An Ghníomhaireacht Forbartha Talún
The Land Development Agency

DOCUMENT 01

REQUEST FOR TENDERS

Establishment of a Multi-Party Framework Agreement for the Provision of Technical and Construction Quality Assurance and Quality Control Services (QAQC)

Procedure	Open Procedure (Directive 2014/24/EU)
eTenders RFT ID	9498383
OJEU Reference	As per OJEU designation
Issue Date	13th November 2026
Closing Date for Queries	2nd December 2026 @ 16:00 (Irish time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for Receipt of Completed Tenders	15th of December @ 16:00 hours (Irish time)

Information relating to this competition, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Responses to queries will be circulated to all Tenderers by email. The identity of the person making a query will not be disclosed when circulating the response. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

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Part A — Introduction and the Contracting Authority

A1 Disclaimer

This document issued herewith ("the Document") 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.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document 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 Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents 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 company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

A2 The Contracting Authority

The Land Development Agency (the "LDA", also referred to in this RFT as the "Contracting Authority") is the authority responsible for this procurement. The LDA's purpose is to maximise the supply of affordable and social homes on public land in a financially sustainable manner, supporting the creation of thriving communities and delivering ongoing positive social impact. The vision is for the provision of affordable and social housing to meet the needs of the nation, delivering a social return from development and a stable, national housing capacity to support sustainable, inclusive, and vibrant communities such that residents of Ireland can be assured of housing options that support their needs, throughout their lives.

The Land Development Agency DAC has been established under the Land Development Agency Act 2021. This Act confers functions on the Agency including to develop and regenerate relevant public land for the delivery of housing; to develop and manage housing on that and other land including with other persons or bodies; to enable the Agency to form subsidiaries for the purposes of carrying out its functions and to provide for a requirement that a proportion of the dwellings provided on relevant public land and former relevant public land will be made available on a cost rental basis. Further background, including the LDA's role under the Government's 'Housing for All' plan and Project Tosaigh, is set out in Appendix 1 (Specification of Requirements).

A3 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis. SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract. Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can

prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

Part B — How the Framework Operates

B1 Type of Framework

This competition relates to the establishment of a multi-party framework agreement for the provision of technical and construction quality assurance and quality control services to monitor a portfolio of residential units at various stages of the development process. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts ("Call-Off Contracts") may or may not be awarded.

The contractual chain is: Procurement → Framework Agreement → Call-Off → Individual Call-Off Contract. The Framework Agreement (Appendix 3) governs framework-level rights and obligations; each Call-Off Contract is formed on the Call-Off Contract Terms and Conditions (Appendix 5) completed with the particulars established in the relevant Call-Off Order or Mini-Competition. On any conflict, the Framework Agreement prevails except in respect of matters it expressly permits to be determined at call-off level (Framework Agreement, Clauses 1.3 and 6.9).

B2 Scope of Requirements and Detailed Specification

The scope of this framework is for the provision of Technical and Construction Quality Assurance and Quality Control (QAQC) monitoring services over a portfolio of residential units at varying stages in the development process. The Contracting Authority requires up to six (6) suitably qualified and experienced Framework Members with the multi-disciplinary technical resources required to execute the services outlined in this document. These technical resources must include the disciplines set out in the Resourcing Requirements at Appendix 1, and each must be competent and experienced in rendering such services for projects of a similar size, nature, scope and complexity to the Typical Project. A detailed specification of service requirements is outlined at Appendix 1.

B3 Framework Users

The contracting authorities entitled to award Call-Off Contracts under the Framework Agreement are: (i) the LDA; (ii) each of the LDA's wholly-owned subsidiaries and designated activity companies formed under, or whose shares are held pursuant to, the Land Development Agency Act 2021; and (iii) each other Government Department, State agency, local authority or other contracting authority in the State whose statutory or assigned functions include the provision, enablement or activation of housing[1]. Each Framework User contracts in its own name; the LDA is not liable for Call-Off Contracts awarded by other Framework Users. The €50,000,000 maximum value at Section B8 applies to call-offs by all Framework Users in aggregate.

