference	[Insert File Name/Reference]
Statement/s of Going Concern by Director as described in CFT Document.	
Confirm names of entities for whom the above information is provided	
Confirm all required information is enclosed:	Yes / No _____
Please confirm File Name/Reference	[Insert File Name/Reference]
Letter/s of Good Standing from principal Banker dated within the 3 months prior to the Tender Submission Deadline as described in CFT Document.	
Confirm names of entities for whom the above information is provided	
Confirm all required information is enclosed:	Yes / No _____
Please confirm File Name/Reference	[Insert File Name/Reference]

Confirmation of ability to procure Performance Bond as described in the CFT Document.	
Confirm names of entities for whom the above information is provided	
Confirm all required information is enclosed:	Yes / No _____
Please confirm File Name/Reference	<i>[Insert File Name/Reference]</i>
Detailed statement of funding facilities and commitments as described in the CFT Document.	
Confirm names of entities for whom the above information is provided	
Confirm all required information is enclosed:	Yes / No _____
Please confirm File Name/Reference	<i>[Insert File Name/Reference]</i>

TECHNICAL AND PROFESSIONAL ABILITY

Please refer to section 6.3 of the CFT for information on the requirements and approach to evaluation.

This is a scored criterion.

Tenderers must demonstrate that they have successfully developed and completed **five (5)** residential schemes within the last seven (7) years prior to the Tender Submission Deadline which are similar in nature, scale and complexity to the Project proposed to be developed for the Contracting Authority.

Responses must demonstrate the following:

- five (5) residential schemes must have been developed and completed within the last seven (7) years prior to the Tender Submission Deadline;
- a minimum of three (3) of the five schemes must have been delivered by the proposed Developer (**Note:** Where there are two or more proposed Developers as part of the Tenderer Group, at least one (1) scheme must have been delivered by each proposed Developer);
- at least one (1) of the five schemes must have been delivered by the proposed Building Contractor (**Note:** Where the Project will be delivered as a self-build by the Developer (i.e., there will be no separate Building Contractor), then five schemes completed by the Developer must be provided); and
- all five schemes must have delivered a minimum of 40 Homes.

Tenderers should note that the Contracting Authority may contact the referees identified below for verification purposes without prior notice to Tenderers.

Reference Project # [insert number e.g. 1,2,3,4,5] ⁶	
Entity who Delivered the Reference Project	
Role – Developer or Building Contractor	
Name and Full Address of Reference Project	
Total Number of Homes Delivered (must be a minimum of 200 units)	
Types of Homes Delivered (house types, apartments, etc)	
Value of the Contract	
Outline of Architectural specification, materials and finishes	
Photographs of Finished Homes – internal & external	[Please confirm File Name/Reference]
Name of Employer/Client/End User of Reference Project	

⁶ **Note to Tenderers:** Please replicate the table for each of the five (5) schemes.

Contact Number & Email of Employer/Client/End User	
Details of Parties Delivering the Reference Project (developer, building contractor, design team members, Assigned Certifier, Project Supervisor Design Phase (PSDP), Project Supervisor Construction Stage (PSCS) and Fire Safety Consultant)	
Date of Commencement of Construction	
Date of Practical Completion	
BER Rating Achieved	
Describe how the reference project is similar in scale, nature and complexity to the Project proposed to be delivered for the Contracting Authority. The response should be limited to two A4 pages in Arial 10 font.	
<i>[Insert response here]</i>	

SECTION 4 - QUALITY SUB-CRITERIA

Please refer to section 6.4 of the CFT for information on the approach to evaluation of the Quality Sub-Criteria.

1. Design Quality of the Development – 1600 marks (Minimum mark required – 800 marks)

Respond's vision is that every individual in Ireland will have high quality housing as part of a vibrant community that meets their needs throughout their lifetime. Respond's design vision incorporates the principle of designing for longevity and future proofing for communities through Placemaking, reflecting Respond's core values in every project and embedding Respond's design approach, vision and aspirations.

With reference to the Respond Design Guide and the Respond Requirements documents, please describe how your proposed Project, development and design quality proposals reflect this vision and context.

Your response should address the following aspects of the Design Guide with respect to the proposed Project:

- Sustainable Communities;
- Placemaking;
- Transport;
- Designing Good Homes;
- Supporting Communities;
- Asset Management; and
- Value for Money

A page limit of either 6 No ISO A4 pages OR 3 No ISO A3 pages has been set for the response which includes for any graphics, photographs, diagrams or the like. Pages/text in excess of these limits will be ignored for assessment purposes. Please use Arial font 10.

Please also provide the information set out in Form 3 (Schedule of Minimum Design Information) at Annex 1. This information is to be provided in addition to the information requested above and is not covered by the page limit set out. In particular, the site and general arrangement plans, elevations and layouts of the units within the development together with the Design Statement included within the Planning Application Information will be of relevance and this information will be used in the evaluation of the response to this criterion.

The response to this question will be evaluated in the round using the scoring matrix at section 6.4 of the CFT and will take into consideration how the proposed Project aligns with Respond's objectives as set out in the Respond Design Guide and the Respond Requirements.

[Please insert your response below]

2. Location of the Development – 1600 marks (Minimum mark required – 800 marks)

Respond's vision incorporates the principles of urban design, healthy placemaking and supporting communities to access physical and social infrastructure such as community buildings, creches, healthcare, retail outlets and other amenities.

With reference to the Respond Design Guide and the Respond Requirements, please describe how your proposed Project and its location is aligned with Respond's vision, with particular reference to the availability of suitable physical and social infrastructure and services within the locality.

Your response should address the following aspects with respect to the proposed Project:

- Location of the proposed development including, in particular, any interdependencies with neighbouring sites/infrastructure not transferring as part of this Tender;
- Proximity and adjacency of Primary Services and Public Services (as defined in the CFT), with details of proposed and planned upgrades to Primary Services and Public Services;
- Transport routes and connections with details of proposed and planned upgrades to same; and
- Local Area Development including:
 - Details of other similar developments in locality – including other social, affordable and cost rental schemes completed and planned for area;
 - Details of public housing providers and other providers' schemes – both complete and planned; and
 - Demand in area – consideration of location risk analysis and evidence of housing need and demand in area.

A page limit of either 6 No ISO A4 pages OR 3 No ISO A3 pages has been set for the response which includes for any graphics, photographs, diagrams or the like. Pages/text in excess of these limits will be ignored for assessment purposes. Please use Arial font 10.

As part of your response please also provide:

- the information set out in Form 3 (Schedule of Minimum Design Information) at Annex 1. This information is to be provided in addition to the information requested above and is not covered by the page limit set out. In particular, the site and landscaping plans and similar information provided within the Planning Application Information in respect of infrastructural elements within and adjacent to the development will be of relevance and this information will be used in the evaluation of the response to this criterion; and
- a 15-Minute Map for the proposed Project as per Form 4 (15 Minute Map - How to Guide) at Annex 1 of this Tender Response Document. The 15-Minute Map should be based on acceptable mapping tools such as Google Maps, Ordnance Survey or similar for consistency and accuracy. The page limit above does not include for the 15-Minute Map document which is in addition to the page limit specified;. The information included in this 15-minute map will be used in the evaluation of the response to this criterion.

The response to this question will be evaluated in the round using the scoring matrix at section 6.4 of the CFT and will take into consideration how the proposed Project aligns with Respond's objectives as set out in the Respond Design Guide and the Respond Requirements].

[Please insert your response below]

3. Technical Specifications & Schedule of Finishes 1200 marks (Minimum mark required – 600 marks)

Respond is committed to delivering high-quality energy-efficient homes that meet or exceed statutory requirements and internal design standards.

With reference to the aspirations of the Respond Design Guide and the specifications in the Respond Requirements, please describe how your proposed Project and the specification and finishes proposals align with the above commitment and requirements of Respond.

Your response should address the following aspects with respect to the proposed Project:

- Compliance with the specification requirements set out in the Respond Requirements;
- Building & Energy Performance;
- NZEB Compliance;
- Structural system and construction approach;
- Internal & External Finishes;
- Landscape and Boundary Treatments; and
- Asset Management and Life Cycle Considerations

A page limit of 4 No ISO A4 pages OR 2 No ISO A3 pages has been set for the response which includes for any graphics, photographs, diagrams or the like. Pages/text in excess of this limit will be ignored for assessment purposes. Please use Arial font 10.

Tenderers must **also** complete Form 5 (Specification Document) included in Annex 1 to this Tender Response Document. This information is to be provided in addition to the information requested above and is not covered by the page limit set out. Tenderers should note that the Specification Document must be completed in full and that if successful in the Competition, Tenderers will be required to deliver the Project in accordance with the tendered Specification Document. The information included in this Specification Document will be used in the evaluation of the response to this criterion.

The response to this question will be evaluated in the round using the scoring matrix at section 6.4 of the CFT and will take into consideration how the proposed Project aligns with Respond's objectives as set out in the Respond Design Guide and Respond Requirements.

[Please insert your response below]

4. Programme for Delivery 800 marks (Minimum mark required – 400 marks)

Please provide a programme (in Microsoft project format or similar) showing the timescales involved in developing the Project including key stages, dependencies, critical path, proposed project duration and potential completion date(s). Please indicate general durations/timeframes and when the Project is projected to reach Practical Completion.

The projected Date for Completion must be specified in the Programme – it is acknowledged that this date will ultimately be adjusted to accommodate the actual execution date of the Development Agreement which will be impacted by internal approvals and external funding processes. Please note that Respond will not accept later changes to the overall project duration as indicated in this programme.

In particular, allowance should be included in the programme for HFA shutdowns in respect of handovers sequences and the impact of same; details of HFA shutdown periods are included in the draft Development Agreement.

No page limit has been set for the programme.

Please also describe your proposed approach to the successful delivery of the Project. Your response should address the following aspects with respect to the proposed Project:

- Overall Programme Timeline – clear milestones, critical path identification, target Date for Completion(s);
- Buildability - including construction methodology, sequencing and site logistics to minimise delays and disruption;
- Supply Chain and Sub-Contractor Strategy – key partners and suppliers including demonstration of capacity and experience;
- Phasing Proposals – where relevant, how phased/sectional handovers could support early occupation or reduce operational risk; and
- Key Project Risks – identification of key project risks and proposed mitigation measures to eliminate/minimise impact. A key risk consideration will be the level of Part V negotiations undertaken with the relevant local authority.

A page limit of 4 No ISO A4 pages OR 2 No ISO A3 pages has been set for this element of the response which includes for any graphics, photographs, diagrams or the like. Pages/text in excess of this limit will be ignored for assessment purposes. Please use Arial font 10.

Tenderers should note that a more detailed and comprehensive building programme for the construction of the Works is to be provided by the Developer/s to Respond in accordance with the terms of the Development Agreement.

The response to this question will be evaluated in the round using the scoring matrix at section 6.4 of the CFT. Tenderers should note that higher marks may be awarded for Projects which are considered to be more advanced and more “shovel ready” in terms of earlier commencement and completion.

[Please insert your response below]

5. Sustainability - 800 marks (Minimum mark required – 400 marks)

Respond is committed to building homes that are sustainable in design, construction, energy use and social impact. Please describe how your development and design proposals align with this commitment and the aspirations set out in the Respond Design Guide.

Your response should address the following aspects with respect to the proposed Project:

- Sustainable construction practices;
- Biodiversity enhancement;
- Low-carbon and energy-efficient design; and
- Whole-life cost and maintainability

and should include information on how the above aspects have been incorporated into the proposed project and other completed projects.

A page limit of either 4 No ISO A4 pages OR 2 No ISO A3 pages has been set for the response which includes for any graphics, photographs, diagrams or the like. Pages/text in excess of these limits will be ignored for assessment purposes. Please use Arial font 10.

The response to this question will be evaluated in the round using the scoring matrix at section 6.4 of the CFT.

[Please insert your response below]

TENDERER STATEMENT

Tenderers are required to sign the Tenderer Statement below. Tenderers may not amend the Tenderer Statement.

Failure to sign the Tenderer Statement will result in elimination from the Competition.

