

4.0 Architect Led Design Team Framework

- The ALDT approach has been adopted by the LDA based on a number of considerations including the following;

- o The process brings together design teams that have previous experience working together.

- o One contractual point of reference to the LDA.

- o Allows flexibility within mini competitions for services required. Framework members may be responsible to sub-tender (e.g. certain specialist surveys).

- o An alternative approach would be to procure individual packages by discipline however greater risk would be foreseen with increase in number of procurements (and possibility of challenges) and design integration.

- The Architect-led design team framework will include the following services - architectural, mechanical, electrical, civil and structural engineering, planning, urban design, landscape architecture, traffic & transports services, archaeology, PSDP and environmental consultant services which will allow one contractual obligation and synergy to LDA.

- On a project by project basis, elements of the team can be omitted from the scope and procured separately if deemed appropriate. The proposal is to use a restricted two stage procurement process beginning with a pre-qualification questionnaire. This route is proposed due to the numerous members of the design team, significant interest in the competition and our defined service requirements.

- The proposed value for the ALDT is €75m over a 3-year framework. This is based on data from the previous framework with ALDT accounting for 4% of Total Development Costs which is in line with market rates and our draft pipeline of developments within 3 years.

- The framework will be separated into two lots;

- o Lot 1 - Architect-led design team framework for a development of projects exceeding 300 units (or development equivalent). Estimated value €50m

- o Lot 2 – Architect-led design team framework for a development of projects 300 units and less (or development equivalent). Estimated value €25m.

- There will be 5 members appointed to each lot and firms will only be allowed on one lot. This will allow 10 firms on the framework, ensure competitive tension and be attractive to SME firms.

- Mini competitions will be run for individual projects. Allowance for a rotating appointment for appraisal studies up to a value of €50k. This call off will facilitate the LDA in quickly considering opportunities that arise that are often time and commercially sensitive.
- Flexibility within the mini competitions to exclude/withdraw specific services and tender separately if/as required.
- Proposed timeframe for beginning to procure this framework – September 2020.

QUALIFICATION QUESTIONNAIRE

Establishment of a multi-party framework agreement for	Architect Led Design Team
Procedure	Restricted
eTenders RFT ID	148542
Issue Date	28 th March 2019
Closing Date for Queries	18 th April 2019 at 12.00 (noon Irish time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Questionnaires	29 th April 2019 at 12.00 (noon Irish time)
<p><i>Please note that information relating to this Qualification Questionnaire, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i></p>	

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

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

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

2. Summary

Contracting Authority	Land Development Agency
Nature of Procurement	Architect Led Design Team
Type	Services
Procedure	Restricted Procedure
Stage in procedure	<p>This is the first stage of this competitive procedure whereby any interested party may submit a response to this Questionnaire in order to be considered for inclusion on the tender list.</p> <p>Following evaluation, the top eight (8) scoring applicants will be invited to tender, subject to that number meeting the minimum requirements.</p>
Selection Criteria	As contained in Appendix A to this Document.

3. About the Contracting Authority

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Coordinate appropriate State lands for regeneration and development, opening up key sites for housing delivery;
- Driving strategic land assembly, working with both public and private sector land owners;
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA will be underpinned by grounding legislation and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

3.1 The Projects

The LDA are exploring a number of projects at the following sites:

- Skerries
- Balbriggan
- Naas
- Cork
- Dundrum

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list throughout the duration of the Framework Agreement.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement for Architect Led Design Team Services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

The Architect Led Design Team will comprise

- (a) Architectural Services (incl. design team lead, fire safety design services, disability access design services, employer's representative for the Works Contract, design certifier and assigned certifier services as defined under the Building Control (Amendment) Regulations 2014).
- (b) Civil & Structural Engineering Services,
- (c) Mechanical and Electrical Engineering Services
- (d) Quantity Surveying Services,
- (e) Landscape Architectural Services,
- (f) Project Supervisor for the Design and Construction Process,
- (h) Planning & Environmental Consultant,
- (i) Traffic Management Services, and
- (j) Other ancillary design and consultancy services as required

The architectural services consultant will be the design team lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with five (5) number of operators, subject to sufficient numbers meeting the minimum requirements.

