REQUEST FOR TENDERS

for appointment to a Framework for the Provision of Monitoring Surveying Services to Home Building Finance Ireland (HBFI)

V1

(Ref: 2026PR091)

KEY DATES	
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Response Deadline:	**7 December 2026 at 14:00 hours Dublin time**

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1. INTRODUCTION

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

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

Note: This competition does not involve the provision of monitoring surveying services to the NTMA.

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

Further information on the NTMA can be found on www.ntma.ie.

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

2. STRUCTURE OF THIS COMPETITION

2.1 This RFT includes the attached schedules and all supporting and supplemental information.

2.2 This is an open competition for the procurement of services listed in Annex XIV of Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016 (the "Procurement Regulations"). The procedure for awarding a framework agreement for these services (as set out in this RFT) has been determined in accordance with Chapter 1 of Part 3 of the Procurement Regulations, taking into account the specificities of the services required.

2.3 This call for competition to tenderers (each a "**Tenderer**") involves the appointment of a number of firms (each a "**Consultant**") to two panels (each a "**Panel**" and together the "**Framework**"). Details of each panel and the Services applicable are as described in Schedule 4 *(The Services)* and shall generally be as follows:

Monitoring surveying services to be provided to the Authority in respect of:

- Panel 1 – developments that are principally housing developments
- Panel 2 – developments that are principally apartments/high-density/high-rise/multi-phase/mixed tenure residential developments and developments with a high level of complexity.

2.4 Provided a sufficient number of suitable Tenderers apply, the Authority intends to appoint the following numbers of Consultants to each Panel:

- Seven (7) Consultants to Panel 1; and
- Five (5) Consultants to Panel 2.

The Authority reserves the right, at its absolute discretion, to appoint more or fewer Consultants to any Panel under the Framework.

2.5 Tenderers may submit a tender for one or more Panels referenced in section 2.3 above. If a Tenderer participates in a consortium, it may be a member of one consortium only.

2.6 Tenderers should submit their responses to the RFT in full compliance with Schedule 3 *(Form of Tender)*.

2.7 Tenderers may only submit one tender for each Panel and must clearly identify which Panel(s) they are applying for. Therefore, if a Tenderer wishes to tender for the provision of all Services, the Tenderer must submit a separate tender for each of the Panels. Tenderers may be appointed to both Panels.

2.8 Subject to section 5.4 (*Compliance*), only those Tenderers who satisfy the minimum requirements (for the relevant Panel) as set out in Schedule 1 (*Minimum Requirements*) may be permitted to proceed further in this competition. Any tender that fails to meet a minimum requirement will be eliminated.

2.9 Tenderers shall be appointed to a Panel, if awarded, on the basis of the most economically advantageous tenders submitted for each Panel, determined using the award criteria specified in Schedule 2 (*Award Criteria*). The successful Tenderers shall be appointed to the Framework subject to the pre-conditions detailed in section 7.3 (*Preconditions to Award of Framework Agreement*).

2.10 Any Services awarded to a Consultant, shall be governed by the terms set out in a framework agreement substantially in the form provided in Schedule 6 (the "*Framework Agreement*") to be entered into between the Authority and that Consultant. In particular, Tenderers should note that clause 3 of the Framework Agreement provides for the Framework to be operated in a number of ways, including the right to directly award contracts for Services in the circumstances described therein. Consequently, any distribution of work across the Consultants participating in the Framework may vary.

2.11 The Framework Agreement, if awarded, shall be for a term of four years, subject to annual review.

2.12 Appointment to a Panel does not constitute a commitment or guarantee by the Authority to procure services from any Consultant. The Authority is not obliged to award any Services under the Framework Agreement and may procure contracts for the Services in other ways.

2.13 The Authority reserves the right to award the Framework in whole, in part or not at all.

3. SCOPE OF SERVICES

3.1. The Services

The Authority requires a Framework, comprising two (2) Panels, for the provision of monitoring surveying services under Irish law. The Services to be provided under the Framework Agreement are more particularly described in Schedule 4 (*The Services*).

3.2. Additional Services

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

4. GENERAL INFORMATION

4.1. Consortia

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

4.2. Sub-contracting

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

4.3. Reliance on Resources

If a Tenderer is relying on the resources of a parent or other entity in order to meet the minimum requirements detailed in Schedule 1 (*Minimum Requirements*) (including, for the avoidance of doubt, with respect to turnover), the Tenderer must demonstrate the commitment of such other entity to provide the necessary capacities, for example by providing a letter from such entity confirming that it will provide the capacities or resources being relied upon and will execute a

contractual commitment to that effect if required by the Authority to do so. A guarantee or other commitment from such entity may be required as a condition of contract award.

Where an entity is being relied upon in order to meet the minimum selection criterion (Schedule 1, section 2.4) (*Minimum Experience*) the Tenderer must confirm that the entity being relied upon will itself perform the services for which those capacities are required. If this is not established to the satisfaction of the Authority, the Authority will assess the suitability of the Tenderer without taking into account the capacities of such entity.

4.4. Conflicts of Interest

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

4.5. Tendering Costs

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

4.6. No Liability

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

4.7. No Legal Obligation

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

4.8. Governing Law and Jurisdiction

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

4.9. Confidential Information

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

4.10. Right to Amend or Terminate the Tender Process

The Authority may, in its absolute discretion:

a. change the basis of, or the procedures (including the timetable) relating to the tender process;

b. reject any or all of the tenders;

c. invite Tenderers to proceed further at any stage of the tender process;

d. do such things or engage in such actions as it deems necessary to ensure that the Services and provision thereof yield value for money, which may include requiring a re-submission of any element of tenders;

e. furnish Tenderers with additional information in respect of any aspect of the Services; or

f. abandon the tender process.

4.11. Addendum to RFT Documents

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

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

a. Any queries, perceived ambiguity, discrepancy, error or omission Tenderers may have in relation to this RFT must be directed to the messaging facility on www.etenders.gov.ie related to this competition. The Query Deadline for receipt of queries is as defined in the Key Dates table on the frontpage of the RFT.

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

b. If a Tenderer believes that a query and/or its response relates to a confidential or commercially sensitive aspect of its tender it must mark the query as "confidential" or "commercially sensitive". If the Authority, at its discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential (subject to any applicable legal requirements). If the Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or raise any objection within 24 hours and state the grounds for objection. If the query is not withdrawn or no objection is raised or the Authority is of the opinion that notwithstanding the objection or withdrawal, the query is not confidential or commercially sensitive, the Authority may issue the query and its response to all of the Tenderers.

c. All responses to requests by Tenderers, contained in addenda issued by the Authority, will contain the terms of the request (or a summary of it) but shall make no reference to the identity of the Tenderer.

d. Once Tenderers have submitted their tenders, they will be deemed to have fully read and understood the tender documents (including the Framework Agreement) and to have raised any relevant queries and received all necessary clarifications prior to submitting their tenders.

4.13. Confidentiality and Media Communication

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

a. this RFT or the procedure of appointing Consultants to the Framework;
b. any Services awarded to a Consultant; and
c. the provision of the Services.

4.14. Release of Information

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

4.15. Interference, Collusion or Canvassing

a. Tenderers who endeavour to influence, collude, induce or interfere in any way with the evaluation process or any award decision will have their tender rejected.