Section 1: Bona Fide Tender

Having examined the CFT and the Contract, we hereby agree and declare the following on our own behalf (and where we are a Tenderer Group, on behalf of all Tenderer Group Members):

- a. We confirm that we have full power and authority to submit the Tender. We confirm that we have read the CFT and accept all of the terms and conditions and the disclaimers set out in the CFT.
- b. We certify that the information supplied in our Tender is true, complete and accurate to the best of our knowledge. We understand and accept that the provision of false or misleading information could result in exclusion from the Competition. We undertake to notify the Contracting Authority of any changes to the information given in answer to questions in this Tender Response Document.
- c. We confirm that we have not, and will not, canvass or solicit any officer, employee or representative, of the Contracting Authority, its staff or any other relevant person or bodies in connection with the Competition and that no person employed by us or acting on our behalf has done, or will do, any such act. We understand that any person who unduly influences or attempts to unduly influence the Contracting Authority, its staff or any other relevant person or bodies involved in this Competition in relation to the conduct and outcome of this Competition will be excluded from this Competition.
- d. We confirm that this is a bona fide tender which is intended to be competitive and that we have not fixed or adjusted the amount specified in our Tender by or in accordance with any arrangement with another person or entered into any agreement or arrangement with any other person that he/she shall refrain from participating in the Competition.
- e. We undertake that we have not, and will not, at any time discuss with any other person any aspect of our Tender, save for the Tender Group Members, Other Entities or advisors to the extent required in order to complete our Tender and will procure this same undertaking from those entities.
- f. We confirm that we have read and understand all the documentation issued in relation to the Competition and that we have made our own investigations and undertaken our own research and due diligence in relation to the Competition and the Contract and the conditions under which the Contract is to be performed. We have taken account of our legal obligations in relation to this Competition and the provision of the Works, including all applicable obligations in the fields of environmental, social and labour laws, and we shall, in performance of the Contract, comply with all applicable obligations in the fields of environmental, social and labour laws.
- g. We confirm that we (or our subcontractors (if any)) will be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of carrying out the Works.
- h. We accept all of the terms and conditions of the Contract (which includes both the Contract for Sale and the Development Agreement) and we agree that, if we are successful in the Competition and awarded a Contract, we will execute the relevant documents upon request by the Contracting Authority. We understand and accept that the Contract takes precedence over any previous communications or correspondence and any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by us in connection with the Competition. We further understand that the Contracting Authority does not intend to enter into any negotiation or discussion in

respect of the terms of the Contract, although the Contracting Authority has the right to consider project-specific amendments where necessary or non-material or clarificatory amendments.

- i. We understand the nature and extent of the Works required to be provided under the Contract, and the risks associated therewith, and we have carried out all necessary due diligence in relation to same.
- j. We confirm that we have highlighted any perceived shortcomings in this Competition to the Contracting Authority and that any part of the documentation, or any other aspect of this Competition, which we considered to be unclear or not compliant with relevant legislation, has been clarified.
- k. We acknowledge and confirm the requirement for our Tender to remain open for acceptance by the Contracting Authority for the Tender Validity Period as specified in the CFT.
- l. We confirm that we shall, if successful in the Competition, obtain and hold and procure that the proposed design team and sub-contractors (as applicable) will obtain and hold the Required Insurances as specified in the CFT.
- m. 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 Contracting Authority, the evaluation team 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 Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.
- n. We confirm that 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).
- o. 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 and subsequent amendments to same).
- p. Any subcontractor, supplier or other entity on whose capacity we rely as part of our 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 and subsequent amendments to same).
- q. We confirm that where requested by the Contracting Authority we will respond efficiently and within the specified timeframes to any requests for additional information and clarifications where same are considered necessary to ensure a complete and comprehensive assessment and evaluation of our Tender.
- r. We acknowledge that the CFT does not constitute an offer to enter into any contract and should not be regarded as a commitment or representation on the part of the Contracting Authority to enter into a contractual arrangement.
- s. No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written Contract is executed by or on behalf of the Contracting Authority.
- t. We understand that the Contracting Authority may, at its absolute discretion, terminate this Competition at any time prior to a formal written Contract being executed on behalf of the Contracting Authority and without incurring any liability for the costs of our participating in the Competition.

Section 2: Conflict of Interest

If any conflict of interest or potential conflict of interest arises in respect of the Tenderer, any Tenderer Group Member, or Other Entity with regards to this Competition, it must be fully disclosed to the Contracting Authority. (See section 4.12 of the CFT).

We confirm that there is no level of conflict, or potential conflict of interest, that has not already been drawn to the attention of the Contracting Authority.

YES ☐

NO ☐

We believe that there is, or may be, a possible conflict of interest.

YES ☐

NO ☐

[If the answer is 'yes', please enter details of any possible conflict of interest, including who it relates to, and any safeguards you intend to put in place in relation to such a conflict.]

Section 3: Registrable Interests

We confirm that there is no registrable interest in relation to the Tenderer (including any sub-contractors) and any of the members of the board of Respond, members of Government, members of the Oireachtas, or employees or officers of Respond or their relatives. ('Registrable interest' and 'relative' are to be interpreted in accordance with the Ethics in Public Office Acts 1995 and 2001.)

YES ☐

NO ☐

[If the answer is 'yes', please enter details of any registrable interests.]

Section 4: Confidentiality

We confirm that our Tender contains commercially sensitive information.

YES ☐

NO ☐

We consider that the following information in the Tender is commercially sensitive for the following reasons and for the time period set out below:

Tender Reference	Reasons	Time Period
<i>[If any information supplied in the Tender is considered commercially sensitive, please</i>	<i>[Please state clearly the reasons for the confidentiality]</i>	<i>[Please state the time period for which the information is considered to remain commercially sensitive]</i>

<i>state clearly which information should not be disclosed]</i>			
<i>[Insert other rows if necessary]</i>			
THIS TENDERER STATEMENT MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER (OR THE LEAD MEMBER WHERE THE TENDERER IS A TENDERER GROUP) We certify that the information provided above is accurate and complete to the best of our knowledge and belief. We confirm that we accept that any circumstance confirmed above may result in our elimination from the Competition. We understand that the provision of inaccurate or misleading information in this Tenderer Statement may result in our Tender being excluded from this Competition.			
Signature		Date	
Print Name			
Company			

ANNEX 1

Forms

- Form 1 (Declaration of Personal Circumstances)
- Form 2 (Letter of Support from Other Entity)
- Form 3 (Schedule of Minimum Design Information Required)
- Form 4 (15 Minute Map – How to Guide)
- Form 5 (Specification Document)

Form 1**Declaration of Personal Circumstances**

Re: Call for Tenders for the Provision of Social & Cost Rental Residential Housing Schemes in specified Local Authority areas within the Cork City & County Region (Greater than 40 and less than 100 Homes)

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], having been duly authorised by [Click here and insert name of entity] sincerely declare that [Click here and insert name of entity] itself or any person who has is a member of the administrative, management or supervisory body of [Click here and insert name of entity] or has powers of representation, decision or control in [Click here and insert name of entity]:

(a) has never 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) has never 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 [Click here and insert name of entity].

(c) has never 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) has never 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) has never 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) has never 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.

(g) is not in breach of its obligations relating to the payment of taxes or social security contributions.

(h) 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).

(i) 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.

(j) is not guilty of grave professional misconduct.

(k) has not entered into agreements with other economic operators aimed at distorting competition.

(l) is not aware of any conflict of interest due to its participation in the Competition;

(m) has not had any prior involvement in the preparation of the Competition.

(n) is not guilty of 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.

(o) 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).

(p) 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.

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

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me)

at _____ this _____ day of _____ 20__

(signed)
Practising Solicitor/Commissioner for Oaths

Form 2

Letter of Support

[On headed paper of Other Entity addressed to Respond]

Dear Sir/Madam,

Re: Call for Tenders for the provision of social and cost rental residential housing schemes in specified Local Authority areas the Cork City & County Region (Greater than 40 and less than 100 Homes)

eTenders Ref: [●]

I write in connection with the competition relating to the above Call for Tenders (the "Competition").

I am a director of **[● insert name of supporting company/organisation]** (the "Other Entity").

I confirm that the Other Entity will provide **[● Insert description of financial/technical resources being provided]** if **[● Insert name of entity that is relying on Other Entity]** is successful in the Competition.

I further confirm that, in such circumstances, the above resources will be made available during the term of the Contract and the Other Entity will enter into a contractual commitment to this effect with Respond, if required.

Yours faithfully

[Name and Address of Other Entity]