B4 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. The individual shall have a proven project management track record of leading multidisciplinary teams, managing projects throughout their lifecycle, acting as a trusted adviser to senior stakeholders, and providing strategic and operational leadership on major client engagements. They will have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the services required. The duties of the contract manager will include: project management of their multidisciplinary team, full oversight of their multidisciplinary team's performance, overall responsibility for a good working relationship with the Contracting Authority; providing regular reports on performance as agreed with the Contracting Authority; meeting as and when required to review and examine performance; dealing with disputes, complaints or concerns that cannot be adequately resolved; and proactively discussing with the

[1] The LDA will remain the employer unless otherwise agreed

Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings. Further details relating to contract and relationship management are set out at Appendix 1.

B6 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework with up to six (6) Framework Members, subject to that number meeting the minimum criteria and rules.

B7 Duration of the Framework Agreement

The Framework Agreement will run for an initial period of three (3) years from commencement, subject to satisfactory annual review of performance, and may be extended at the Contracting Authority's sole option by one (1) additional year. The maximum duration of the Framework Agreement will not exceed four (4) years. The Contracting Authority confirms that the period of any Call-Off Contract awarded under the Framework Agreement may extend beyond the date of expiry of the Framework Agreement.

B8 Estimated and Maximum Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €50,000,000 (excluding VAT) over the term of the Framework Agreement, and that figure is the maximum value of the Framework Agreement for the purposes of applicable procurement law: on it being reached the Framework Agreement will be exhausted. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement, and appointment to the Framework does not of itself guarantee any expenditure, volume, minimum revenue, number of call-offs, allocation of projects or geographic areas, exclusivity, continuation of requirements, or any particular share of the Framework Users' business. Any pipeline, volume or project information provided is indicative and non-contractual.

B9 Awarding Call-Off Contracts under the Framework Agreement

Promoting efficiency is a key element of this Framework Agreement. To this end, the Contracting Authority has designed call-off mechanisms which allow easy access to the required services in a manner that minimises administrative burdens. Based on an assessment of known market rates, the Contracting Authority has established a defined, fair and reasonable Rate Card of maximum (ceiling) hourly rates against which all Framework Members will deliver services; the Rate Card and the call-off pricing options are set out at Appendix 2. The Rate Card rates are maximum prices, fixed for the first two (2) years of the Framework Agreement; in years three (3) and four (4) rates may be adjusted, upward or downward, in line with the Consumer Price Index or any method agreed between the Framework Members and the Contracting Authority.

Call-Off Contracts will be awarded in accordance with Clause 6 of the Framework Agreement (Appendix 3), which tenderers should read in full and which provides in summary:

- **Mini-Competition (Clause 6.4)** Competition is reopened among all Framework Members capable of performing the requirement. Each Mini-Competition Request establishes the requirements and the call-off-specific award criteria, sub-criteria, weightings, thresholds and response requirements for that competition, drawn from the published menu at Clause 6.4.4 (including price within the Rate Card ceilings, resources and hours, key personnel, methodology and programme, mobilisation, risk management, and ESG capability). Award is to the most economically advantageous tender.
- **Direct Award (Clause 6.5).** Where all terms are established in the Framework Agreement, a Framework User may award directly using: the ranked cascade (offer to the highest-ranked member, passing over only for documented objective reasons); rotational allocation for defined routine categories; the objective conditions of continuity, time-criticality or pre-qualified specialist capability; or the low-value and routine services route. Every direct-award decision is documented.

- **Packaging (Clause 6.7).** Requirements may be aggregated or divided, and call-offs may cover single or multiple sites, geographic bundles, phases, portfolios or programmes, sequentially or concurrently, including pilot and mobilisation requirements.
- **Engagement conditions (Clause 6.6).** Before any engagement the Framework Member must confirm capacity, confirm no conflict of interest, and submit a delivery proposal.

B10 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the framework member(s). Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member(s) the right to be consulted in respect of, or tender for, any contract.