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

4.16. Environmental, Social and Labour Law

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

b. Tenderers shall be required to undertake to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (if applicable) and to indemnify the Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

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

4.17. Registrable Interest

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

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

4.18. Further Information

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

4.19. Individual Meetings

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

4.20. Standstill Period

No Framework Agreement will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent by electronic means a notice informing them of the results of this competition (the "**Standstill Period**").

5. COMPLETION OF TENDER

5.1. Form of Tender Requirements

Tenderers must submit:

a. a duly completed tender and such additional supporting information as may be required as set out in Schedule 3 (*Form of Tender)* to include completion of the European Single Procurement Document as set out in Schedule 1 (*Minimum Requirements*); and

b. such other information as the Authority may request prior to the Response Deadline (as defined in section 6.1).

5.2. Minimum Requirements

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

5.3. Award Criteria and Evaluation

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

5.4. Compliance

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

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

5.5. Complete Information

a. Tenders should be complete and all details requested should be submitted. Incomplete tenders may be rejected.

b. Each Tenderer shall be deemed to have satisfied itself, before submitting its tender, as to the completeness and sufficiency of its tender in compliance with the requirements of this RFT.

5.6. English Language

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

5.7. Word Count/Page Number Limit

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

5.8. Clarification of Tenders

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

5.9. Abnormally Low or High Fees

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

5.10. Interviews

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

5.11. Fees

a. Hourly rates tendered in accordance with section 4.3 of Schedule 3 (referred to as the "**Fees**") should be denominated in **euro (€)** exclusive of VAT. All Fees should be completed to two decimal places. The VAT rate(s) applicable should be indicated separately.

   The Fees shall include expenses such as materials, travel and accommodation, photocopying, printing, postage, courier fees, telephone/data costs, administration support and all organisational overheads (but exclude VAT).

b. Fees shall be fixed and free from fluctuations in exchange rates and other costs and no price variation shall be allowed for any rise or fall in the cost of labour, materials etc. for the duration of the Framework Agreement, save for indexation as set out in Clause 9 of the Framework Agreement.

c. Without prejudice to the generality of section 5.4, Fees shall be free of any caveats or conditions.

d. Tenderers should note that the Authority may publish the Fees of the appointed Consultants under the Framework Agreement or any Contract Order.

e. Tenderers proposing to tender for the Framework should note the provisions of Clause 8.1 of the Framework Agreement regarding the fees payable to a Consultant for the Services in certain circumstances.

5.12. Tender Validity Period

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

5.13. Freedom of Information and Data Protection

a. The Authority is subject to the provisions of the Freedom of Information Act 2014 as well as other legislation governing access to information. Therefore, where Tenderers consider any information they provide in the course of this competition to be commercially sensitive or confidential in nature, they should identify that information as "commercially sensitive" or "confidential" and specify the applicable reasons. The nature of the documentation may then be taken into account by the Authority in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. Where required by law, the Authority will consult with Tenderers before making a decision on a request received. The statutory requirements of the Freedom of Information Act 2014 will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that on conclusion of the Framework Agreement for the services that are the subject-matter of this competition, a right of access to the Framework Agreement and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

b. The submission of any personal data (including any personal data contained in any curriculum vitae) ("Personal Data") with a tender shall constitute confirmation from the Tenderer that it has a lawful basis to disclose any such Personal Data to the Authority for the purposes of the tender process. Tenderers should ensure that only Personal Data which is strictly necessary for the evaluation of the tender is included and should avoid inclusion of special category personal data. Once it obtains any Personal Data, the Authority will act as a data controller of such data and will process it for the purposes of conducting and administering the tender competition in accordance with its statutory functions and applicable law. The Authority will retain such Personal Data for (a) in respect of an unsuccessful tender, up to one year following completion of the appointment of the successful Tenderer and (b) in respect of a successful tender up to seven years following completion of the Services, based on applicable law, regulatory guidance and contractual obligations. For further information in relation to how the NTMA processes personal data, including a person's various rights under data protection law and details of how to contact the NTMA, please refer to the NTMA Data Protection Statement which is available at: http://www.ntma.ie/information-pages/data-protection-statement/. For further information in relation to how HBFI processes personal data, including a person's various rights under data protection law and details of how to contact HBFI, please refer to the HBFI Data Protection Statement which is available at: https://www.hbfi.ie/data-protection-statement.

6. SUBMISSION OF TENDERS

6.1. Response Deadline

The deadline for receipt of tenders is defined in the Key Dates on the front page of this RFT (the "**Response Deadline**"). The Authority may, at its absolute discretion, extend the Response Deadline. Each Tenderer is fully responsible for the safe and timely delivery of its tender.

6.2. Submission

Tenderers should submit their tender via the electronic post box available on

www.etenders.gov.ie. Only tenders submitted to the electronic post box will be accepted.

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

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

6.3. Tenderers To Retain Own Copy

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

7. AWARD OF FRAMEWORK AGREEMENT

7.1. Tender Evaluation

The evaluation methodology and award criteria are set out in Schedule 2 (*Award Criteria*). It is anticipated that the Tenderers that submit the most economically advantageous tenders will be appointed to the Framework, and the envisaged number of Tenderers expected to be appointed to the Framework is as set out in section 2.4 above.

7.2. Notification

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

7.3. Preconditions to Award of Framework Agreement

As a pre-condition to executing the Framework Agreement(s), the Authority anticipates that it will require the highest-ranking Tenderers to:

a. Provide evidence of tax clearance issued by the Revenue Commissioners of Ireland including (where applicable) tax reference number and Tax Clearance Access Number to facilitate electronic verification of tax clearance status (it should be noted in this regard that by providing information for electronic verification, the Tenderer grants permission to the Authority to use such information in order to verify the Tenderer's tax clearance status);
b. Produce a statement that no potential or actual conflicts of interest exist save as disclosed in accordance with section 4.4;
c. Produce evidence of insurance as described in section 2.1 of Schedule 1 (*Minimum Requirements*);
d. Produce evidence of turnover as described in section 2.2 of Schedule 1 (*Minimum Requirements*);
e. Confirm that the Declarations in the ESPD provided in accordance with section 1 of Schedule 1 (*Minimum Requirements*) continue to apply;
f. Demonstrate compliance with any other applicable legal requirement specified by the Authority as being a precondition to executing the Framework Agreement; and
g. Provide any other information requested by the Authority.

If any of the successful Tenderers fail to provide evidence which is considered by the Authority as sufficient, they may be excluded from the competition and the Authority reserves the right not

to proceed to award the Framework Agreement to such Tenderer.

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

7.4. Submissions on Framework Agreement terms

Tenderers are advised to review the Framework Agreement in Schedule 6 and to submit via the query procedure in section 4.12 any material comments or queries they have on the provisions of the Framework Agreement.

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

The Authority reserves the right, at its sole discretion, to re-issue the Framework Agreement prior to tender submission, following its review and assessment of any proposals or issues raised in respect of the Framework Agreement.

Tenderers must submit their tenders on the basis of the terms and conditions set out in the latest version of the Framework Agreement circulated by the Authority in advance of the Response Deadline.