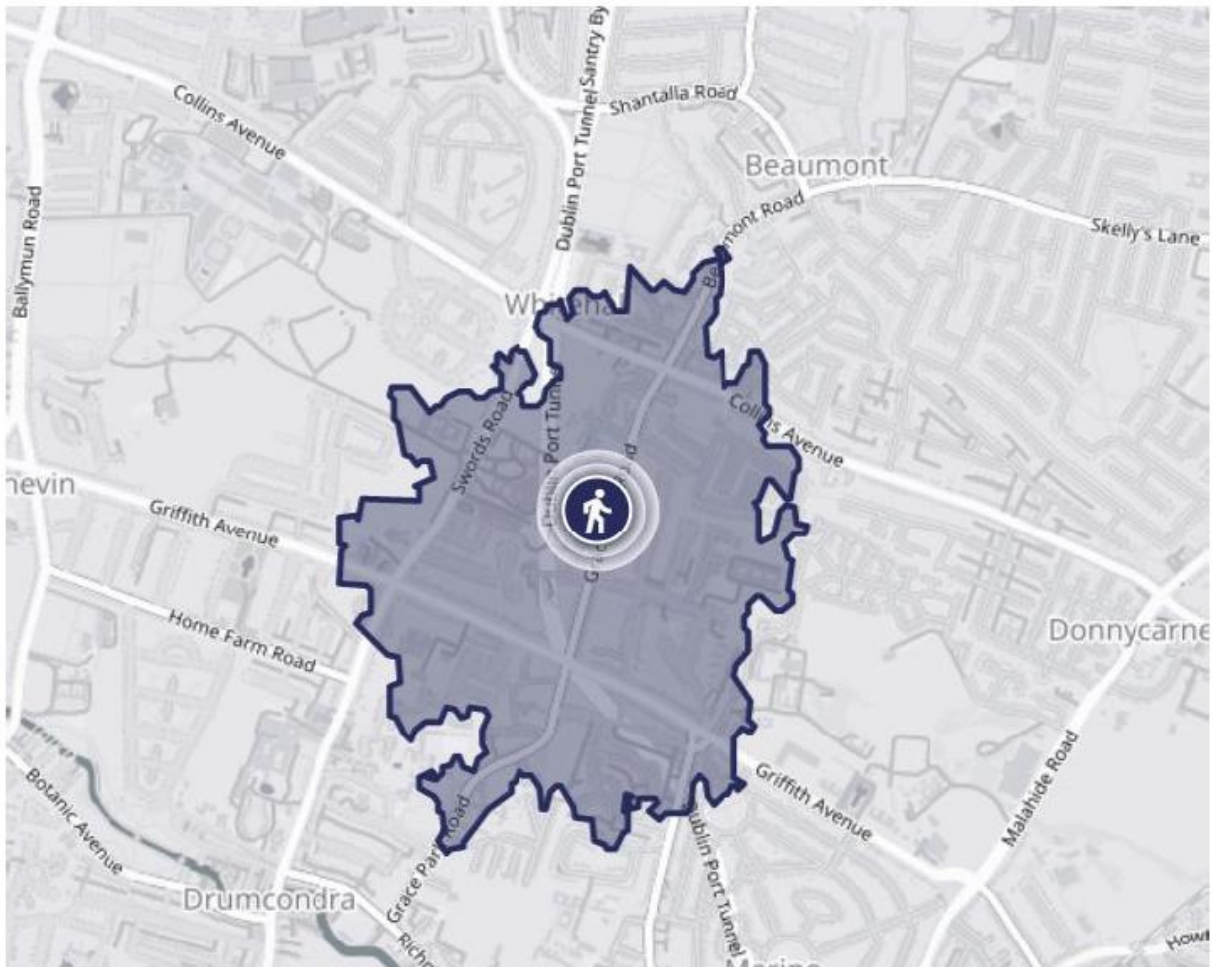
Form 3

Schedule of Minimum Design Information

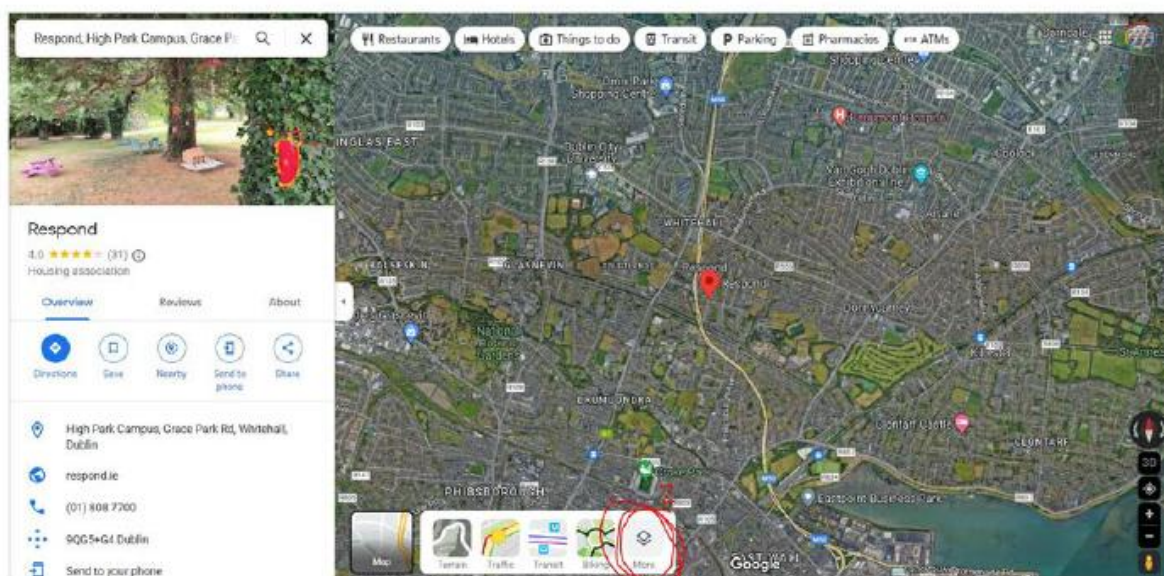
The following drawings and documents are to be provided to support the Tenderers responses to Quality Criteria 1 & 2:

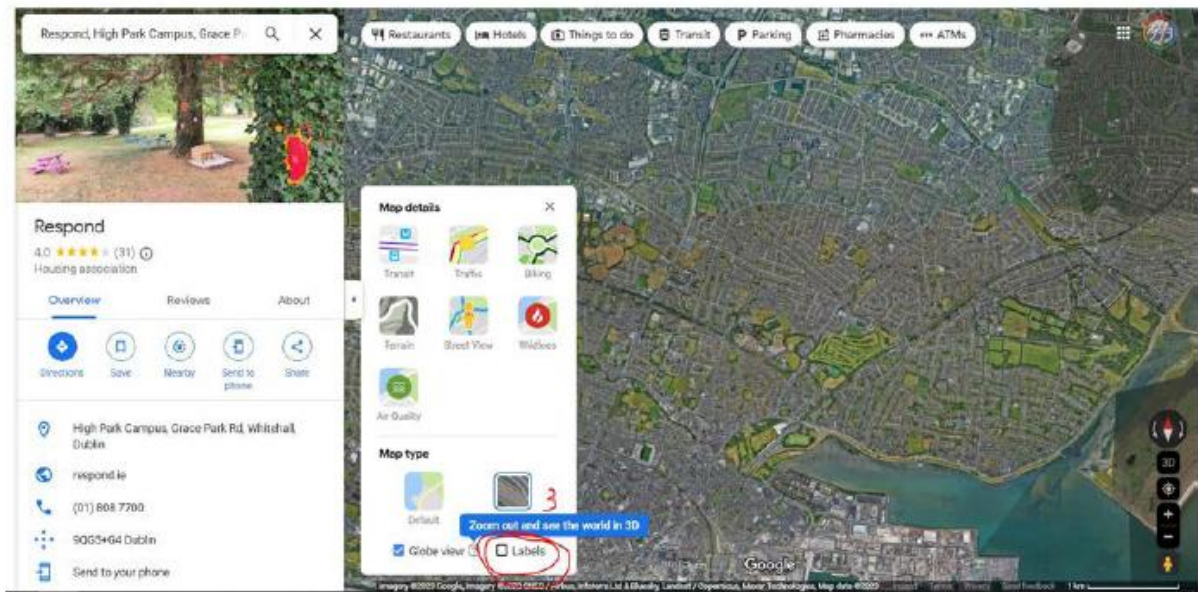
Name	Scale	Notes
Site Layout Plan(s)	1:250/1:1000	Redline site layout drawing required including details of and interdependencies with neighbouring sites not transferring as part of this Tender.
General Arrangement Plans	1:100	With figured dimensions
General Arrangement Sections/Elevations	1:200	With figured dimensions
Schedules, Details or Typical Details where available	1:50 or smaller	With figured dimensions
Landscape Plan	1:200	
3D Views		Where available
Existing Survey Information	As available	Survey information in respect of topography, existing buildings, etc
Copy of relevant planning grant and confirmation of any submissions pertaining to compliance and all agreed planning drawings and documents		To be submitted in separate folder
Apartment/House Type layouts	1:50	With Furniture, figured dimensions and room areas.
Layouts and schedule of Universally designed units	1:50	
For housing developments tenderers should include a floor area schedule for each house type		Floor area schedules should be measured overall to inside face of external walls
For apartment developments tenderers should include an overall floor area schedule to include circulation areas and individual apartment areas		Floor area schedules should be measured overall to inside face of external walls

Step 2: Using Snipping Tool, take a screenshot of the 15 minute outline. You will use this to trace the outline in Photoshop

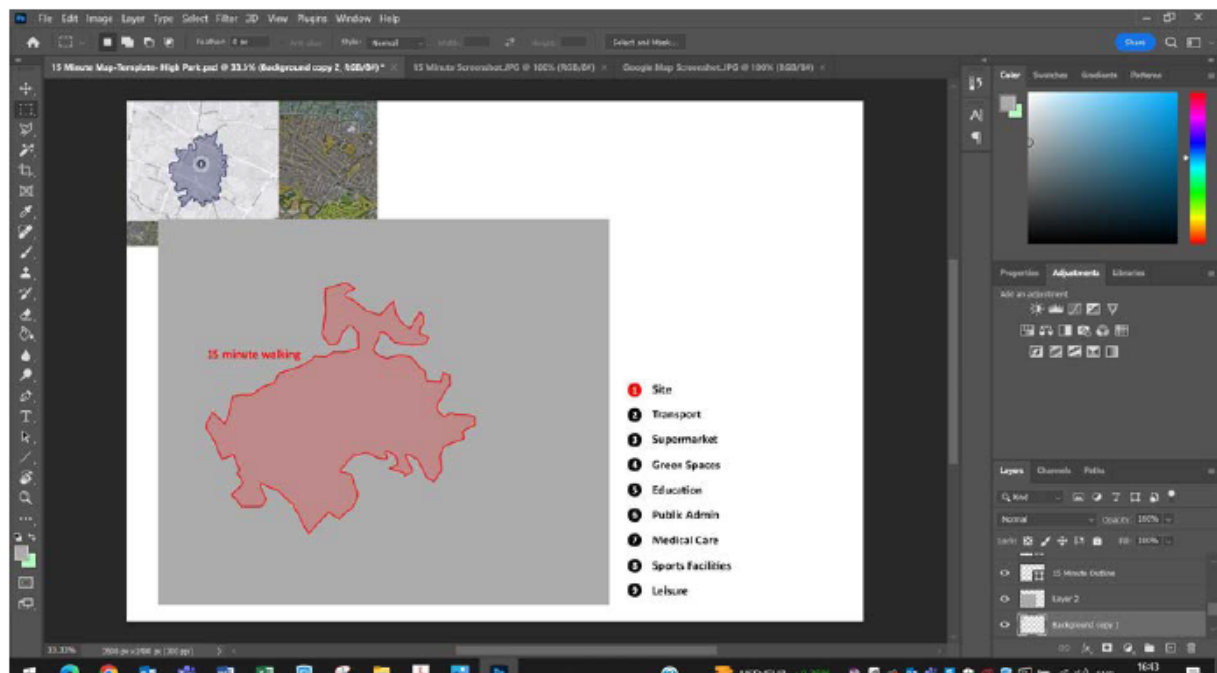


Step 3: Using the snipping tool, take a screenshot of Google Maps in satellite view. You need to include the extents of the 15 minute walking outline map at a minimum. I like to turn off the labels which you can do by clicking on layers box (1) in the bottom left hand corner, clicking more (2), and ticking the label box off (3).

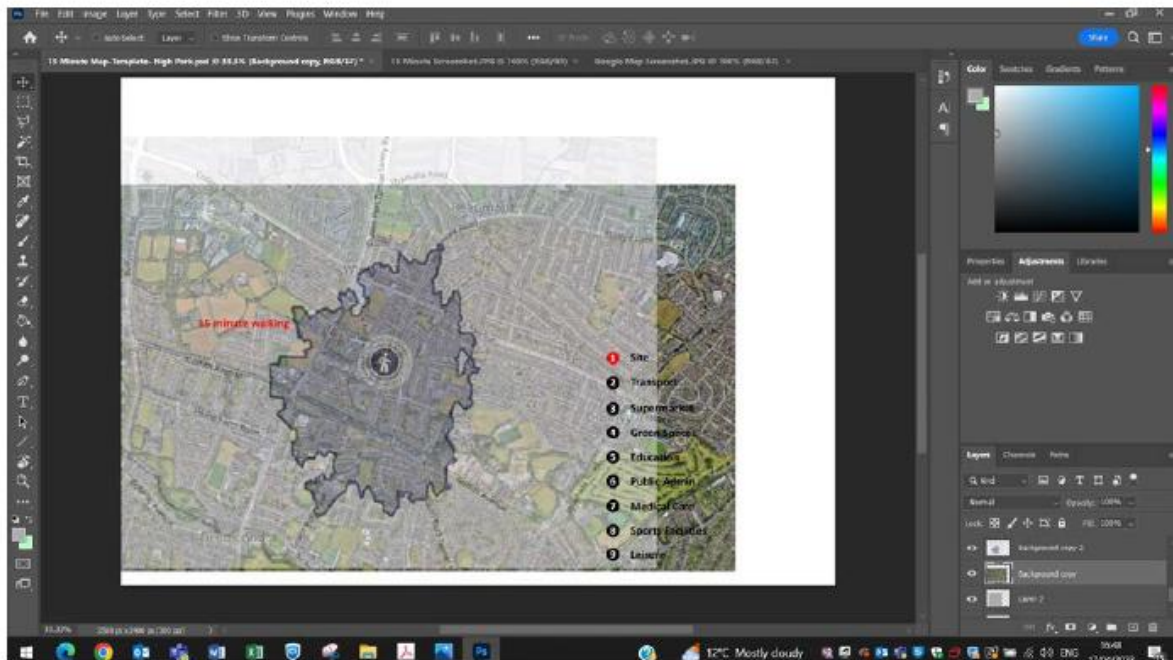




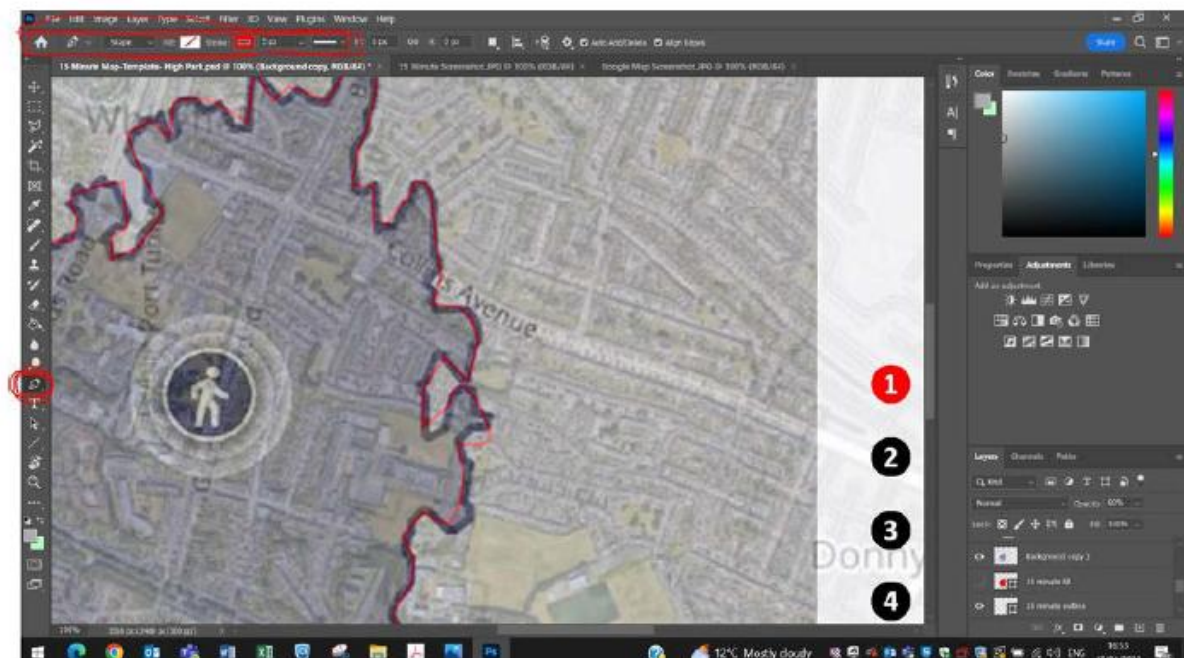
Step 4: Open the template photoshop document. Open the screenshot of the 15 minute map and the google map satellite view using photoshop. Bring the two screenshots into the template file by duplicating the layers.