B11 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Agreement as appended at Appendix 3. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in Part E of this document.

B12 Award to Runner Up and Replacement of Framework Members

If for any reason it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process, the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

Likewise, if having awarded a contract under the framework, a framework member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to terminate the contract and that member's membership of the framework, and to replace that member with the next highest-ranked tenderer from this competitive process on the terms advertised and without material modification, in accordance with Regulation 72(1)(d) of the European Union (Award of Public Authority Contracts) Regulations 2016 and Clause 2.3 of the Framework Agreement. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

Part C — Selection Criteria

The Contracting Authority is using the Open procedure for the award of this framework agreement; therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's qualifications, tenderers are required to complete Part 1 of the Tender Response Document (Selection and Award Criteria) at Appendix 4, which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

C1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Sections C3 and C4 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

C2 Relying on the Standing of Other Entities

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary. If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

C3 General, Declarations and Financial Requirements

Tenderers are required to provide information on the following by completing Part 1 of Appendix 4 (Tender Response Document — Selection and Award Criteria). The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Requirement	Detail
General Information	Provide contact and general information on the tendering organisation — company name, address and contact details for the individual responsible for this tender and company overview, as well as information on sub-contractors and consortium members if applicable.
Declarations	Complete the Declaration re Personal Circumstances as per Article 57 of Directive 2014/24/EU, as implemented by the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016), and the Declaration regarding compliance with relevant statutory obligations, both as contained in Appendix 4. Where tenderers are established and operating outside the jurisdiction, compliance with equivalent legislation as applicable in the country of establishment / operation is required.
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in Appendix 4.
Turnover and Financial Standing	Confirmation that the tendering party's turnover was equal to or exceeded €2,000,000 during three (3) of the last five (5) financial years. Confirmation of financial standing ensuring the tendering party has the financial capacity to pay

	its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Insurance	Confirmation that, if appointed, the tenderer will hold the types and levels of insurance set out in the Schedule of Insurances at Schedule 4 of the Framework Agreement (Appendix 3), reproduced in Appendix 4 and Appendix 6: Employer's Liability €13,000,000 any one claim; Public Liability €6,500,000 any one claim; Professional Indemnity €6,500,000 in the annual aggregate (with the project-specific each-and-every-claim basis where required, as set out in the Schedule of Insurances). Formal broker confirmation will be required from successful tenderers prior to appointment (Appendix 6).

C4 Technical Criteria

Tenderers are required to provide information on the following by completing Appendix 4. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Technical Resources. Tenderers must provide information which demonstrates access to the minimum number of skilled personnel indicated below. Personnel shall have the levels of qualifications and post-qualification experience set out in the Resourcing Requirements at Appendix 1.

Skillset Required	Minimum Number
Contract Manager	1
Senior Architect	1
Senior Civil Engineer	1
Senior Structural Engineer	1
Senior Mechanical Engineer	1
Senior Electrical Engineer	1
DAC Consultant	1
Fire Consultant	1
Sustainability Specialist	1
~~Façade Consultant~~	~~1~~
Architectural Site Inspector	1
Civil Engineering Site Inspector	1
Structural Engineering Site Inspector	1
Mechanical Engineering Site Inspector	1
Electrical Engineering Site Inspector	1

Previous Experience. Tenderers must provide information that clearly demonstrates the successful delivery of three (3) comparable Technical and Construction QAQC monitoring projects (250 units or

more within the last 5 years) and in doing so must in each case demonstrate the execution of the deliverables set out at Appendix 1. Please complete Appendix 4. The Contracting Authority reserves the right to verify submitted projects via referees.

Health & Safety. Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete Appendix 4. Evidence of compliance will be required as a condition of contract award.

Quality Assurance. Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete Appendix 4.

Environmental Management System. Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether 3rd party certified or in-house. Please complete Appendix 4.

Part D — Award Criteria and Evaluation

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. The framework will be awarded on the basis of the following award criteria and weightings.