Such Framework Agreement shall not be subject to further material comments or negotiations between the Authority and Tenderers, including the successful Tenderers. Any Tenderer who seeks changes to the terms and conditions in its Tender may be treated as having submitted a qualified Tender and may have their Tender rejected. Similarly, the Authority may reject the Tender of any Tenderer who seeks to introduce changes to the terms of the Framework Agreement following submission of Tenders.

7.5. Signing of the Framework Agreement

Subject to compliance with all applicable pre-conditions, the Authority shall execute a Framework Agreement with each of the successful Tenderers.

Where the signed Framework Agreement is not returned by any of the successful Tenderers within the period specified by the Authority (if any) then the Authority reserves the right not to proceed to award the Framework Agreement to such Tenderer.

SCHEDULE 1

MINIMUM REQUIREMENTS

Tenderers are required to complete the European Single Procurement Document (ESPD) Request provided as part of the suite of tender documentation issued on www.etenders.gov.ie. The ESPD must be completed and submitted as part of the tender response.

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

1. ESPD Part III: Exclusion grounds

Tenderers should note that where a Tenderer is a consortium (as referred to in section 4.1 of the RFT), each consortium member must complete Part III of the ESPD separately.

1.1 Sections 3.B.1 and 3.B.2 of Part III of the ESPD contain grounds for exclusion of a Tenderer from participation in the procurement procedure for non-payment of taxes or social security contributions respectively. Without prejudice to such grounds for exclusion, the Authority may also exclude a Tenderer from participation in the procurement procedure where the Authority can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions PROVIDED THAT such rights of exclusion shall not apply when the Tenderer has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

1.2 Regarding the exclusion grounds referenced in Sections 3.A (Ground relating to criminal convictions) and 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD, the Authority shall not be obliged to exclude a Tenderer where:

(a) on an exceptional basis, there are overriding reasons relating to the public interest such as public health or protection of the environment; or
(b) such an exclusion would be disproportionate, including where:
    i. only minor amounts of taxes or social security contributions referred to in Sections 3.B.1 and/or 3.B.2 are unpaid, or
    ii. the Tenderer was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions referred to in Sections 3.B.1 and/or 3.B.2 at such time that it did not have the possibility of taking measures as provided for in paragraph 1.1 above before the expiration of the deadline for submitting its tender; or
(c) a period of 5 years has elapsed from:
    i. the date of conviction of the Tenderer for an offence referred to in Section 3.A (Grounds relating to criminal convictions) of Part III of the ESPD; or
    ii. the date the relevant breach is established by the judicial or administrative decision in relation to the breaches referred to in Section 3.B (Grounds relating to the payment of taxes or social security contributions) of Part III of the ESPD.

1.3 The power to exclude a Tenderer in one or more of the situations referred to in Section 3.C of Part III of the ESPD, in the manner there mentioned, shall not be exercisable where the Authority establishes that 3 or more years have elapsed since the date that the Tenderer concerned was in the relevant situation referred to in that section.

1.4 In considering evidence provided by a Tenderer in the ESPD regarding measures taken to demonstrate its reliability despite the existence of a relevant ground for exclusion referred to above, factors that will be relevant to the Authority's considerations will include whether the Tenderer can show that it has:

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

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

2. ESPD Part IV: Selection criteria

Tenderers should note that where a Tenderer is relying on the capacity of other entities for the purposes of fulfilling any of the Selection Criteria below the Tenderer must ensure that each such entity:

i. completes and submits a separate ESPD in respect of each such entity, and
ii. when requested by the Authority, submit proof, to the satisfaction of the Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

The Selection Criteria below will be assessed on a pass/fail basis in respect of each Tenderer. Tenderers are entitled to rely on the capacity of other entities to meet these requirements (subject to the above and section 4.3 (*Reliance on Resources*)), in which case any references in paragraphs 2.1-2.4 below to "Tenderer" shall be interpreted as including such entities. Failure to meet any of these Selection Criteria will lead to elimination of the tender.

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

2.1. Minimum Insurance

The successful Tenderer(s) will be required to have in place for the duration of the contract(s) awarded under the Framework Agreement (and for six years thereafter in the case of

Professional Indemnity insurance) the following levels of insurances covering each and every claim, unlimited in the period (or in the case of Professional Indemnity insurance, with an annual aggregate limit that is acceptable to the Authority, in its sole discretion, of which in this instance is €5 million):

- Employer's Liability € 13 million
- Public Liability € 6.5 million
- Professional Indemnity € 1.5 million

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

Tenderers are referred to clause 12.3 of the Framework Agreement and the right reserved by the Authority to request the limits of indemnity under the insurances prescribed above to be revised upwards depending on the value of any transaction that is the subject of Services.

Tenderers must be able to obtain the above levels of insurance for the relevant panel should they be appointed to the Framework and awarded Services pursuant to the Framework Agreement.

For the purposes of responding to this RFT, it shall suffice to tick section α of Part IV of the ESPD for the purposes of declaring that this requirement is met.

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

In addition to the above-detailed insurances, Tenderers should note that to the extent that the subject matter of any particular Contract Orders(s) to be awarded under the Framework requires, the Authority may require, and the Consultant shall be obliged to take out and maintain, Cyber Insurance with a limit of indemnity and on a basis that is acceptable to the Authority.

2.2. Minimum Turnover (applicable to each Panel as set out below)

Tenderers submitting a tender in respect of Panel 1 and/or Panel 2 must have achieved a **minimum annual turnover level of €1,000,000**, averaged over the course of the previous three (3) financial years, or, where the date of establishment of the Tenderer is more recent, **a minimum annual turnover level of €1,000,000** averaged for each financial year the entity has been established.

When requested, Tenderers must provide evidence of their turnover levels by way of confirmation from the auditor(s) of their financial accounts or by such other means that proves the turnover (e.g. bank manager's confirmation).

Tenderers are also referred to section 4.1 (Consortia), 4.2 (Subcontracting) and 4.3 (Reliance on Resources) of the RFT where relevant.

For the purposes of responding to this RFT, it shall suffice to tick section α of Part IV of the ESPD for the purposes of declaring that this requirement is met.

2.3. Minimum Experience

2.3.1 Panel 1 (principally Housing Developments)

Tenderers submitting a tender in respect of Panel 1 must have provided Monitoring Surveying services of a similar nature in terms of range and complexity to the Services required by the Authority set out in Schedule 4 (*The Service*s), on behalf of a funder or equivalent for:

- Four projects that are principally housing developments of a minimum development cost of at least €5 million and consisting of a minimum of 25 residential units;
- At least one of the housing development projects referenced must have both a minimum development cost of €8 million and consist of a minimum of 40 residential units; and
- All of the residential development projects relied upon must have been completed or in construction within the last three years (36 months).

2.3.2 Panel 2 (Apartments/High-Density/High-Rise/multi-phase/mixed tenure residential developments and developments with a high level of complexity Developments)

Tenderers submitting a tender in respect of Panel 2 must have provided Monitoring Surveying services of a similar nature in terms of range and complexity to the Services required by the Authority set out in Schedule 4 (*The Service*s), on behalf of a funder or equivalent for:

- Three apartment/high-density/high-rise residential projects of a minimum development cost of €30 million;
- One of the apartment/high-density/high-rise residential projects referenced shall consist of a minimum of 150 apartment units; and
- All of the residential development projects relied upon must have been completed or in construction within the last three years (36 months).