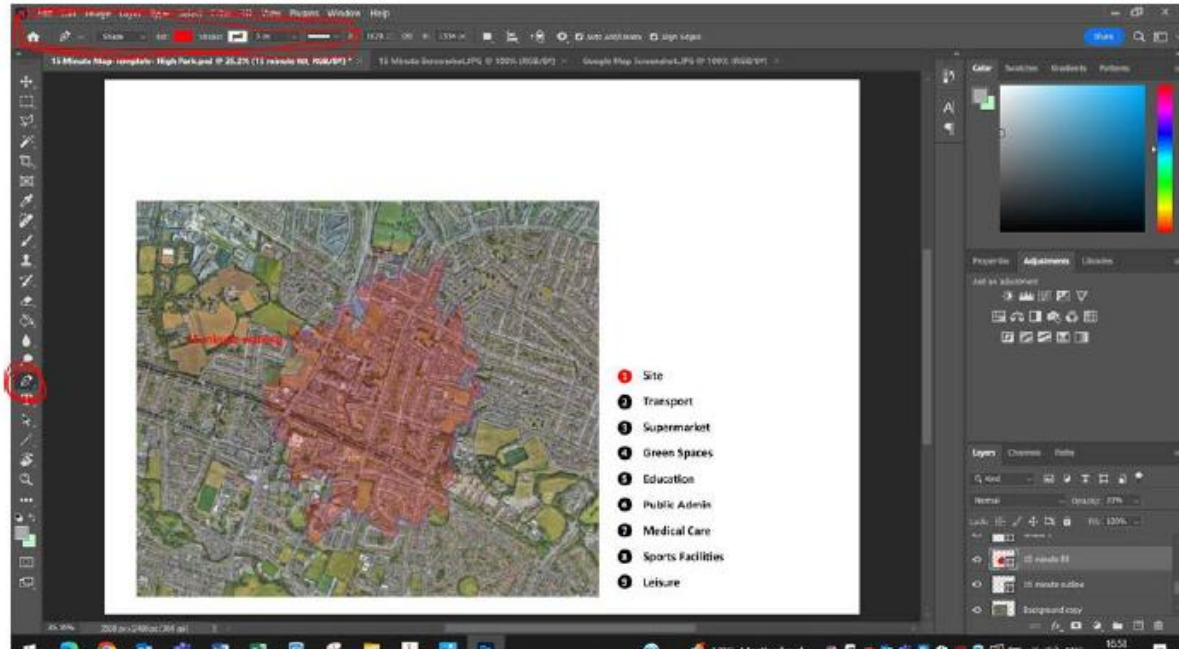
Step 5: Resize the two screenshots to fit the grey square and adjust the scale using the transform and opacity tools to line up the two maps with each other. This is the trickiest bit.



Step 6: Trace the 15 minute outline using the pen tool. Settings are outlined on the screenshot. Stroke colour red/ stroke weight 5 pixels/ no fill.

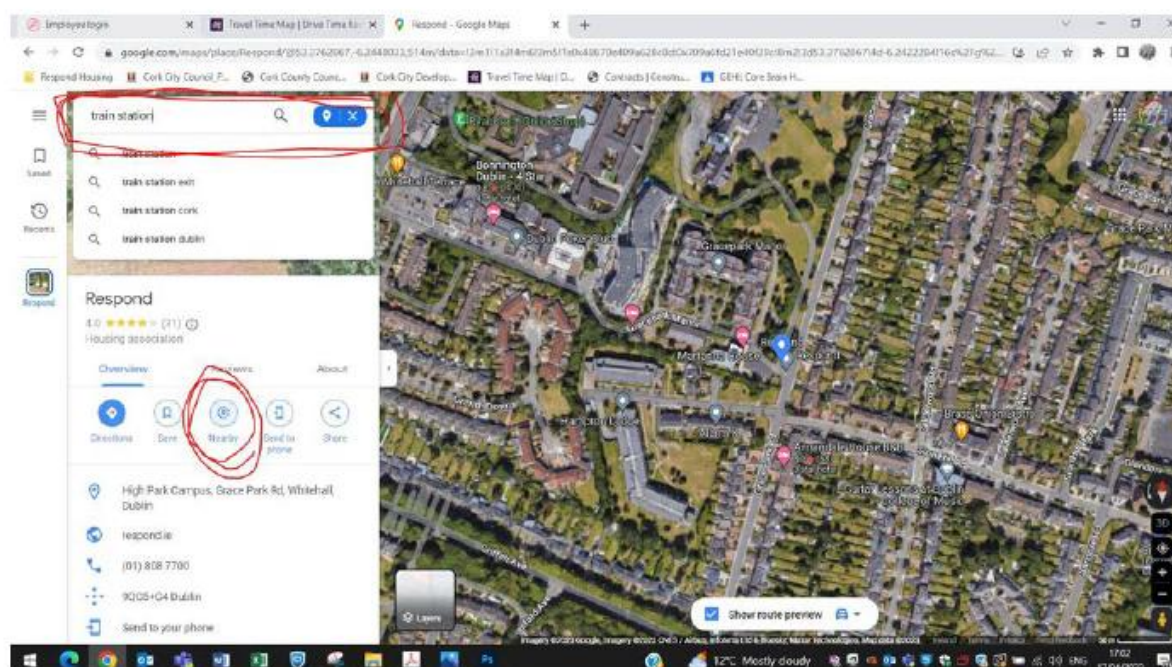


Step 7: Turn off the 15 minute map screenshot and duplicate the outline shape you just created. Adjust the settings to match the screenshot below to make a red fill with stroke turned off and turn the layer to 20% opacity. Crop the google map screenshot and change to 90% opacity. Turn off the template square layer.

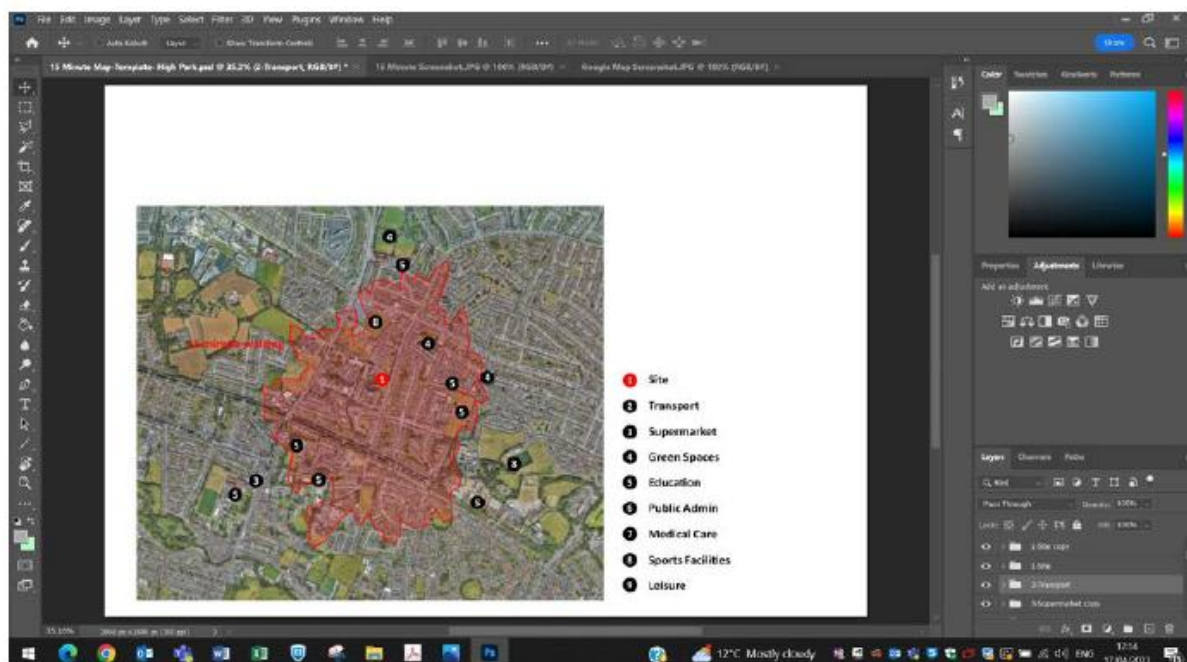


Step 8: Populate the map with the various items by copying the groups numbered 1 – Site to 9- Leisure. I use google maps to search each category and then place the numbers accordingly. Sometime you can include items outside of the 15 minute map if they are not too far outside the 15 minute boundary or very recognisable or beneficial. I have included below the typical things I look for/ include in each category:

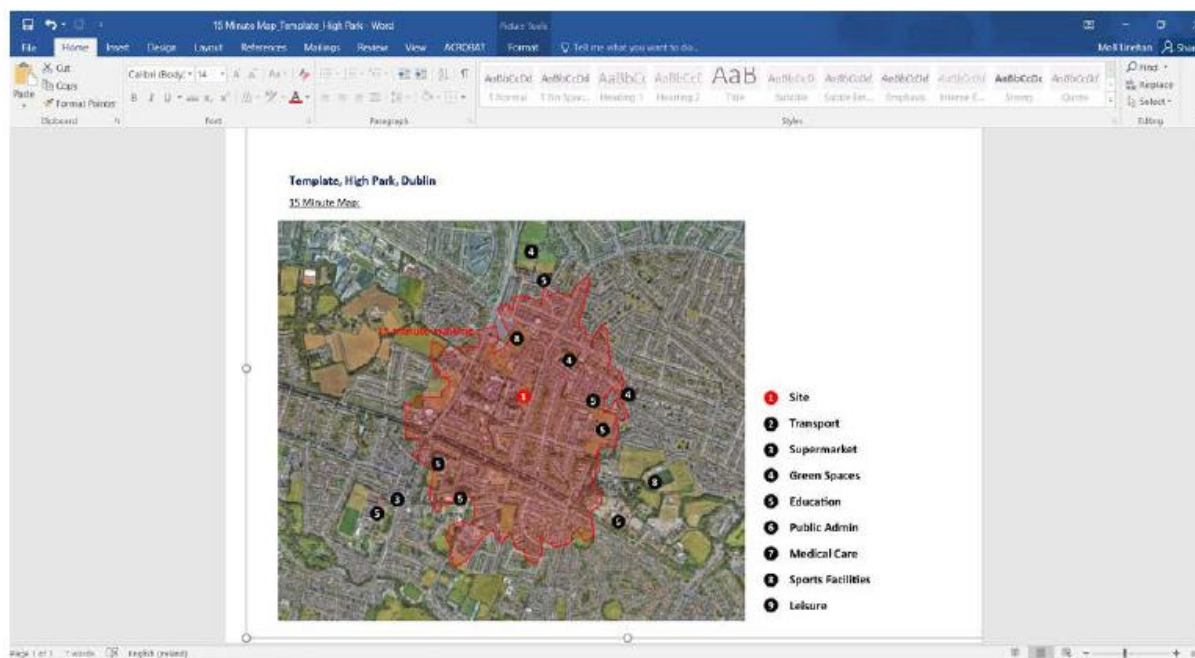
- 2 – Transport** – Search for bus stations, luas stops, train stations, airports etc.
- 3 – Supermarket** – Search and include large supermarket – Dunnes Store, Aldi, Lidl etc (do not include small shops like cost cutters)
- 4 – Green spaces** – Include any parks and outdoor amenity areas such as canals, river walks
- 5 – Education** – include for Montessori, primary schools. Secondary schools, universities
- 6 – Public Admin** – Include post office, laundrette
- 7 – Medical Care** – include gp surgeries, hospitals, health centres, mental health centre etc.
- 8 – Sports facilities** – make sure to search at a minimum GAA grounds, soccer, tennis, gyms.
- 9 - Leisure** – theatres, cinemas, etc.