4.2 Duration of the Framework Agreement

The maximum duration of the framework agreement will be four [4] years subject to satisfactory annual review of performance.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €10m (ex. VAT) over the lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

In the case of a multi-party framework agreement contracts may be awarded as follows:

(a) Through invitation to a mini-tender competition of all the firms admitted to the framework agreement. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

4.5 Award to Runner Up

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

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.6 Use of the Framework Agreement

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this

fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

4.7 Specification of Requirements for Initial Contract under the Framework

The framework agreement will be established on foot of a competition for an initial contract for the Skerries Project.

The initial contract will be awarded to the top scoring tenderer shortly after the formal establishment of the framework agreement.

4.7.1 The Tasks

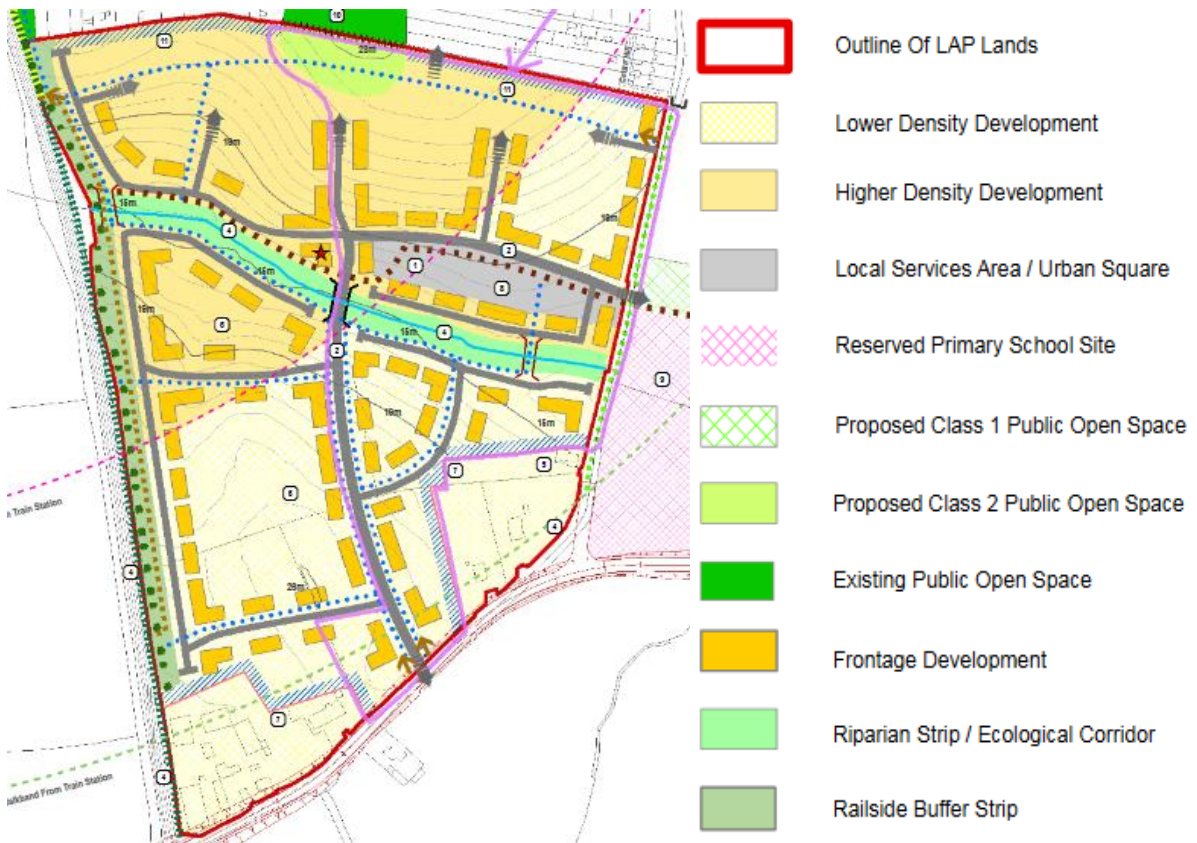
The Design Team will provide a comprehensive range of services, including but not limited to: feasibility studies, master-planning services, new build residential projects delivered through traditional contracts, new build residential projects delivered via design & build contracts, area regeneration projects, residential retro-fit/refurbishment projects, conservation projects & works to protected structures, small works, public realm and precinct improvements, public buildings etc.