With reference to both Panel 1 and Panel 2, in cases where the Tenderer:

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

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

For the purposes of responding to this RFT, Tenderers must complete Part 1b) of Appendix 1 (*Tender Response Document*).

The Authority may contact these referees for verification / clarification of the reference without prior notice being given to the Tenderers.

2.4. Minimum Average Personnel (applicable to each Panel as set out below)

Tenderers must meet the following minimum average annual personnel (i.e. technical personnel) levels over the last three years; where the date of establishment of the Tenderer is more recent, the minimum average annual personnel levels specified below will apply to an average of the period during which the entity has been established:

Two Chartered Quantity Surveyors and in addition two Quantity Surveyor(s) and/or Project Monitoring Surveyor(s).

When requested, Tenderers will be required to provide evidence of their average annual personnel over the last three years.

For the purposes of responding to this RFT, it shall suffice to tick section α of Part IV of the eESPD for the purposes of declaring that this requirement is met:

SCHEDULE 2

AWARD CRITERIA

Table 1

Award Criteria	Marks Available
1. **Proposed Team** as described in section 4.1 of Schedule 3 (*Form of Tender*)	**45**
2. **Approach & Methodology,** as described in section 4.2 of Schedule 3 (*Form of Tender*)	**35**
3. **Fees** as described in section 4.3 of Schedule 3 (*Form of Tender*)	**20**
TOTAL AVAILABLE MARKS	**100**

1. Tender Evaluation Methodology (applicable to each Panel):

a. **Schedule 1 (Minimum Requirements)** - Tenders will be assessed for compliance with the minimum requirements contained in Schedule 1 (*Minimum Requirements*) in respect of each Panel. Such assessment will be conducted on a pass/fail basis. Failure to meet the Minimum Requirements will lead to elimination.

b. **Award Criteria 1-2** – Marks will be allocated to the responses contained in tenders against the award criteria and weightings specified in Table 1 above and by reference to the bands set out in Table 2 below (provided they have not been eliminated as non-compliant or for failure to meet a minimum requirement) and on a relative basis by reference to the responses to such criteria contained in other tenders received (provided they have not been eliminated as non-compliant or for failure to meet a minimum requirement).

Table 2

Weighting	Meaning
90% - 100%	Excellent. A Tender with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.
70% - 89%	Very good. A Tender that demonstrates a real understanding of the requirements and provides assurance that the Tenderer will deliver to a very good or high standard.
50% - 69%	Good. A Tender that demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
20% - 49%	Unsatisfactory. A Tender where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 19%	Poor. A Tender where serious reservations exist. This may be because, for example, insufficient detail is provided, the response has fundamental flaws or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.

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

c. **Award Criterion (Fees)**:

Fees:

The Total Weighted Figure calculated by reference to the Hourly Rates, as described in section 4.3 of Schedule 3 (Form of Tender), will be evaluated and marked using the following formula:

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

Where:

'Tender Rate' is the Total Weighted Figure of the tender being evaluated.
'Lowest Tender Rate' is the lowest Total Weighted Figure evaluated.
'Highest Tender Rate' is the highest Total Weighted Figure evaluated.
'Weighting' is **20** for each Panel.

d. **Determination of most economically advantageous tender(s):**

Panel 1 - The marks allocated to each tender under each award criterion will be added together and the tenders with the highest total score will be the most economically advantageous tenders. Panel 1 of the Framework, if awarded, will be awarded to the Tenderers that submit the most economically advantageous tenders. The envisaged number of Tenderers expected to be appointed to Panel 1 of the Framework is set out in section 2.4 of this RFT.

Panel 2 - The marks allocated to each tender under each award criterion will be added together and the tenders with the highest total score will be the most economically advantageous tenders. Panel 2 of the Framework, if awarded, will be awarded to the Tenderers that submit the most economically advantageous tenders. The envisaged number of Tenderers expected to be appointed to Panel 2 of the Framework is set out in section 2.4 of this RFT.

2. Tie-Break Criteria

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

a) If the evaluation results in a tie between two or more tenders, then the tender with the highest overall score for the criterion 'Proposed Team' shall be deemed the more economically advantageous tender.

b) In the event of a tie and there being no difference in the scores for the criterion 'Proposed Team', then the tender with the highest score for the criterion 'Approach and Methodology' shall be deemed the more economically advantageous tender.

3. Proposed Team

Subject to clause 7 (*Key Personnel*) of the Framework Agreement, the Services must be performed by those individuals (or individuals of equivalent standing, subject to approval) that

have been identified in the tender.

4. Confidentiality of Evaluation

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

SCHEDULE 3

FORM OF TENDER

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

Tenderers are referred to Appendix 1 (**"Tender Response Document" or "TRD"**) which is provided in the suite of tender documents uploaded to www.etenders.gov.ie. Tenderers must address all elements of Appendix 1 as listed below.

Responses to each quality criterion (Parts 2 - 3 of Appendix 1) will be assessed on an overall basis for each criterion.

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

Tenderers must not submit URL's for consideration as part of their Tender.

1. General Information of the Tenderer

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

2. Conflicts of Interest

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

3. Minimum Requirements

Tenderers must declare by way of ESPD that they satisfy the requirements set out in Schedule 1 (*Minimum Requirements*). Tenderers are referred to section 5.2 (*Minimum Requirements*) of the RFT.

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

4. Award Criteria (applicable to both Panels)

4.1. Proposed Team

Tenderers must complete Part 2: Proposed Team of Part C of Appendix 1 Tender Response Document.

Note: Tenderers may propose the same personnel for each Panel for which they are tendering, however the personnel will be marked based on their suitability for each individual Panel relative to the other responses received for that Panel.

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

- the structure of the proposed team (which may be described in the form of a chart) showing the proposed roles, responsibilities and reporting arrangements for each team member, detailing their individual role in respect of the Services required by the HBFI;
- proposals for ensuring availability of sufficient suitable personnel to provide continuity of service at all times during the performance of the Services;
- the identity of the key point of contact with the HBFI; and
- CVs for each key team member of the proposed team (substantially in the format set out in the Schedule 5 (Standard CV Format) of the RFT) demonstrating the suitability of the proposed team members to perform their assigned tasks, including past experience on similar assignments.

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

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

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

4.2. Approach and Methodology

Tenderers must complete Part 3: Approach and Methodology of Part C of Appendix 1 Tender Response Document.

In their response to this criterion Tenderers should **in no more than 8 A4 pages (including tables, images and diagrams)**:

- demonstrate an understanding of the required Services by describing the key issues to be addressed and managed as part of the Services as outlined in Schedule 4 (The Services);
- provide specific details of their approach and methodology for delivering each element of the Services, as outlined in Schedule 4 (The Services);
- provide details of the proposed interactions with HBFI throughout each element of the Services, as outlined in Schedule 4 (The Services);
- provide details of internal review process and quality control/assurance measures, including the proposed level of Director (or equivalent) oversight throughout the performance of the Services to ensure the provision of accurate and high quality output at all times;
- provide proposals for continuous improvement;
- provide details on how the Tenderer proposes to manage the environmental impact of the delivery of the Services; and
- provide details of any dependencies required from HBFI to assist in the performance of the Services.