Step 9: Populate map with as many items as you can find and save as a jpg.



Step 10: Open up the word template and insert the jpeg. Adjust the image wrapping setting to behind text and make it as big as possible on the page. Print as pdf.



Form 5

Specification Document

[Also Provided Separately in Soft Copy]

FORM 5
SPECIFICATION DOCUMENT
 (To be completed by Developer)

Outline Specification for [Insert project name]	All proposals to meet minimum design, life span and durability requirements as identified in DHPLG publication 'Employers Requirements For Detail Design Of Quality Housing' and other relevant current guidance and requirements including but not limited to Respond Design Guide, Respond Requirements and other relevant documents and requirements		
Item Reference	Item	Proposed Specification (Some items will only require confirmation/clarification of inclusion)	Proposed Supplier/Manufacturer (Include details only where possible/available)
Structure	Structural Frame		
Substructures	Ready-mix Concrete		
	Standard Blocks		
	Hardcore Stone Fill		
	Radon Barrier		
	Radon Sump		
	Damp Proof Course		
	Floor Insulation		
	Steel Mesh		
	Drainage (PVC)		
	Concrete Drainage Products		
	Foundation Type-strip, piled etc?		
	Basement- tanking, waterbars etc?		
External Fabric	External Wall Construction Proposal (NSAI/Agremond for systems)		
	Windows & External Doors		
	Materials, opening mechanisms etc		
	power-assisted, steel doors, panic-bolts etc		
	Fall Arrest System		
	Parapet Capping		
	Patio Paving		
	Fire Barrier		
	Cavity Barrier		
	Air Tightness		
	Weep Vent		
	Air Vent		
	Oil type		
	Thermal Imaging Survey on Completion		
	Facing brick DPC protection type at junctions with landscaping		
	Heat Pump location / Mounting / Isolation / Orientation / Drainage		
	Cloaking Detail Type at Brick / Render / Cladding		
	Ironmongery		
	Glazing-Double/Triple		
	Oil Type		
	DPC / Airtightness Sealing		
	Proposed Threshold		
	Level Access Front and Rear		
	Provision for cleaning? -outriggers etc?		
	Fire Rated Glazing?		
Façade	Construction System Details (NSAI/Agremond for systems)		

FORM 5
SPECIFICATION DOCUMENT
 (To be completed by Developer)

Item Reference	Item	Proposed Specification (Some items will only require confirmation/clarification of inclusion)	Proposed Supplier/Manufacturer (Include details only where possible/available)
	Brick (Confirm design is to brick dimensions, specials reqd etc) & appropriate grade for exposure, bond type, mortar type/colour and joint type(flush, raked etc)		
	Concrete		
	Metal Cladding		
	Render- On site mix or External Render Sytem?		
	Stone		
	Soffits / fascia's- materials, profile etc		
	Curtain Walling (Where applicable)(NSAI/Agremond for systems)		
	Standard Blocks		
	Cavity Trays		
	Cavity Insulation		
	Wall Ties		
	Glazing Systems? Structural, Laminated, fire-rated, Glass specifications -thickness etc		
	Mastic Systems- adhesives, gaskets, sealants		
	Wall Vent -type, material, grill sizes etc		
Internal Walls			
	Timber Studwork (acoustically insulated to bedrooms and bathrooms)		
	Lining Proposal		
	Finishes / Skim / T&J -specify plaster type		
	Blockwork walls?		
Stairs House / Duplex			
	Stairs Construction / Type / Finish		
	Handrail / Type / Finish		
	Guarding / Type / Finish		
	Nosings		
Stairs Common Area			
	Insitu cast/Pre-cast/		
	Stairs / Type / Finish/Nosings		
	Handrail / Type / Finish		
	Guarding / Type / Finish		
	Maintenance & H&S_Roof access Stairs?		
Roof			
	Type / Truss / Cut.		
	Roof Tiles- type (clay, conc, slate) fixing methods etc		
	Ridge Tiles		
	Verge		
	Eaves Finish		
	Roof Felt		
	Fascia & Soffit		
	Flat Roof Finish (Apartments)		
	Canopies / Type / Support		
	Canopy Soffit & Lighting		
	Roof Copings		
	Attic Access Provisions		
	Attic Lighting / Switch		
	flashings, soakers etc material?		
	Rainwater Management- gutters, downpipes etc- materials, profile etc		

Form 5

Insert Project Name

Page 2 of 8

FORM 5
SPECIFICATION DOCUMENT
 (To be completed by Developer)

Item Reference	Item	Proposed Specification (Some items will only require confirmation/clarification of inclusion)	Proposed Supplier/Manufacturer (Include details only where possible/available)
Balconies/Outlets			
	Structure		
	Balustrades and Handrails (materials & Finish)		
	Rainwater Outlets & Downpipes		
	Surface Finish (materials & Finish)		
	Flashings		
	Fire Rated Protection where required / soffits etc.		
	Fire detection where required.		
	Level access provisions		
Public Realm / Externals			
	Building & Street Identification Signage/Way Finding/Unit numbers		
	Side Gates		
	Timber Panel & Concrete Post Fencing		
	Metal Railings (Boundaries)		
	Paving		
	Driveway/Pedestrian Entrance Gates		
	Site perimeter Boundary Treatments		
	Street Furniture		
	Planters		
	Street Lighting		
	Low Level Path Lighting		
	Play Equipment		
	Landscaping (Confirm full compliance with our Bio-Diversity Guide)		
	Public Footpath Finishes		
	Tactile Paving/ Crossing points/ dished kerbs etc.		
	External Steps & Ramps- guardings, lighting, finishes etc.		
	Front & Side Gates		
	Kerbs		
	Bitmac		
	Block Paving -		
	Pattern as laid, build-up reqd-substrate etc.		
	AJs		
	Manholes		
	specials for paved areas?		
	Aco Drains		
	Tactile Paving		
	Line Marking / Traffic / Bays / Numbering etc.		
	Boundary Structures (private areas e.g rear gardens)		
	Driveway finishes		
Bin Stores			
	Structural Proposal -Incl. roof		
	Water Tap & Drainage		
	Lighting		
	Access Control Provisions -vermin-proof doors		
Bicycle Stores			
	Ditto above		
Car parks			
	Pedestrian Access Control		
	Lighting Provisions-Street/Entrance Doors		

Form 5

Insert Project Name

Page 3 of 8

FORM 5
SPECIFICATION DOCUMENT
 (To be completed by Developer)

Item Reference	Item	Proposed Specification (Some items will only require confirmation/clarification of inclusion)	Proposed Supplier/Manufacturer (Include details only where possible/available)
	Main Gate Finish		
	Gate Access Control		
	CCTV		
	Parking Bay Numbering / Line marking		
	EV Charging Points / Future Provision		
	Pedestrian Route markings		
	Fire-rated Ductwork?		
Common/Shared Service Areas			
	Plant Rooms etc		
Internal Fabric-Apartments (Common Areas)			
Floors			
	Common Areas		
	Entrance Lobbies/Common Corridors/ Matwells		
	Stairwells, Landings/Half Landings		
	Lift Lobbies		
	Tenant Amenity Areas		
	Acoustic Floor coverings		
Walls (Common Areas)			
	Common Areas		
	Lift Cores/Lobbies/Corridors		
	Paint / Type / Coats / Finish		
Ceilings (Common Areas)			
	Common Areas (Tiled/Plasterboard)		
	Tenant Amenity Areas (Tiled/Plasterboard)		
	Paint / Type / Coats / Finish (Where Applicable)		
	Suspended/MF Systems & Access Hatches?		
Internal/External Handrails & Balustrades			
Handrails & Guarding			
	Internal Stairs & Landing		
	External stairs/Guarding at level changes/ Road Access Points		
	Materials & finishes (e.g. PPC?)		
Carpentry & Joinery (Common Areas)			
	Provide Schedules		
	Internal Doors and Frames-		
	Type (panelled, solid, flush etc)		
	Fire Rating, DoPs, undercuts etc		
	Skirting's & Architraves		
	Window Boards		
	Door Stoppers / type		
	Loft Access (Where Applicable)		
	Cross-sectional sizes - planed/ wrot etc		
	Softwoods/Hardwoods/ MDF etc		
	Panelised materials-Plywood, OSB etc		
Mechanical & Electrical (Main Building)			
	Mechanical Plant-Residential/Apartments		
	Mechanical Plant-House / Duplexes		
	Soils and Wastes Pipework		
	Water Services-Residential / Apartments		
	Water Services-House / Duplexes		
	Ventilation Services-Residential / Apartments		

Form 5

Insert Project Name

Page 4 of 8

FORM 5
SPECIFICATION DOCUMENT
 (To be completed by Developer)

Item Reference	Item	Proposed Specification (Some items will only require confirmation/clarification of inclusion)	Proposed Supplier/Manufacturer (Include details only where possible/available)
	Ventilation Services-House / Duplexes		
	Water Mains Filtration (Where Applicable)		
	PV/Solar Panels (Where Applicable)		
	Fire detection & fire fighting systems		
	Heating System Specification		
	Heat Pumps/Boilers		
	Indoor or Outdoor -ground or wall mounted		
	Ventilation System Specification		
	Radiator Types/ Sizes/ Locations- LST Valve positions etc		
	Access Control /Intercom System		
	CCTV		
	Light Switches		
	Sockets		
	Light Fixtures		
	Fire detection & fire fighting systems		
	EVCS- Emergency Call system in Refuge areas		
	Heating system for landlord areas		
	Audio Visual Banks / Fibre ducting / ETU's		
	Meter Boxes and ETU's (All to be 3 Hinge Type).		
	Schedule of Warranties - For the above to be provided.		
	Water Quality / Whole House Lime Filtration / Type		
	Distribution Board		
	Heat Detector		
	Smoke Detector		
	Landlord Areas Power Supply		
	Actuators, Hold-open devices etc		
Lift			
	Lift Brand/Specification		
	Note: Warranty details to be provided.		
	Machine Room/Over-run/Lift Pit?		
	Fire Rating? Fire Shutters?		
Signage, etc			
	Fire Escape Plan - Type / Location - Required for each Unit		
	Evacuation Plans		
	Wayfinding, Door Numbers etc		
	Building and Estate Signage		
	Post Boxes		
Ironmongery (Common Areas)			
	Door Closers		
	Door Handles		
	Door Stops		
	Roof lights (Where Applicable)		
	Restrictors, Locking Systems, Latches		
	Kick plates/ Manifestations		
Building Services			
	Confirm availability of Communications Utility Providers (SIRO, Eir, Virgin)		
Internal Fabric-Fit Out/Finishes			
Sanitary & Hygiene Fittings			

Form 5

Insert Project Name

Page 5 of 8

FORM 5
SPECIFICATION DOCUMENT
 (To be completed by Developer)

Item Reference	Item	Proposed Specification (Some items will only require confirmation/clarification of inclusion)	Proposed Supplier/Manufacturer (Include details only where possible/available)
WC (Downstairs)	Bathroom layout Detailed bathroom layout drawings to be provided, clearly showing locations of all sanitary ware, fixtures & fittings, etc. Drawings should also clearly identify the extent of all floor and wall tiling. If main bathroom is also the visitable WC under Part M, then the transfer zone should be clearly identified.		
	WC		
	WHB Pedestal or Bottle trap?		
	Taps(mixer,paddle handles)		
	Tiling		
	Handrails (Where Applicable)		
	Floor Finish		
	Light Fittings		
Bathroom/En-Suite	Ventilation (Extractor Fan)		
	WC-Floor Wall Mounted etc. Concealed etc.		
	WHB-Pedestal or Bottle trap?		
	Shower Tray		
	Bath & Panel- Material- steel		
	Bath / Shower tanking / seal		
	Taps (mixer,paddle handles)		
	WC Handles		
	Waste Outlets		
	Tiling		
	Shower Screens		
	Shower type / Mixer / Electric Power Shower / Pumped		
	Handrails (Where Applicable)		
	Water Pressure Pump		
	Floor Finish		
	Light Fittings		
	Ventilation (Extractor Fan)		
	Shaver Socket		
Domestic Stairs-Duplexes/Houses	Bathroom layout Detailed bathroom layout drawings to be provided, clearly showing locations of all sanitary ware, fixtures & fittings, etc. Drawings should also clearly identify the extent of all floor and wall tiling. If main bathroom is also the visitable WC under Part M, then the transfer zone should be clearly identified.		
	Stair Construction-Paint / Type / Coats / Finish		
Internal Ironmongery (All Units)	Balustrade& handrail design		
	Provide Schedule		
	Door Closers -hinges, actuators etc		
	Door Handles		
	Door Stops		
	Roof Lights (Where Applicable)		
	Fire-Ratings, DoP hinges etc		
	Locking mechanism (Rose & Escutcheon) thumbturns to bathroom and entrance door?		