4.7.2 The Project - Hacketstown, Skerries

The 7.30ha site is located on the south side of the town of Skerries, approx. 1.5km from the town centre. The boundary to the west is to the Dublin / Belfast railway line and the site has reasonable public transport accessibility, with the bulk of the lands located within 1 Km. of Skerries railway station. It is envisaged that the site has capacity of c. 200 units.

A housing development of 103 units is recently completed - Ballygossan Park, also lies within the Hacketstown LAP. There are two locations on the other boundary where access is available off the existing Golf Links Road.

The majority of the lands are subject to a 'RA' zoning objective, Residential Area, which aims "to provide for new residential communities subject to the provision of the necessary social and physical infrastructure" in the Fingal County Development Plan 2017-23. A small portion of the lands along the northern boundary of the site are zoned 'OS', Open Space. The County Development Plan require the preparation of A Local Area Plan for these lands



Extract from Fingal Co.Co. Local Area Plan

As outlined in the Local Area Plan, the high quality of the landscape at this location is reflected in the landscape designation contained within the Designated Coastal

Character Area in the County Development Plan. The coastal corridor is considered to be of intrinsic natural and high-quality amenity value.

The significant differential in ground levels (c. 14.0m to 26.0m OD) allows for a variety in housing types and heights. The lower ground levels – between the riparian strip/ ecological corridor along the stream up to the 19m contour level are considered suitable for 3 storey / apartments / residential blocks which can be absorbed by the surrounding landscape without adverse impact. (A full topographical survey will be made available to shortlisted Tenderers at next stage)

The proposed design must adhere to all relevant legislation and guidance documentation, which should include the following publications:

- Quality Housing for Sustainable Communities
- Urban Design Manual – A Best Practice Guide
- Sustainable Urban Housing – Design standards for New Apartments
- Guidelines for Planning Authorities
- Design Manual for Urban Roads and Streets
- Fingal Development Plan 2017 – 2023

The layout shall be developed to ensure that the impact on views from the coast road are mitigated while acknowledging the existing topography and balancing the extent of cut and fill as far as practicable.

Some of the Homes should be adaptable over time to meet changing households to meet the needs of the elderly in Skerries, and promote a wide housing choice in terms of tenure, size and type to ensure the development of a balanced community structure within the expanding town of Skerries.

4.8 Details of Contracts Arising Over Life of Framework Agreement

The Contracting Authority intend to appoint a Design Team to provide similar services for each project under their remit over the lifetime of the Framework. The anticipated projects include;

Devoy Barracks, Naas, Co Kildare

The site extends to approximately c. 5.66 ha. It is located to the southwest of Naas Town Centre, and immediately to the west of Kildare County Council's headquarter offices and associated extensive car parking area.

The main access to the subject site is by the Devoy Link Road which was completed in late 2018 and provided access to the subject land for development. The entire site is within the Naas Town Development Plan 2017 and is zoned for new residential development. The western boundary of the site is bordered by the Arconagh residential Development. To the north, the site is bordered by residential housing and industrial buildings. To the east, the site is bordered by Kildare County Council's car park. To the Southwest, the Elsmore residential development is currently under

construction. The newly constructed Devoy Link Road straddles the Southern boundary of the site and provides access to the site.