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

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

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

4.3 Fees

Tenderers must complete Part 4: Fees of Part C of Appendix 1 Tender Response Document, comprising;

4.3.1 Hourly Rates

Tenderers must submit hourly rates (excluding VAT) ("Hourly Rates") for the provision of the Services by their personnel, in accordance with Section 5.11 (Fees) of this RFT.

The Authority shall reserve the right under the Framework Agreement to request fixed/ lump sum fees, and fixed fees from time to time for certain Services should it deem it expedient to do so in its absolute discretion.

The Hourly Rates tendered in the table below will apply to Services performed by all personnel of the Consultant. Therefore, Tenderers must categorise their personnel within these categories only. Should a Tenderer have differing ranks of that are considered to be equivalent to any of the ranks of personnel specified in the table below, such differing ranks should be referenced in the tender and a single rate submitted for that category. The rate that is charged to Authority shall be the single rate applicable to that category regardless of the rank of personnel within that category that performs the Services.

Tenderers must provide Hourly Rates in euro (€) exclusive of VAT, and inclusive of all expenses for the provision of the Services as described in Schedule 4 (The Services). Hourly Rates tendered must include all administration fees and all costs/expenses. Tenderers are reminded of the conditions detailed in section 5.11 (Fees) of the RFT.

The quantities included in Fees Table are indicative only and do not represent any expectation on the part of the Authority regarding the volume of activity in relation to the Services.

Tenderers must not adjust the format or the "Notional Quantity" indicated in the Fees Table.

The Hourly Rates tendered may be utilised in obtaining the fees for the Services from the Consultant. The Authority will provide project specific information and development documentation, and may provide a pricing document template aligned with the personnel categories identified in this section and may provide indicative quantities of hours allocated for each stage of the Services.

The Framework Agreement provides for Authority to request a fixed price/ lump sum fee for the Contract Order. The Hourly Rates submitted may also be used following issue of the Contract Order for obtaining a fee from the Consultant for items relating to the Services such as,

additional Services, variations/ changes to the Services, owing to unforeseen project specific issues that arise during delivery of the Services.

5. Declaration by Tenderer:

Tenderers must complete Part 5: Declaration by Tenderer of Part C of Appendix 1 Tender Response Document.

SCHEDULE 4

THE SERVICES

Note: each successful Tenderer appointed to the Framework Agreement is a "Consultant"".

1. Introduction

The HBFI Act provided for the establishment of HBFI to make financing available on commercial terms for residential development projects in the State. In this regard, HBFI is seeking the provision of ~~legal~~ monitoring surveying services ~~under Irish law~~. HBFI was incorporated on 7th December 2018. A group entity of HBFI, Home Building Finance Ireland (Lending) DAC was incorporated on the 4th January 2019. For the purposes of this tender process, references to HBFI shall also include its group entity.

Further information on the activities and objectives of HBFI can be found at www.hbfi.ie.

The Panels

Panel 1:

Panel 1 of the Framework will comprise of Consultants who have been selected for Monitoring Surveying Services (as further described below) to be provided to HBFI in respect of principally housing developments.

Panel 2:

Panel 2 of the Framework will comprise of Consultants who have been selected for Monitoring Surveying Services (as further described below) to be provided to HBFI in respect of principally apartments/ high-density/ high-rise/multi-phase/mixed tenure residential developments and developments with a high level of complexity.

The procedure for the operation of each Panel is set out in the Framework Agreement.

Note: For the avoidance of doubt this competition does not involve the provision of monitoring surveying services to the NTMA.

2. The Services

The services required by HBFIL shall include, but are not limited to, the following services and shall include all other services that are reasonably ancillary and incidental thereto (the **"Services"**):

Overview of the Monitoring Surveyor (MS) Scope of Services

The Monitoring Surveyor ('MS') shall provide Home Building Finance Ireland (Lending) DAC (HBFIL), the 'Employer' / 'Lender' with a professional service as outlined in this Schedule 4 – Scope of Services (the 'Services'). These include:

- Producing an Initial Report.
- Monitoring and producing Monthly Progress Reports in the form set out below.
- Providing a project completion report (if required and requested in exceptional cases.).

1. Initial Stage – Initial Report

The Initial Report to HBFIL should address all aspects of the Project, such as:

- Budget
- Programme
- Drawings and specifications
- Statutory and other consents
- Site surveys and investigations
- Procurement
- Construction methodology
- Contractor and Key Subcontractors
- Site specific delivery risks (high-rise, multiple phases etc)
- Professional consultants' appointments
- Project insurances
- Project agreements/ Building Contract
- Risk register

The report should identify risks and issues associated with the Project and ensure that HBFIL and the Borrower have considered and mitigated the risks and issues, as far as possible, to protect the Lender's interests. To produce the Initial Report, the Monitor must become familiar with all aspects of the Project and establish clear lines of communication with the Consultants, Borrower and HBFIL.

The MS will collate and assess all available project documentation and advise the Employer if further information is required or existing information is inadequate.

The MS will analyse project documents to extract key information, to enable any risks or issues to be identified. The MS need not determine whether any of these project documents are correct (for instance, it need not check the validity of the design and specification). However, the MS must act in an advisory role, bringing any discrepancies or potential issues to the Employer's attention and making recommendations on same.

The MS will:

- Examine project documents, such as the building contract, specifications and drawings, to confirm that the proposed works appear reasonable and are to an appropriate industry standard. (If the design involves more innovative solutions, the MS will highlight what risks these may involve.)
- Assess cost plans, tender reports/ analysis and development budgets to check that all aspects of the Project are adequately covered and that the project costs fall within the relevant benchmarks.
- Check the programme for carrying out design and construction to see that important milestones (such as start, finish and long stop dates) are mirrored within the facility agreement and any third-party agreements. (The MS will highlight the risks of variations or late completion.)
- Analyse project documents to assess potential project risks.

The Initial Report shall include the MS comments on:

- HBFIL risk profile throughout the Project.
- How the project structure, building contract and available documents affect the Employer's risk profile.
- How the contractual relationship between the Borrower/ the Employer, Contractor, third parties and Consultants is structured and any risks associated with the current and future structure.
- Documents that the MS will use throughout the project, to monitor progress and report back to the Employer.

2. Progress Monitoring Stage

During the progress reporting stage, the MS shall:

- Recommend monthly drawdowns (from a technical, construction perspective); and
- Monitor the progress of the Project and the key issues and risks identified in the Initial Report (including how the borrower is mitigating any additional risks).

The MS shall attend the site of the Project, on a monthly basis (or period as agreed with HBFIL) and at key stages within the construction lifecycle.

The MS shall review design and/or construction variations and advise HBFIL of their impact on programme and cost. The MS shall also check that the Employer acts within any time constraints in the project agreements.

The MS will produce monthly reports updating HBFIL on progress and provide an early warning of any potential issues. This shall include details regarding:

- Overall project progress and variations arising;
- Fulfilment of statutory or other consents;
- Actual expenditure (and discharge of payments) and progress against the forecast expenditure and programme: will the project be completed on time and on budget?;
- Quality of construction (in terms of health and safety, rate of progress and finish);
- Site progress photographs;
- Information on the discharge of conditions precedent; and
- Any changes to the project's Risk profile.