Form 5

Insert Project Name

Page 6 of 8

FORM 5
SPECIFICATION DOCUMENT
 (To be completed by Developer)

Item Reference	Item	Proposed Specification (Some items will only require confirmation/clarification of inclusion)	Proposed Supplier/Manufacturer (Include details only where possible/available)
Internal Joinery (All Units)			
	Skirting Boards		
	Architraves		
	Doors		
	Window Boards		
	Door Frames		
	Other Timber Elements -saddleboards		
	Sizes and Material, fixing methods		
Kitchens (All Units)			
	Cabinet Doors/Finish		
	Worktops (incl. cut out for hob)		
	Door Handles		
	White Goods (Where Applicable)		
	Kitchen Carcass		
	Extractor Fan (Type) (ducted -no charcoal filters)		
	Splashback		
	Sink		
	Taps (mixer,paddle handles)		
	Floor Finish		
	Sockets/Switches (Kitchen)		
	Layouts & storage capacity calculations		
	Shut off Valves / type / location		
	Fire Blankets		
	Kitchen design drawings Large Scale Detailed kitchen design drawings to be provided, clearly showing locations of all appliances, sink & storage. Kitchen drawings should include M&E layout to allow Clúid to assess functionality.		
Garden/Patio Areas			
	Patio/Seating Area Finish		
	External Lighting		
	External Electrical Outlets		
	External Taps		
Store Room/Hot-press			
	Shelving		
	Valve Chart-To be included		
Storage Areas			
	Wardrobes/ shelving		
	Stores Generally/Utility		
General Finishes (All Other Unit Areas)			
Paint Specifications to be included.	Walls		
	Ceiling		
	Floors		
	Woodwork		
Schedule of Warranties			
	Note: List all warranty durations to be provided. To be agreed in due course.		
Schedule of Samples			
	To be agreed in due course.		
	Provide Submittals List		

Form 5

Insert Project Name

Page 7 of 8

FORM 5
SPECIFICATION DOCUMENT
 (To be completed by Developer)

Item Reference	Item	Proposed Specification (Some items will only require confirmation/clarification of inclusion)	Proposed Supplier/Manufacturer (Include details only where possible/available)
Residential Amenity Areas			
	Common Rooms, admin areas-level of fit out?		
	UAWC/Laundry rooms etc		
	HVAC & S/W- builders works provisions?		
	Statutory Requirements- FSC/DAC etc		
NOTE: REFER TO RESPOND DESIGN GUIDE AND RESPOND REQUIREMENTS FOR RESIDENTIAL PROJECTS FOR FURTHER DETAILS/REQUIREMENTS			

APPENDIX 2

Pricing Summary and Schedule

[Also Provided Separately in Soft Copy for completion by Tenderer]

APPENDIX 2 - Pricing Summary & Schedule Document

PRICING SUMMARY

For [insert project name]

Complete the attached Pricing Schedule tab - amend/expand where indicated

Complete the attached Property Details tab - amend as appropriate

Gross internal floor area (inclusive of internal circulation area)

Number of homes

Insert	m2
Insert	nr

Tender Price Breakdown - NOTE: Balance of this Pricing Summary will automatically populate upon completion of Pricing Schedule sheet / tab by Tenderer

For Information Only (Not For Evaluation)	
1 The Tenderers Total Development Cost for the Scheme (inclusive of Site Cost and VAT) as per Total 5 of Pricing Schedule is:	
2 The Tenderers proposed average price per home for the Scheme (inclusive of Site Cost and VAT) as per Pricing Schedule is:	
3 The average Basic Construction Cost per home including VAT but excluding costs for Items 4, 5 and 6 below - i.e., TOTAL A	#VALUE!
<u>Note:</u> This Response will be evaluated	
4 The average Abnormals Cost per home including VAT associated with the Development and included in the Total Development Costs (e.g., Respond Requirements, demolitions, ground conditions, special substructure solutions, services diversions and the like) excluding costs for Item 3 above and for Items 5 and 6 below - i.e., TOTAL B	#VALUE!
<u>Note:</u> This Response will be evaluated	
5 The average Non-Construction Cost per home including VAT associated with the development and included in the Total Development Costs (e.g., Professional/Design Team Fees, Development Contributions/Levies, Utilities Costs, Finance Costs, Developer's Risk, Developer's Profit, etc) excluding costs for Items 3 and 4 above and Item 6 below - i.e., TOTAL C	#VALUE!
<u>Note:</u> This Response will be evaluated	
6 The average Site Cost per home including VAT at which the site is proposed to be sold to Respond and included in Total Development Costs. The Site Cost will be fixed price and include for all necessary acquisition costs, site costs, surveys, stamp duty, snagging works, etc and excluding costs for Items 3, 4 and 5 above - i.e., TOTAL D	#VALUE!
<u>Note:</u> This Response will be evaluated	

APPENDIX 2 - Pricing Summary & Schedule Document

PRICING SCHEDULE

For [insert project name]

Complete the attached Property Details tab - amend as appropriate

Gross internal floor area (inclusive of internal circulation area)

Number of homes

Insert	m2
Insert	nr

Cost Breakdown

Insert Figures



Description	Cost €	% of TDC	Cost / m2 €	Cost / home €
1 Basic Construction Costs				
1.1 Basic Construction Costs				
Enabling Works - demolitions and site clearance	-	#DIV/0!	#VALUE!	#VALUE!
Basement / Substructure	-	#DIV/0!	#VALUE!	#VALUE!
Main Building Works ⁽¹⁾	-	#DIV/0!	#VALUE!	#VALUE!
Fit-out Cost ⁽²⁾ excluding items included below	-	#DIV/0!	#VALUE!	#VALUE!
- Floor Finishes (wet areas only - Kitchen/Bathroom)	-	#DIV/0!	#VALUE!	#VALUE!
- Kitchens	-	#DIV/0!	#VALUE!	#VALUE!
- Bathrooms	-	#DIV/0!	#VALUE!	#VALUE!
- Wardrobes	-	#DIV/0!	#VALUE!	#VALUE!
White goods (for Cost Rental units only)	-	#DIV/0!	#VALUE!	#VALUE!
Site Development Works	-	#DIV/0!	#VALUE!	#VALUE!
External Site Works	-	#DIV/0!	#VALUE!	#VALUE!
Landscaping	-	#DIV/0!	#VALUE!	#VALUE!
Preliminaries	-	#DIV/0!	#VALUE!	#VALUE!
Contingency	-	#DIV/0!	#VALUE!	#VALUE!
Performance Bond ⁽³⁾	-	#DIV/0!	#VALUE!	#VALUE!
Construction Inflation/Increased Costs	-	#DIV/0!	#VALUE!	#VALUE!
Other - please specify - <u>[add rows as necessary]</u>	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
Sub-Total, Basic Construction Costs (excl VAT)	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 0% ⁽⁷⁾	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 9%	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 13.5 %	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 23%	-	#DIV/0!	#VALUE!	#VALUE!
Total 1, Basic Construction Costs (incl VAT)	€ -	#DIV/0!	#VALUE!	#VALUE!
				TOTAL A
2 Abnormals Costs				
2.1 Abnormals Costs				
Enabling Works - demolitions and site clearance	-	#DIV/0!	#VALUE!	#VALUE!
Works to protected structures and the like	-	#DIV/0!	#VALUE!	#VALUE!
Abnormals ⁽⁴⁾ - please specify - <u>[add rows as necessary]</u>	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
Enhanced Fit-out Cost ⁽⁵⁾ excluding items included below	-	#DIV/0!	#VALUE!	#VALUE!
- Floor Finishes (extended to all areas)	-	#DIV/0!	#VALUE!	#VALUE!
- Blinds	-	#DIV/0!	#VALUE!	#VALUE!
Other - please specify ⁽⁶⁾ - <u>[add rows as necessary]</u>	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
Sub-Total, Abnormals Costs (Carried Forward)	-	#DIV/0!	#VALUE!	#VALUE!

For [insert project name]

Cost breakdown

Insert Figures



Description	Cost €	% of TDC	Cost / m2 €	Cost / home €
Sub-Total, Abnormals Costs (Brought Forward)	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 0% ⁽⁷⁾	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 9%	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 13.5 %	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 23%	-	#DIV/0!	#VALUE!	#VALUE!
Total 2, Abnormals Costs (incl VAT)	€ -	#DIV/0!	#VALUE!	#VALUE!
				TOTAL B
3 Non-Construction Costs				
3.1 Local Authority Fees & Charges				
Local Authority Fees	-	#DIV/0!	#VALUE!	#VALUE!
Local Authority Contributions	-	#DIV/0!	#VALUE!	#VALUE!
Development Bond	-	#DIV/0!	#VALUE!	#VALUE!
Other - please specify - <i>[add rows as necessary]</i>				
-	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
3.2 Contributions to Public Utilities				
Electricity	-	#DIV/0!	#VALUE!	#VALUE!
Irish Water	-	#DIV/0!	#VALUE!	#VALUE!
Gas	-	#DIV/0!	#VALUE!	#VALUE!
Other - please specify - <i>[add rows as necessary]</i>				
-	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
3.3 Professional Fees & Expenses				
Design Team Fees	-	#DIV/0!	#VALUE!	#VALUE!
Ground/geotechnical or similar investigations	-	#DIV/0!	#VALUE!	#VALUE!
Surveys	-	#DIV/0!	#VALUE!	#VALUE!
Legal fees	-	#DIV/0!	#VALUE!	#VALUE!
Other - please specify - <i>[add rows as necessary]</i>				
-	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
3.4 Other Fees				
Stamp Duty	-	#DIV/0!	#VALUE!	#VALUE!
Latent Defects Insurance	-	#DIV/0!	#VALUE!	#VALUE!
DAC Fee	-	#DIV/0!	#VALUE!	#VALUE!
FSC Fee	-	#DIV/0!	#VALUE!	#VALUE!
BER Certification	-	#DIV/0!	#VALUE!	#VALUE!
Other - please specify - <i>[add rows as necessary]</i>				
-	-	#DIV/0!	#VALUE!	#VALUE!
-	-	#DIV/0!	#VALUE!	#VALUE!
3.5 Developers Costs				
Developers Inflation Provision	-	#DIV/0!	#VALUE!	#VALUE!
Developers Overheads, Contingency and Risk Mitigation	-	#DIV/0!	#VALUE!	#VALUE!
Developers financing cost	-	#DIV/0!	#VALUE!	#VALUE!
Developers Profit	-	#DIV/0!	#VALUE!	#VALUE!
Sub-Total, Non-Construction Costs (Carried Forward)	-	#DIV/0!	#VALUE!	#VALUE!