Crit.	Title and Description	Weighting	Max Marks	Min Marks Required (50%)
A	Understanding of the Brief — The quality of the Tenderer's understanding of the environment and landscape in which the LDA operates.	5%	50	25
B	Risk Management — An objective of this framework is to provide the LDA with independent assurance regarding technical, compliance, construction and delivery risks associated with Multi-Unit Residential Developments. Describe your proposed methodology for identifying, assessing, communicating and mitigating risks throughout both the technical due diligence assessment phase and the construction monitoring phase. Describe your approach to preparing and implementing a project-specific inspection matrix / inspection plan for large-scale residential developments during the construction stage. Include as part of the response: a sample Client Risk Register and a sample Project-Specific Inspection Matrix / Inspection Plan.	20%	200	100
C	Approach & Methodology to the Delivery of Services — The quality of the Tenderer's approach to delivering a typical Multi-Typology Multi-Unit Residential Development project as described at Appendix 1. In responding to this Award Criterion, Tenderers are required to describe their approach and methodology based on the Typical Project and the associated deliverables described at Appendix 1.	20%	200	100
D	Quality & Relevancy of Technical Resources — The quality of the experience and qualifications of the proposed technical resources. Tenderers must provide: an organisation chart clearly defining the structure and composition of the resourcing model proposed for the	20%	200	100

	Framework Agreement, outlining roles and responsibilities for each of the proposed resources (identifying employees and sub-contractors); a narrative that demonstrates the suitability and applicability of the proposed organisational structure; and a Curriculum Vitae (CV) for each of the resources listed in the Part C Technical Resources table. The CV for each resource must include details of the qualifications and skills in line with the resource requirements described at Appendix 1, and the relevant previous experience on residential projects of an equivalent scale, scope and complexity to the Typical Project described in Appendix 1.			
E	Resource Allocation & Management — The quality of the Tenderer's approach to Resource Allocation and Management. Tenderers must demonstrate how internal resources are assigned and managed to fulfil the requirements of the services and what contingency measures they will use to ensure continuity of resources. Tenderers to confirm the maximum amount of live projects they can resource and must demonstrate how the resource pool can be expanded to deal with multiple concurrent projects.	10%	100	50
F	Contract & Relationship Management — The quality of the Tenderer's approach to contract and relationship management. Tenderers must provide details of their proposed communications process, liaison and reporting structures between the Contracting Authority and the Tenderer, quality assurance mechanism, issues and escalation procedures and management.	5%	50	25
G	Sustainability – Tenders should outline the measures they will take during the performance of the contract as it relates to green public procurement policy.	5%	50	25
H	Cost — The cost element of the award criteria will be assessed on the basis of the total tendered cost, being the number of hours tendered for each skilled personnel category multiplied by the preset maximum hourly rate for that category set out in the Rate Card at Appendix 2. The preset rates are inclusive of all costs including travel expenses and	15%	150	75

	subsistence. Tenderers are therefore competing on the efficiency of their tendered resource-hours profile for the defined scenario. The number of hours is to be based on the following scenario: 300 apartments within Dublin; Technical Due Diligence period of 12 weeks; construction period of 24 months; 120 benchmarks; 100 Product Submittals; 200 Drawing Submittals; snagging to 20% of units and 100% of common areas. Tenderers are required to outline their cost proposal by completing and signing the cost workbook issued as part of Appendix 2.			

D1 Response Format and Page Limits

Tenderers must submit their response to the Award Criteria using the response sections in Part 2 of the Tender Response Document at Appendix 4, in the following format and within the page limitations described. Font size to be size 12.