3. Practical Completion

If required and requested, a report at practical completion should include a copy of the following. This will only be requested in exceptional cases:

- Relevant certificates (including practical and completion certificates);
- Relevant statutory and non-statutory consents;
- A defects schedule or ***snag list***;
- A financial report charting the performance of Project cashflow; and
- A copy of (or confirmation of the location of) the Health and Safety file, Operations and maintenance manuals (O&M manuals).

The MS shall advise HBFIL of any risks arising from normal information. If the MS is instructed to continue the Services during the defects liability period or subsequent works a follow up report shall be provided on completion of all services.

Refer to detailed description set out below:

Summary of the role of the Monitoring Surveyor

Stage	Name	Description	Stage Commencement	Key Deliverable
1	Initial Stage: Initial Report	- Assessment of the technical risks on the Project to inform the HBFIL decision on whether to provide finance to the Development. This is completed by reference to: - Initial Report: This is a report on all technical costs and risks to inform HBFIL decision on viability of the Development and progression/ approval of Borrower's application. It provides technical due diligence and close out of outstanding technical items and confirmation on position of all relevant technical matters.	- HBFIL instruction to MS to commence Initial Report	- Delivery of Initial Report. - This includes an assessment of the Development costs, construction contract, programme and all technical risks as per information provided by the Borrower.
2	Post-Funding Approval: Construction Stage – Progress Monitoring	- Provide Monthly Monitoring Reports: Completion of regular site visits to advise programme and budget. Identify any issues that arise, resolve efficiently, and inform HBFIL throughout. Advising and reporting on new and previously identified technical risks. Advising on construction completion certification. - Providing a monthly recommendation on drawdown of funding by the Borrower. - Note: The MS may not have a role at completion stage of the Development due to the terms of the Facility Agreement, phasing and the Borrower's timeline for repayment of the loan - typically this is repaid in advance of the completion stage of the Development.	- Loan Approval	- Delivery of Monthly Monitoring Reports - This includes the recommendation on drawdown of funding by the Borrower.

Table 1: Summary of Monitoring Surveyor Services

All Stages - General Services

The MS shall**:**

1. Liaise with the Borrower and others throughout the Stages to obtain all Development documentation and information necessary to complete the Services.
2. Ensure effective communications with the Borrower/ its representatives and where such communications or responses are not effective, implement corrective action.
3. Assess the Development documentation and advise HBFIL on all technical matters, including but not limited to: Project cost, procurement, construction, construction industry developments, compliance with statutory consents, certification, programme, phasing, and cashflow, in respect of their impact on the Facility Agreement.
4. Make recommendations to HBFIL on strategy and programme for managing technical risks.
5. Provide the necessary technical advice to HBFIL in respect of all relevant risks associated with the Project works including, demolition, site-clearance, site access, construction, erection, installation, testing, commissioning, decoration and finishing and all matters and works ancillary thereto including on-site infrastructure works and supply of services undertaken or to be undertaken by or on behalf of the Borrower as shall be necessary or appropriate for the carrying out and completion of the Development.
6. When reasonably required to do so by HBFIL, to meet and co-operate with HBFIL/ Borrower in relation to the delivery of the Services. This shall include for presentation of updates on progress and key risks, etc.
7. Allocate sufficient and appropriate qualified and experienced personnel and ensure (where appropriate) such continuity of personnel in such roles as is or may be necessary to ensure proper, effective, and efficient performance of the Services.
8. Keep confidential all information disclosed to the MS by HBFIL/ Borrower or acquired by the MS in connection with or in consequence of the performance of the Services.
9. Have regard to any and all key dates for the commencement and/or the completion of tasks referred to in the Services.
10. The Services required are set out over the Stages below and the MS shall include anything else that could reasonably be inferred from the Services.

Stage 1 – Initial Stage: Technical Due Diligence Report

The MS shall**:**

1.1 <u>Generally</u>

a) Identify and advise on all Project information required to complete the **Initial Report** and review all relevant / available Development documentation.

b) Manage the timely exchange of information required from the Borrower to complete the Services. The MS shall review responses to HBFI requests for further Development information, and close out associated queries.

c) Identify and advise the Borrower and HBFI where information is incomplete and provide recommendations for addressing same and for any further investigative works.

d) Include for an initial kick off meeting with the Borrower and HBFI.

e) Complete a site visit to fully consider any site-specific issues in the context of the Development.

1.2 Land and Property

a) HBFI will separately, complete a legal, property and land due diligence process, however, the MS will be required to liaise with the legal advisor/HBFI's team, and advise HBFI where appropriate in relation to technical matters (e.g. wayleaves).

b) Review and advise HBFI on any relevant technical reports prepared on behalf of the Borrower

1.3 Statutory Consent Compliance

a) Provide observations and commentary on the necessary Statutory Consents (Planning Permission, Fire Certificate and DAC) including the associated conditions attached. Identity any further Statutory Consents required. Provide a summary of the status of agreement of the pre-commencement planning conditions between Borrower and LA. Review and make recommendations in respect of the pre-commencement planning conditions.

b) Review the Statutory Consents for consistency with the related details provided by the Borrower. Advise HBFI on whether the statutory consents are in order to progress the project.

1.4 Borrower's/Developer's Team (Professional Team, Contractor and Project Management)

a) Advise on the suitability of the Developers team, the form of appointment, level of fees, the professional indemnity insurance cover and the scope of services. Advice on any additional/ omitted scope of services.

b) Advise and make a recommendation to HBFI on any professional team/ construction works packages that may require execution of a collateral warranty with HBFI.

c) Review the Contractor's suitability assessment documentation, (re: experience, capability to deliver. etc.) and the Contractor's management proposals, (re: management team, organization structure, site operation, etc.). Advise HBFI on these items and provide any recommendations.

d) Recommend any procedures to HBFI re: agreement of changes, discharge of contingency sum, etc.

1.5 Financial Appraisal

a) Where required, the MS shall review the Borrower's appraisal document. This may contain details of the purchase and sale/rent values including assumptions made to justify values and yields. The MS is not required to assess the value of the Development site as this will be completed by a Valuation Surveyor under a separate appointment.

b) Advise on the methodology used and the adequacy of the Borrower's Development budget.

1.6 Development, finance, consultancy and construction agreements

a) Advise on tender documents, building contracts, professional team appointments, collateral warranties, parent company guarantees and performance bonds, advance payment provisions/ timing in the key subcontractor contracts. This shall include addressing any technical queries and clarifications from the HBFI/ it's legal advisor. **This shall include a review and commentary on building contract, pricing document and the specifications.**

b) Advise on contractual structure of the Project and any pass down risks from the Borrow to others.

c) Review and report on Development insurances, such as, level of cover, expiry date, type of insurances, PI insurance for design team and sub-contractors with design responsibility. HBFIL will appoint an Insurance Advisor by separate appointment.

d) Advise on technical items proposed for inclusion in the draft Facility Agreement.

e) Advise on the technical risks for HBFIL in regard design team members novated to the Contractor, review documents and make recommendations.