The following policies and objectives of the KCDP are relevant:

- LDO 1 'Ensure that the density of residential development maximises the value of existing and planned physical and social infrastructure and makes efficient use of zoned lands in accordance with the Guidelines for Planning Authorities on Sustainable Residential Development in Urban Areas, DEHLG (2009)'.
- LDO 3 'Require higher residential densities at appropriate locations as set out in the Guidelines for Planning Authorities on Sustainable Residential Development in Urban Areas, DEHLG (2009)'.

The subject site benefits from primary foul, surface water and watermain infrastructure constructed as part of the Devoy Link Road scheme, with spurs constructed into the subject site at various locations.

Castlelands, Balbriggan, Dublin

The Castlelands site comprise approximately 24.2Ha, strategically located to the south of Balbriggan. The area is conveniently located in terms of connections to Skerries, Swords and Dublin Airport as well as Dublin City Centre and the wider area.

The northern boundary abuts the existing Pinewood Estate on the southern edge of Balbriggan. The site slopes towards the eastern boundary which abuts the Dublin/Belfast railway line. The Development Plan indicates a proposed road from the roundabout in the image above which will bisect the site and permit greater access. Mains drainage for the town has been installed along the line of the proposed road since transfer. The southern section on the site lies within the Castlelands Local Area Plan.

The lands are included in GZT Zone: R1 - New/proposed residential with specific RA zoning - Residential Area - Provide for new residential communities subject to the provision of the necessary social and physical infrastructure.

Fingal Co Co have appointed a multi-disciplinary Consultant team to prepare a non-statutory Castlelands Masterplan. This document provides a constructive high level analysis of the emerging masterplan resulting from this process which is due to be published in Q2, 2019. Strategies around appropriate Sustainable Density informed by the initial aim for provision of c. 750 units on the lands.

St Kevin's, Shanakiel, Cork City

The former St. Kevin's Hospital sits on an elevated site with spectacular views, sloping in a north to south direction extending to approx. 5.68 hectares in three principle tiers. The buildings on site are of mixed quality and condition extending to an area of approx. 8,000 sq.m.

The principal buildings comprise;

- Former St. Kevin's Hospital building comprises a four storey over basement building which was subject to recent fire damage. (Area: approx. 5,159 sq.m).
- Former St. Kevin's Church a cut sandstone and limestone construction with pitched slate roof to centre and a lean-to roof to north and west sides, with typical ornate church features from its build period in c.1900. (Area: approx. 627 sq.m).
- The two storey former St. Dymphna's Unit lies northeast of the church. The building is a sandstone block and red brick construction under a multiple pitched timber hipped and valley roof slate. (Area: approx. 2,193 sq.m).

A number of access roads are located on the site to provide access to the various buildings and are finished in concrete and bitumen road surfacing. The remaining areas of the site are under grass with mature trees featuring. Boundaries are mainly defined by reclaimed stone walls and palisade fencing.

The bulk of the site is zoned 'Residential, Local Services and Institutional Services' with a small section to the south designated 'Land Preservation Zone' (NW2) in the CCDP. The site is accessible and serviceable, with potable water mains and foul sewers in close proximity

It should be noted that there is no guarantee that the projects as listed above will proceed, and the LDA reserve the right to add or amend the list as appropriate depending the projects assigned to it.

4.9 Award of Project Management Contracts and Design Team Contracts to same Economic Operator

It is anticipated that the Contracting Authority will separately procure Project Management Services to act on their behalf.

For avoidance of doubt, companies may be appointed to both Frameworks, but where a successful tenderer is appointed as Design Team to a specific project, no member of their team will be permitted to be appointed as Project Manager to that project.