#	Section / Title	% Marks	Page Limit (A4)
ES	Executive Summary (not scored)	—	1
A	Understanding of the Brief	5%	2
B	Risk Management	20%	8
C	Approach & Methodology to the Delivery of Services	20%	8
D	Quality & Relevancy of Technical Resources: Organisational Chart (1); Roles & Responsibilities (2); Suitability & Applicability Narrative (3); Curriculum Vitae (2 per resource)	20%	As stated,
E	Resource Allocation & Management	10%	4
F	Contract & Relationship Management	5%	3
G	Sustainability	5%	2
H	Cost	15%	As per Appendix 2 cost workbook

Notes: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers. Award of contract may be subject to attendance at a clarification and verification meeting; it is essential that the key personnel assigned to this contract are available and present at this meeting. Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

D2 Methodology for Calculating Scoring of Qualitative Criteria

Tenderers MUST achieve each of the Minimum Qualifying Thresholds for each of the Award Criteria. Failure to achieve any Minimum Qualifying Threshold will result in the Tenderer being eliminated from the Competition. For each of the individual Award Criteria, the following Scoring Methodology will be applied. Marks in the score ranges outlined below can be awarded where responses so merit additional marks.

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client – satisfactorily supported.
< 50%	Unacceptable	Less than 50% is unacceptable.

D3 Clarification / Verification Meetings

Award of contract/membership of the framework agreement may be subject to attendance at a clarification and verification meeting. It is essential that the key personnel assigned to this contract are available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible. A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer. Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

D4 Clarification of Abnormally Low Tenders

The contracting authority in circumstances where it considerers a tender response to be abnormally low in part or in full, will exercise its obligations pursuant to article 69 of the public procurement directive 2014/24/EU

Part E — Instructions for Tenderers

E1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will not be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

To submit a document to the electronic postbox, please note that tenderers must click “Submit Response”. After submitting, tenderers can still modify and re-send their response up until the response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

E2 Closing Date for Tenders

The closing date for tenders is **15th December 2026 at 16:00** hrs local time. It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

E3 Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible. The closing date for queries is **2nd December 2026 at 16:00** hrs local time; the process for submitting queries is via www.etenders.gov.ie only.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

E4 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

E5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of twelve (12) months is required, this period commencing on the closing date by which the Tenders are to be returned.

E6 Discrepancies between Documents

A pdf version of the Request for Tenders has been made available on eTenders. This document will be considered as the primary source document in this procurement process; word versions of documents where they are provided are being made available to assist tenderers in responding to the tender

competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

E7 Formatting of Tenders / Amending Tender Documentation

Tenderers must ensure the following: the first page of their tender contains all relevant contact information; all responses should include page numbers and a contents page; follow, where possible, the number structure of the Request for Tenders; and ensure that the tender response is structured in a format for ease of evaluation customised to the RFT.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided, particularly in relation to costing / pricing, may result in tenders being eliminated.

E8 Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

E9 Confidentiality

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or its staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

E10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

E11 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors — where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

E12 Change in the Composition of a Tenderer

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

E13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice (Corruption Offences) Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

E14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

E15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

E16 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

E17 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. Potential outcomes can be: Award of Contract; Letter of Regret; or a decision not to proceed with the award of Contract.

The following information will be provided in the Letter of Regret: name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of the tenderer and that of the successful tender; features and characteristics of the successful tender where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

E18 Award Notices

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

E19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

E20 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

E21 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

E22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

E23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

E24 Currency and Payments

The currency in which all prices and rates shall be tendered, and in which payments under the contract will be paid, shall be euro (€). All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT. A schedule of payments will be

agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

E25 Relevant Legislation

(a) Irish Legislation and Law. Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

(b) Health & Safety. With respect to the jurisdiction where the supply of goods or services will be provided, the successful Tenderer must comply with the following Health and Safety legislation as applicable: the Safety, Health & Welfare at Work Act 2005.

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

(d) Accessibility / Dignity at Work. The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel. In line with the Disability Act 2005, accessibility requirements should be clearly stated in requests for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

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

(f) Freedom of Information. All responses to this Request for Tenders will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

(g) Late Payment. The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in Commercial Transactions transposed into national legislation as S.I. No. 580 of 2012 and amended by S.I. No. 281 of 2016.

(h) Data Protection. “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection

Act 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time. The Contracting Authority will be a Controller (where 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 Request for Tenders. The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the Declarations section of Appendix 4 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.

E26 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.