1.7 Development costs

Review all Development costs submitted by the Borrower and **provide a clear professional opinion to HBFIL on the adequacy and robustness of the costs submitted by the Borrower**. This shall include but is not limited to:

a) **Construction costs:**
- Advise on building cost, site works cost and site development cost. This shall be supported by reference to relevant benchmarks.
- Provide detailed trade breakdowns for each house/ residential unit type as a comparison.
- Advise on split of works between main contractor and subcontractor.
- Provide independent quantity / cost checks of Borrower's construction costs. Spot checks of measures are required.
- Advise on provisional/ PC Sums, budget allowances and provision for contingency costs.
- Advise on preliminaries, sub-contractor, insurance costs and FF&E costs.
- Interrogate Borrower's proposed construction costs with reference to cost data, such as; comparable projects, elemental costs, measured works, costs per unit, benchmark costs.
- Consider factors impacting on costs, such as; the mix of units, sizes,

geographical location, design, specification/ materials, ground conditions, abnormal costs, site access, etc.
- Clearly identify any exclusions from the costs.
- The MS is required to provide HBFI with an assessment of the tender return amount/ proposed contract sum v. benchmark/ comparable cost in respect of key building elements, such, basement, floors, external/ internal walls, roofs, M&E, etc. These should be justified and supported with reference to comparable costs. Where required, this shall include a remeasure/ cross check of certain elements or BoQ items to ensure satisfaction with level of construction costs.

b) **Development Levies/Contributions/ Fees:**
- Advise on Part V of the Planning Act compliance; Special Infrastructure; Development Bonds (Cash or insurance including payment terms); Confirmation of special contributions (Open Space, landscaping, etc).
- Review and advise on Development contributions, Irish Water charges and connection timeline, Disabled Access Certificates, Fire Safety Certificate fees and utility connections.

-

c) **Legal and Administration:**
- Adequacy of legal budget for sales, land and MUD Act (where applicable).
- Adequacy of the provision of Development management fees included by Borrower.
- Liaise directly with Legal Advisor/ HBFIL on technical/ construction items in regard to the Facility Agreement, advise and make recommendations on same.

d) **Professional Fees**:
- Advise on the adequacy of professional fees.
- Any professional fees omitted from Development costs.
- Fee agreements, scope, and timing of payment of fees.

e) **Sales/ Letting Marketing:**
- Allowance for show house fit out

f) **Other costs:**
- Advise on any other cost headings such as, developers margin, inflation, contingency levels, VAT, home bond, latent defects insurance, etc.
- Clarify these amounts, their purpose and the adequacy of any 'other costs'.

1.8 Development of cash flows and programme

a) Advise on the month-to-month cash flow profile with reference to the proposed programme, phasing and **peak debt funding**, identifying any potential issues, such as adequacy, front-loading, etc. A cash flow graph showing the projected costs to be provided

b) Where the Borrowers' costs are not based on a fixed price/ lump sum contract, assess the risk of cost increases, and make recommendations for managing these

risks. Where a fixed price, lump sum contract – advise on potential for variations/ claims,

c) Review any alternative profiles of cash flow resulting from alternative procurement approaches and programme.

d) Advise on the Borrower's programme to identify any potential risks, such as the adequacy of duration, milestones, sequencing, and any phasing proposals.

1.9 Quality Design and Technical Submission

a) Provide observations and commentary on the robustness of the design information, completeness of scope of work, and specification proposed, and the extent of site surveys and investigations completed.

b) Complete floor area checks of the Borrower's submission and provide confirmation to HBFIL.

c) Identify any proposed works which should not form part of the Development or building contract.

d) Advise on the construction methodology and any particular or non-standard risks.

1.10 Delivery of Report

a) Complete an **Initial Report**. This shall consider the technical costs and risks. This shall consolidate the advice provided by the MS on the Stage 1 activities noted above. This shall be delivered as a high quality, detailed professional report, in a format to be agreed with HBFI, and shall include but is not limited to the following headings: executive summary, risk register, Project summary, budget/development costs, cash flow, programme, design/ drawings and spec, contractor and key subcontractors, construction methodology, statutory consents, insurances, contract; Site Specific Risk, and conclusion. The residual risks to be clearly shown. Recommend any associated commercial/ technical conditions precedent of drawdown of funding. Allow for HBFIL review and commentary of the Report.The Initial Report is completed with reference to the credit committee approved HBFI Cashflow and development budget.

b) Note: Where there are open items from the Initial Report (e.g. final building contract item or professional appointment document item), these shall be discussed in advance with HBFIL and included in a table in the Initial Report - further action/ open items from Initial Report'. This table shall be included in Monthly Report Nr. 1 showing the status and close-out of the further action/ open items.

Stage 2 – Post-Funding Approval: Construction Stage – Progress Monitoring

The MS shall:

2.1 Generally

a) Undertake two key activities during Stage 2, namely: advising and reporting on progress against previously identified /arising technical risks; and providing a recommendation on drawdown of funds from the loan facility.
b) Advise on progress, cost and Project delivery issues with reference to the risks and findings of the Stage 1 - Initial Report.
c) Manage the timely exchange of information required from the Borrower to complete the Stage 2 Services – this shall facilitate the agreed contractor payment schedule/ facility drawdown schedule.
d) Agree with the Borrower timelines, key dates and monthly pre-visit information. Note: Report to be provided to HBFIL within 5 days of receipt of the Borrower's drawdown utilization request (to include all necessary supporting information).
e) Include for an initial stage kick off meeting with the Borrower.
f) Complete a monthly site visit as part of the Stage 2 activities. Where appropriate, attend the monthly site progress meeting to review Project matters.
g) On completion of Stage 2, advise on any lessons learned for HBFIL.

2.2 Land and Property

a) Advise on any specific items identified in the Stage 1 – Initial Report.

2.3 Statutory Consent Compliance

a) Provide comments and advice on whether statutory consents are being adhered to on the Project. Advise on position re: pre-commencement planning conditions and note whether these are in order.
b) Advise on any matters likely to adversely impact on issue of the relevant completion certificates.
c) Confirm with the Borrower whether there are any changes to the planning permission or any additional planning submissions.
d) Request planning compliance tracker to be updated by Borrower, as required and provide commentary on the status of same.

2.4 Developers Team (Professional Team, the Contractor and any proposed Project Management

a) Obtain evidence (e.g., payment of invoices) from Borrower that sub/contractors, suppliers & professionals and project soft costs have been paid from monies certified and that any retention monies have been properly set aside. Advise HBFIL on same.
b) Obtain statement from Borrower that all amounts drawn to date have been paid to the project creditors within the agreed period on the project, advise in status of same.
c) Advise on any specific items identified in the Stage 1 – Initial Report.

2.5 Financial Appraisal

a) Advise on any specific items identified in the Stage 1 – Initial Report.