For [insert project name]

Cost breakdown

Insert Figures



Description	Cost €	% of TDC	Cost / m2 €	Cost / home €
Sub-Total, Non-Construction Costs (Brought Forward)	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 0% ⁽⁷⁾	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 9%	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 13.5 %	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 23%	-	#DIV/0!	#VALUE!	#VALUE!
Total 3, Non-Construction Costs (incl VAT)	€ -	#DIV/0!	#VALUE!	#VALUE!
				TOTAL C
4 Site Costs				
Site Acquisition Cost	-	#DIV/0!	#VALUE!	#VALUE!
Site Finance Cost	-	#DIV/0!	#VALUE!	#VALUE!
Site Stamp Duty, Legal Costs, etc	-	#DIV/0!	#VALUE!	#VALUE!
Site surveys (incl detailed boundary survey)	-	#DIV/0!	#VALUE!	#VALUE!
Sub-Total, Site Costs (excl VAT)	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 0% ⁽⁷⁾	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 9%	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 13.5 %	-	#DIV/0!	#VALUE!	#VALUE!
VAT at 23%	-	#DIV/0!	#VALUE!	#VALUE!
Total 4, Site Costs (incl VAT)	€ -	#DIV/0!	#VALUE!	#VALUE!
				TOTAL D
5 Total Development Costs (TDC) - Basic Construction, Abnormals, Non-Construction and Site Costs (1, 2, 3 + 4) (incl VAT)	€ -	#DIV/0!	#VALUE!	#VALUE!
	TENDER PRICE			

Notes:

(1) Main building works include for all works from ground floor slab to roof level, inclusive of works to building envelope, circulation spaces, M&E equipment and installation.

(2) Fit-out to homes inclusive of and not limited to floor finishes (wet areas only), kitchens (excluding white goods), bathrooms and fitted wardrobes as per Respond Requirements document.

(3) Performance Bond Value to be based on Construction Element only of Total Development Costs (Tender Price), i.e., combined value of Total 1 and Total 2 above

If Main Contractor is involved in more than two schemes at any given time with Respond they will be required to provide a 12.5% performance bond.

If Main Contractor is involved in less than two schemes at any given time with Respond they will be required to provide a 10% performance bond

(4) Abnormals cost relate to non-standard construction requirements such as poor ground conditions resulting in enhanced substructures, contaminated ground, invasive species, services diversions, protected structures, etc which are resulting in additional costs within the Development

(5) Enhanced Fit-out to homes inclusive of and not limited to additional floor finishes (extended to all areas), blinds to apartments, etc as per Respond Requirements document.

(6) Tenderers should identify and include a breakdown of the costs (if any) included for communal facilities (eg Management Suite / Creche / Residential Amenity) and the like

(7) Tenderers when calculating VAT amounts should seek specialist tax advice to ensure proper allocation of costs; in particular, the introduction of the second reduced rate of 9% on qualifying apartments and apartment blocks should be carefully considered when preparing VAT calculations for Tenders.

The pricing schedule has to allow for all costs associated with the Respond Design Guide and Respond Requirements documents, etc

Part V Notes

Please provide us with a copy of the Part V agreement (where the Part V has been agreed with the Local Authority)

Where part V agreement has not been reached the figures will be adjusted to reflect the Part V agreement when agreement is reached

Schedule of Areas Notes

For housing developments tenderers should include a floor area schedule for each house type

For apartment developments tenderers should include an overall floor area schedule to include circulation areas and individual apartment areas.

Floor area schedules should be measured overall to inside face of external walls

Property Details including Floor Areas to be inserted in "Property Details" sheet within this document

Developers Profit Payment Notes

Developers Profit will be paid as set out in the Development Agreement

Developers Retention Deduction/Monies Notes

Retention of 3% will be retained throughout the duration of the contract on the value of all the Main Contract works

50% of the retention will be released on handover of the completed homes and the remaining 50% will be released at the end of the Defects Liability Period upon satisfactory completion and certification of defects

APPENDIX 2 - Pricing Summary & Schedule Document

PROPERTY DETAILS

For [insert project name]

Home No	Address	Eircode (if available)	Handover date	Type of unit	No. of Beds	Total Acquisition Costs €	Part V home (yes / No)	Floor Area (sq m)	Energy Rating (BER)
1				Detached	3-Bed		No		A2
				Semi-Detached	3-Bed		No		A2
				Semi-Detached	3-Bed		No		A2
				Terraced	3-Bed		Yes		A2
				Terraced	2-Bed		No		A2
				Terraced	3-Bed		No		A2
				Semi-Detached	3-Bed		No		A2
				Semi-Detached	3-Bed		No		A2
				Terraced	3-Bed		No		A2
				Terraced	2-Bed		No		A2
				Terraced	2-Bed		Yes		A2
				Terraced	3-Bed		No		A2
				Semi-Detached	3-Bed		No		A2
				Semi-Detached	3-Bed		No		A2
				Terraced	3-Bed		No		A2
				Terraced	3-Bed		No		A2
				Terraced	3-Bed		No		A2
				Terraced	3-Bed		No		A2
				Terraced	2-Bed		No		A2
				Terraced	2-Bed		No		A2
				INSERT ADDITIONAL ROWS AS NECESSARY					

APPENDIX 3

Respond Design Guide and Respond Requirements

[See separate Respond Design Guide and Respond Requirements documents]

APPENDIX 4

Development Agreement and Contract for Sale

[See separate Development Agreement and Contract for Sale documents]

APPENDIX 5

Evaluation of Price - Worked Example

EXAMPLE PRICE CRITERIA ASSESSMENTS

Example 1

A Development Details

Developer A has submitted a proposal for a 100 Unit Development on a site in the Fingal Co Co Region. The Development comprises 20 No 3 Bed Homes with 40 No 1 Bed Homes and 40 No 2 Bed Duplex Homes.

The Tender Price for the Development is €43,500,000 including VAT which is calculated as follows:

- Basic Construction Cost for Homes totalling €28,500,000

Therefore Average Basic Construction per Home is

€285,000.00

- Abnormals Costs for services infrastructure upgrades, non-standard sub-structures, sloping site, etc totalling €3,250,000 including VAT

Therefore Average Abnormals Cost per Home is

€32,500.00

- Non-Construction costs for Development totalling €4,750,000 including VAT

Therefore Average Non-Construction Cost per Home is

€47,500.00

- Site Costs for Development totalling €7,000,000 incl VAT

Therefore Average Abnormals Cost per Home is

€70,000.00

B Assessment Methodology

Formula used for Assessment Methodology is:

$$S = M * (((U + L) / 100 / 2) - (((U - L) / 100 / 2)) * (D / W / 100))$$

where,

S = Score Achieved for Sub-Criterion

M = Sub-Criteria Marks Available

U = Upper Limit of Applicable Score Band

L = Lower Limit of Applicable Score Band

D = % Difference from Average Cost Parameter figure

W = % Difference between Upper and Lower Limit of Applicable Deviation Band

Score (Proportion of Marks Available)	Deviation (+/-) from Average Cost Parameter Figure
100%	-40% or more
86% to 99%	-20% to -39%
61% to 85%	-19% to 0%
46% to 60%	+1% to +19%
31% to 45%	+20% to +29%
16% to 30%	+30% to +39%
1% to 15%	+40% to +49%
0%	+50%+

B1 Average Basic Construction Cost per Home Unit (1600 Marks)

Average Basic Construction Cost per Home Unit for current Scheme is	€285,000.00
---	-------------

Average Basic Construction Cost per Home Unit for Fingal Region is	€290,000.00
--	-------------

Current Scheme is therefore -1.72% less expensive than the Average Basic Construction Cost parameter

The Current Scheme is therefore in the -19% to 0% Band which is allocated between 61% and 85% of the available Marks

- Sub-Criteria Calculation is as follows:

$=1600 * (((85+61)/100/2) - (((85-61)/100/2)) * (1.72/19/100))$ which equates to **1167.83 out of 1600 Marks**

B2 Average Abnormals Cost per Home Unit (800 Marks)

Average Abnormals Cost per Home Unit for current Scheme is	€32,500.00
--	------------

Average Abnormals Cost per Home Unit for Fingal Region is	€30,000.00
---	------------

Current Scheme is therefore 8.33% more expensive than the Average Abnormals Cost parameter

The Current Scheme is therefore in the 1% to +19% Band which is allocated between 46% and 60% of the available Marks

- Sub-Criteria Calculation is as follows:

$=800 * (((60+46)/100/2) - (((60-46)/100/2)) * (8.33/18/100))$ which equates to **423.74 out of 800 Marks**

B3 Average Non-Construction Costs per Home Unit (800 Marks)

Average Non-Construction Cost per Home Unit for current Scheme is	€47,500.00
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Average Non-Construction Cost per Home Unit for Fingal Region is	€60,000.00
--	------------

Current Scheme is therefore -20.83% less expensive than the Average Non-Construction Cost parameter

The Current Scheme is therefore in the -20% to -39% Band which is allocated between 86% and 99% of the available Marks

- Sub-Criteria Calculation is as follows:

$=800 * (((99+86)/100/2) - (((99-86)/100/2)) * (20.83/19/100))$ which equates to **739.43 out of 800 Marks**

B4 Average Site Cost per Home Unit (800 Marks)

Average Site Cost per Home Unit for current Scheme is	€70,000.00
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Average Site Cost per Home Unit for Fingal Region is	€50,000.00
--	------------

Current Scheme is therefore 40.00% more expensive than the Average Site Cost parameter

The Current Scheme is therefore in the +40% to +49% Band which is allocated between 1% and 15% of the available Marks

- Sub-Criteria Calculation is as follows:

$=800 * (((15+1)/100/2) - (((15-1)/100/2)) * (40/14/100))$ which equates to **102.40 out of 800 Marks**

C TOTAL PRICE CRITERION MARKS ACHIEVED (B1 + B2 + B3 + B4)

2433.40 out of 4000 Marks

Mark Achieved 60.83%

Example 2

A Development Details

Developer B has submitted a proposal for a 125 Unit Development on a site in the DLR Co Co Region.

The Development comprises 35 No 3 Bed Homes with 30 No 1 Bed Apartments, 50 No 2 Bed Apartments and 5 No 3 Bed Apartments

The Tender Price for the Development is €64,200,000 including VAT which is calculated as follows:

- Basic Construction Cost for Homes totalling €44,000,000

Therefore Average Basic Construction per Home is

€352,000.00

- Abnormals Costs for services infrastructure upgrades, non-standard sub-structures, sloping site, etc totalling €4,950,000 including VAT

Therefore Average Abnormals Cost per Home is

€39,600.00

- Non-Construction costs for Development totalling €5,750,000 including VAT

Therefore Average Non-Construction Cost per Home is

€46,000.00

- Site Costs for Development totalling €9,500,000 incl VAT

Therefore Average Abnormals Cost per Home is

€76,000.00

B Assessment Methodology

Formula used for Assessment Methodology is:

$$S = M * (((U + L) / 100 / 2) - (((U - L) / 100 / 2)) * (D / W / 100))$$

where,	S	= Score Achieved for Sub-Criterion
	M	= Sub-Criteria Marks Available
	U	= Upper Limit of Applicable Score Band
	L	= Lower Limit of Applicable Score Band
	D	= % Difference from Average Cost Parameter figure
	W	= % Difference between Upper and Lower Limit of Applicable Deviation Band

Score (Proportion of Marks Available)	Deviation (+/-) from Average Cost Parameter Figure
100%	-40% or more
86% to 99%	-20% to -39%
61% to 85%	-19% to 0%
46% to 60%	+1% to +19%
31% to 45%	+20% to +29%
16% to 30%	+30% to +39%
1% to 15%	+40% to +49%
0%	+50%+

B1 Average Basic Construction Cost per Home Unit (1600 Marks)

Average Basic Construction Cost per Home Unit for current Scheme is	€352,000.00
---	-------------

Average Basic Construction Cost per Home Unit for DLR Region is	€310,000.00
---	-------------

Current Scheme is therefore 13.55% more expensive than the Average Basic Construction Cost parameter

The Current Scheme is therefore in the 1% to +19% Band which is allocated between 46% and 60% of the available Marks

- Sub-Criteria Calculation is as follows:

$=1600 * (((60+46)/100)/2) - (((60-46)/100)/2) * (13.55/18/100))$ which equates to **847.20 out of 1600 Marks**

B2 Average Abnormals Cost per Home Unit (800 Marks)