2.6 Development, finance, consultancy and construction agreements

a) Provide confirmation that Project costs associated with the contingency sum are discharged appropriately. Include a detailed reporting section on contingency and drawn down of same.
b) Contingency cost usage to be included in a specific table. This shall show the cost for each item of contingency costs, total contingency cost and remaining contingency. The contingency amount in the current drawdown must be identified and a description of item(s) to be included with % of Contingency utilized to date. A clear statement on the adequacy of the contingency remaining shall be provided.
c) Provide a table with commentary on the variations to include; description, potential variations, actual/ certified variations with reference contingency cost.
d) Monitor the administration of the building contract.
e) Collateral Warranties: Advise on any construction packages that have a collateral warranty in place with HBFI. .Provide a table in the Monitoring Report on the status of the collateral warranties required project, this shall include: collateral warranty required, collateral warranty received, collateral warranty PI cover, PI Cover eincludete.
f) Insurance: Provide confirmation that Project insurance arrangements are in place (evidence by the Borrower), that the premia are paid and that these are maintained for the Project duration. This shall include details regarding; the level of cover; period of cover; and number of months remaining on the insurance to expiry.

2.7 Development costs

a) Directly discuss the status of any construction costs increases/ variations/ claims, query the relevant items with the Borrower. Provide clear statements to HBFIl on same.
b) The MS will also provide separate commentary on the Budgeted Costs.
c) Report on the agreed Budgeted Costs to include the headings in Section 1.7 above.
d) Report on PC and Provision Sum adjustments, contractual claims and status of contingency.
e) Where required, verify the Borrower cash equity/ cash towards development cost' to be provided by the Borrower as referenced in the HBFI Cashflow document.
f) Confirm satisfaction or otherwise with the cost to complete. HBFIL require a statement from the MS confirming/ or otherwise that 'the remaining total development cost is sufficient to complete the development.

2.8 Development progress, cash flows and programme

a) Review the actual spend and cumulative spend against the agreed budget forecast and provide an assessment/ tracking of costs to complete. A cash flow graph showing the projected and actual costs to be provided.
b) Advise on the actual progress of construction against the planned progress of construction.
c) Assess any updated Project programme submitted and provide an opinion on whether this programme is appropriate. Provide a date for the 'MS projected construction completion'.
d) Provide an update on the number of units that are under construction, a clear high-level summary on the stage of construction of each unit, identifying that above sub-structure level construction and the site development works completed. This should align with the site layout plan showing the units under construction in the

Monitoring Report.

e) Provide a clear high-level summary narrative on the construction progress/ status of the works in the executive summary.
f) Advise on the drivers and cost implications of any variations.
g) Review the Contractor monthly valuations, the Borrowers monthly drawdown amounts and advise whether these are consistent with the planned and actual construction progress.

2.9 Quality - Design and Technical Submission and Building Certification

a) The MS shall consider the quality of the design, workmanship and construction of the Project generally, as part of the monthly site visit, and provide high level commentary in respect of any particular quality issues (within their technical competence) which may potentially/ is likely to impact on the Borrower's ability to discharge its obligations under the Facility Agreement.
b) Consider the provision of health & safety on the Project generally, and where appropriate, provide high level comment.
c) Where appropriate, review the Development completion documents, provide advice on the level of completion of the Development.
d) Monitor and advise HBFIL on the building certification required by the Borrower/ professional team necessary for completion of the Development.
e) Obtain, monitor and advise HBFIL on relevant building certificate(s) (demonstrating compliance with the Building Control Amendment Regulations) and compliance with statutory and other relevant non-statutory approvals, to be prepared by the Borrower's Assigned Certifier/ professional team. Review Consultants monthly letters of compliance to be included in the Borrower's draw-down request.

2.10 Site Services Connections

a) Provide details on status of the services connections, including surface water, wastewater, watermain, ESB, and other. Include for: application made, connection agreement, connection fee paid received, site visit by utility provider, connection date, connection made, Provide in a clear table format.
b) Provide MS commentary on each of these services connections.
c) Where connection agreements / connections are being completed on a phased basis, the report shall be explicit on what phases / units are covered by the services connection agreements in place and the units that have been connected.

2.11 Delivery of Report

a) Complete the monthly **Monitoring Report** and provide a recommendation in respect of the Funding Drawdown Certificate, in a format to be agreed with HBFI. The MS shall provide a clear statement to HBFIL on the adequacy and robustness of the remaining budgeted costs and funding due to the Borrower to complete the Development/ meet the requirements of the Facility Agreement.
b) The **Monitoring Report** shall include but is not limited to the following headings: project overview, executive summary, risk profile/register, Development budget, cash flow, programme, design, construction, contract, variations, insurances, health and safety/ quality, conclusion and appendices (site phasing/delivery status, compliance certificates/letters, commentaries or correspondence). Photographs of progress shall be provided.

c) Provide 'HBFIL Key Project Information' table in a format agreed with HBFI, in the introduction to the Monitoring Report.
d) Provide confirmations to HBFIL that: the amounts drawn down by the Borrower are being appropriately spent on the Project (this may include reference to checks of invoices, hard and soft costs, etc); that the Borrower's invoices to be included in the Utilization Request relate to relevant development costs; that the Borrower has made payment of the relevant development invoices and to relevant creditors (the Borrower is required to provide a monthly confirmation of same); that the remaining contingency is adequate for the development; and that there is sufficient funds remaining in the Facility Agreement to complete the Project.
e) Obtain letters of compliance with Building Regulations and compliance with Statutory Consents (Planning Permission, Fire Certificate and Disability Access Certification (DAC)) from the Borrower's design team to include Assigned Certifier/ Architect, C&S/ Structural Engineer, M&E Engineers. These should be provided in an appendix to the Monitoring Report.

List of Exclusions from the Services

Advice in respect of the following Specialist Services are excluded from the MS Scope of Services:

1. Site Valuation;
2. Environmental pollution or asbestos;
3. Insurance claims;
4. Preparation of development appraisals and associated optioneering;
5. Specialist/ legal interpretation of the building contracts/ clauses;
6. Disputes/ legal proceedings; and
7. Specialist quality/ site inspection advice, e.g. development of quality protocols and management of the implementation of site quality, specialist reporting.

4. Environmental Considerations

The NTMA aims to be net zero in its operations by 2030, and to support the Government's aim of climate neutrality by 2050 through its mandates and ways of working. However, the NTMA's operational emissions are only a small part of its overall carbon footprint. Therefore, the organisation is also measuring a range of scope 3 categories, which includes purchased goods and services. Consequently, the NTMA seeks to procure products and services with reduced environmental impacts. Such impacts may include reduced energy, use of recycled or refurbished material or any other impact that is directly relevant to the delivery of the Services.

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

SCHEDULE 5

STANDARD CV FORMAT

No more than three A4 pages in length

Name:

Proposed role and level of responsibility for delivery of the Services:

Membership of professional bodies:

Other skills:

Position in firm:

Years with firm:

Key qualifications:
(Précis of key experience and areas of expertise)

Specific relevant expertise (in chronological order with start and end dates specified):

Date (from-to)	Client / Project / Development Value	Description of exact role
…….	……..	……..

SCHEDULE 6

FRAMEWORK AGREEMENT

Note to Tenderers: Schedule 6 'Framework Agreement' is provided in the suite of procurement documents uploaded to www.eTenders.gov.ie.

APPENDIX 1

TENDER RESPONSE DOCUMENT

Note to Tenderers: Appendix 1 'Tender Response Document' is provided in the suite of procurement documents uploaded to www.eTenders.gov.ie.