Average Abnormals Cost per Home Unit for current Scheme is	€39,600.00
--	------------

Average Abnormals Cost per Home Unit for DLR Region is	€30,000.00
--	------------

Current Scheme is therefore 32.00% more expensive than the Average Abnormals Cost parameter

The Current Scheme is therefore in the +30% to +39% Band which is allocated between 16% and 30% of the available Marks

- Sub-Criteria Calculation is as follows:

$=800 * (((30+16)/100)/2) - (((30-16)/100)/2) * (32/9/100))$ which equates to **182.01 out of 800 Marks**

B3 Average Non-Construction Costs per Home Unit (800 Marks)

Average Non-Construction Cost per Home Unit for current Scheme is	€46,000.00
---	------------

Average Non-Construction Cost per Home Unit for DLR Region is	€65,000.00
---	------------

Current Scheme is therefore -29.23% less expensive than the Average Non-Construction Cost parameter

The Current Scheme is therefore in the -20% to -39% Band which is allocated between 86% and 99% of the available Marks

- Sub-Criteria Calculation is as follows:

$=800 * (((99+86)/100)/2) - (((99-86)/100)/2) * (29.23/19/100))$ which equates to **739.20 out of 800 Marks**

B4 Average Site Cost per Home Unit (800 Marks)

Average Site Cost per Home Unit for current Scheme is	€76,000.00
---	------------

Average Site Cost per Home Unit for DLR Region is	€60,000.00
---	------------

Current Scheme is therefore 26.67% more expensive than the Average Site Cost parameter

The Current Scheme is therefore in the +20% to +29% Band which is allocated between 31% and 45% of the available Marks

- Sub-Criteria Calculation is as follows:

$=800 * (((45+31)/100)/2) - (((45-31)/100)/2) * (26.67/9/100))$ which equates to **302.34 out of 800 Marks**

C TOTAL PRICE CRITERION MARKS ACHIEVED (B1 + B2 + B3 + B4)	2070.75 out of 4000 Marks
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Mark Achieved 51.77%

APPENDIX 6

Housing Quality Assessment Report proforma

[Also Provided Separately in Soft Copy for completion by Tenderer]

Appendix 6 - Housing Quality Assessment

Note: Tenderer to insert details only where **green text** is indicated.

Project information	
Project name	Development Name (ideally as agreed with Local Authority)
Address	Development Address
No. of homes	XX no. (Total number of homes within the overall development)
No. of homes to be acquired by Respond	Include total number of homes to be acquired by Respond including a breakdown of tenure and dwelling mix per tenure. Example below: XX no. total homes XX no. 1 bedroom 2 person apartments (XX%) XX no. 2 bedroom 4 person duplex (XX%) XX no. 3 bedroom 5 person houses (XX%)
Site Map	Include map identifying the site location.
Location/proximity to Respond's existing housing cluster	To be populated by Respond.
Project Image	Include key image of development. CGI preferable if available.
Planning Permission	
Date of Grant of Planning Permission	Include date of any relevant planning permissions
Planning Reference no.	Include reference number of any relevant planning permissions Confirm status of Fire Safety Certificate and Disabled Access Certificates
Any Onerous Planning Conditions	Highlight any onerous/non-standard planning conditions if applicable.
Zoning	Confirm zoning for site.
Part V Requirements	Confirm whether or not Part V has been agreed with the Local Authority.
Local Authority Housing Need	
Support for the Project and Market Rent	To be populated by Respond.

The following are the key criteria that the scheme will be assessed against to align with national climate, planning and regulatory policies including BCAR Building Control (Amendment) Regulations 2014, National Planning Policy, Government Climate Action Plan 2019 and United Nations Sustainability Development Goals.

1.0	Environment/ Site Considerations	Complies
1.1	Land Use	Yes/No
	Brownfield Development (site include delict/underused buildings) If Brownfield confirm existing site usage/ any relevant structure. Greenfield Site	Yes/No
1.2	Residential Density	Confirm density in dwellings per hectare.

Appendix 6 - Housing Quality Assessment

Note: Tenderer to insert details only where **green text** is indicated.

	1.3	Ecology	Has an Appropriate Assessment been carried out as part of planning?	Yes/No
			Confirm or otherwise	
			Is an Environmental Impact Assessment (EIA) required?	Yes/No
			Confirm or otherwise	
	1.4	Energy and Carbon in Use	Dwellings to achieve minimum Building Energy Rating (BER) of A2	Yes/No
			Confirm or otherwise	
	1.5	Waste Management	Communal storage areas are sufficiently sized to satisfy the three-bin system for the collection of mixed dry recyclables, organic waste and residual waste.	Yes/No
			Describe arrangement and location of refuse storage. Communal, three bin etc.	
			Waste storage areas are adequately ventilated to minimise odours and potential nuisance from vermins/flyes with drainage and water supply for cleaning.	Yes/No
			Confirm or otherwise	
	1.6	Transport Impact	Waste storage areas are not on the public road and not visible to, or accessible by the general public. Appropriate visual screening provided.	Yes/No
			Additional description if required.	
			Confirm the total number of car parking spaces.	
			The total number of car spaces provided is XX. Visitor car parking spaces is XX Resident car parking spaces is XX Car sharing spaces XX	
			Confirm the total number of bicycle parking spaces for residents, visitor and total. Add details around location of stores if possible.	
			The total number of bicycle spaces provided for residents is XX.	
			The total number of bicycle spaces provided for visitors is XX.	
			Bicycle stores are located...	
			Parking provided in compliance with the planning requirements as stipulated.	Yes/No

Appendix 6 - Housing Quality Assessment

Note: Tenderer to insert details only where **green text** is indicated.

		Confirm or otherwise	
1.7	Urban Design & Master Planning		
	1.7.1	Scheme Density, height, massing and building form is acceptable, a minimum of 20-22 meters separation between directly opposing rear facing front floor windows is provided and an optimum privacy strip (2.1) is provided at ground floor level to all homes. Confirm percentage of dual aspect homes.	Yes/No
	1.7.2	Massing and block layout: overlooking of rear gardens by others is minimised, passive surveillance is maximised through the active street frontage at ground floor level. Provide brief description of development setting out site area, density, scale and massing and any unique elements.	Yes/No
	1.7.3	Public and private open spaces including balconies comply with Quality Housing for Sustainable Communities (QHSC) (2007), Design Standards for New Apartments (DSFNA) (2018) and Sustainable Residential Development in urban areas. Confirm or otherwise	Yes/No
	1.7.4	High amenity green spaces – clear centre to the scheme. Provide brief description of the open spaces provided within the scheme. Confirm area of communal amenity space and public open space.	Yes/No
	1.7.5	Materials are of good quality, easily maintained and fit for purpose. Provide brief description of primary facing materials, including windows and doors.	Yes/No
1.8	Serviced	Does the site have all service connections immediately available including broadband? Confirm or otherwise	Yes/No
2.0	Health & Well Being		Complies
	2.1	Indoor Air Quality/Ventilation	
		Ventilation, and all doors and windows, not dimensioned are confirmed by the developer to meet appropriate building regulations. Consistent with good practice all habitable rooms are provided with an openable window, generally exceeding 10% of the floor area of the room.	Yes/No

Appendix 6 - Housing Quality Assessment

Note: Tenderer to insert details only where **green text** is indicated.

		Confirm or otherwise	
2.2	Daylighting	The floor to ceiling heights are a minimum of 2.4 meters in height and the quality of the apartments in relation to sunlight, ventilation and daylight is adequate. Confirm percentage of dual aspect and include total number of single aspect north facing if applicable. Confirm ceiling heights and note whether daylight and sunlight report has been completed.	Yes/No
2.3	Acoustic comfort from external sources	Is there a bus route, major road, motorway or outdoor leisure facility within 20-10m of the site? Confirm or otherwise	Yes/No
		If yes, are what mitigation measures are put in place? Provide brief description of mitigation measures if applicable.	Yes/No/ n/a
2.4	Design for summer & winter comfort	Orientation (passive solar gain) where possible is maximised throughout the site layout, therefore houses and apartments avail of reducing energy consumption and carbon emissions. Confirm or otherwise	Yes/No
2.5	Walkable Neighbourhood	Are there availability of walking and bicycle paths and is the site close to existing community amenities and services. Confirm or otherwise	Yes/No
2.6	Internal Storage	Is adequate general storage provided as per minimum floor areas? (hot presses) or boiler space will not count as general storage. Confirm or otherwise	Yes/No
2.7	Internal Layouts	Do the room and dwelling sizes comply with all housing guidelines as issued by the Department of Housing, Local Government and Heritage and or LA development plans as relevant. Confirm or otherwise	Yes/No
		Are the private open spaces, including balcony widths and areas useable and in compliance with DHLGH guidelines and LA development standards?	Yes/No

Appendix 6 - Housing Quality Assessment

Note: Tenderer to insert details only where **green text** is indicated.

			Confirm or otherwise	
3.0	Economic			Complies
	3.1	Energy Cost	What is the proposed heating method? Confirm proposed heating method.	Yes/No
			Are there PV panels? Confirm or otherwise	Yes/No
	3.2	Universal Design	Are there universally design homes as per NDA Universal Design Guidelines Ireland? Confirm or otherwise	Yes/No
			If yes, how many homes are UD, UD+ or UD++ Confirm number of homes if applicable.	Yes/No/ n/a
	3.3	Flood Risk	<i>*Based on the risk identified in a Flood Risk Assessment carried out with reference to OPW flood maps and guidance available at http://www.floodinfo.ie</i> Is the site identified on floodinfo.ie? Confirm or otherwise	Yes/ No
			If yes, is there medium/high probability of flooding? Site identified as being in Floor Risk Zone C (low risk of flooding from rivers and sea) Confirm or otherwise	Yes/ No
			Are mitigation measures undertaken to reduce risk of flooding? Provide brief description of mitigation measures if applicable.	Yes/ No
4.0	Sustainable Location			Complies
	4.1	Options for Transportation	Is the nearest train station within 1.2km of the site? (note: Luas and DART are not considered trains but are included under low emission transport). Add details.	Yes/ No
			Is the nearest public transport stop within 1km of the site? Add details.	Yes/ No
			Is the site within 1Km of low emission transport options: city bicycle scheme, car club scheme, and charging point for electric/hybrid vehicles, Electric/hybrid bus lines, LUAS/Dart line? Add details.	Yes/ No

Appendix 6 - Housing Quality Assessment

Note: Tenderer to insert details only where **green text** is indicated.

		Does the site have standard accessibility by foot or bicycle? Add details.	Yes/ No
4.2	Access to Amenities	Is the site within 750m of supermarkets, minimarkets, grocery shops, street markets etc? Add details.	Yes/ No
		Is the site within 1km of parks, gardens, green spaces, lakes and rivers etc ? This is including the parks and open spaces within the development) Add details.	Yes/ No
		Is the site within 750m of restaurants, bars, cafes, snack stands, bakeries etc or any food facilities. Add details.	Yes/ No
4.3	Education	Is the site within 1.5km of Children's nurseries, crèches, schools or universities. Add details.	Yes/ No
4.4	Public Administration	Is the development within 1.5km of local public administration offices, town halls, citizen services, and other public facilities? Add details.	Yes/ No
4.5	Medical Care	Is the development within 1.5km of a primary care centre or other medical facilities including doctors, dentists, physiotherapists, and nursing homes, hospitals and rehabilitation clinics? Add details.	Yes/ No
4.6	Sports Facilities	Is the development within 1.5km of sports fitness clubs and gyms, games pitches and courts, spas, sports and skating tracks or any other sports facilities? Add details.	Yes/ No
4.7	Leisure	Is the development within 1.5km of leisure centres including cinemas, galleries, theatres, libraries, bowling and billiards, dance schools, wellness etc.? Add details.	Yes/ No
4.8	Other Services	Is the development within 1.5km of post offices, banks, launderette, veterinary clinics, printing centres, bookshops, flower shops, etc.?	Yes/ No

Appendix 6 - Housing Quality Assessment

Note: Tenderer to insert details only where **green text** is indicated.

			Add details.	
	4.9	Services within the development	Are there other services proposed as part of the development such as crèche, communal building? Add details.	Yes/ No

Note: Tenderer to insert details only where **green text** is indicated – cells “greyed out” will be completed by Respond as part of the review of the project/development.