5 Instructions to Applicants

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

5.1 General

The Economic Operator submitting a PQQ Submission is referred to as the Applicant, regardless of whether it is a single company or organisation or a Consortium. The Applicant, if successful in being appointed to the Framework Agreement, will take contractual and organisational responsibility for delivering any resulting Contracts awarded.

5.2 Applicant Team

The Applicant must include the following disciplines within its team, evidence with respect to capacity will be assessed at this stage:

- (a) Architectural Services (incl. design team lead, fire safety design services, disability access design services, employer's representative for the Works Contract, design certifier and assigned certifier services as defined under the Building Control (Amendment) Regulations 2014).
- (b) Civil & Structural Engineering Services,
- (c) Mechanical and Electrical Engineering Services
- (d) Quantity Surveying Services,

The Applicant must also include the following disciplines within its team, declarations with respect to capacity will be acceptable at this stage:

- (e) Landscape Architectural Services,
- (f) Project Supervisor for the Design and Construction Process,
- (h) Planning & Environmental Consultant,
- (i) Traffic Management Services, and
- (j) Other ancillary design and consultancy services as required

5.3 Consortia

The Applicant can provide the role of any or all disciplines from within its own resources or by using Sub-Contractors. However, information in relation to all Sub-Contractors must be provided as requested in the PQQ. Where an Applicant lists more

than one entity for one of the disciplines listed above, the Applicant must identify the lead entity for that role in Question A1.3.

The Contracting Authority will require the successful Tenderer to structure itself so that the following legal and organisational requirements are met:

- (a) the successful Tenderer is the single point of contact that takes direct contractual responsibility for interfacing with the Contracting Authority in managing and delivering the Contract, and
- (b) the legal obligations and liabilities of the successful Tenderer are borne by the Economic Operator(s) which satisfy the financial and economic requirements referred to in this Document.
- (c) all Consortium Members must provide joint and several liability to the Contracting Authority for the performance and fulfilment of the terms of the Contract

If there is a change to the Applicants Team following the date for PQQ Submission and prior to the submission to the submission of the Tender, it must seek prior written approval for any change from the Contracting Authority by:

- (a) explaining in writing to the Contracting Authority the reasons for any change; and
- (b) providing full details of any proposed replacement (which will entail the completion of the relevant PQQ questions (if applicable) and the score awarded must be equal to or higher than that attained by the Consortium Member/Other Entity/Sub-Contractor being replaced)

The Contracting Authority will consider a request for approval of such changes only if it is received at least 21 calendar days prior to the relevant submission deadline

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

Prior to the commencement of the Framework Agreement, the successful Tenderer will be required to notify the Contracting Authority of the name, contact details and legal representatives of all its Sub-Contractors involved in the delivery of the Project, in so far as is known to the successful Tenderer at the time. The successful Tenderer will also be required to notify the Contracting Authority of any changes to the information provided in respect of its Sub-Contractors during the course of the Contract and the name, contact details and legal representatives of any new Sub-

Contractors which the successful Tenderer subsequently involves in the delivery of the Project

5.4 Conflict of Interests

The Contracting Authority recognises that an adviser, Sub-Contractor, consultant, funder, servant or agent to an Applicant or a Consortium Member may seek to participate in, advise or carry out work in relation to more than one bidding team for this Framework. Any adviser, Sub-Contractor, consultant, funder, servant or agent seeking to participate on more than one bidding team, prior to agreeing to any involvement with another bidding team, must receive written approval from the Contracting Authority permitting such involvement (including, inter alia, any conditions attached to such involvement).

If a member of an Applicants’ Team is likely to have knowledge of the price or other aspects of the Applicants’ tender that could cause it to have a conflict of interest and give rise to a risk of collusion if it also participated in another Applicants’ team. If an Economic Operator is considering participating in this way, it must put in place appropriate safeguards to ensure that there is no conflict of interest or collusion in relation to this Procurement Process.

All members of the Applicant’s Team must provide a conflict of interest declaration in A8. The Contracting Authority reserves the right to request evidence of such safeguards and/or to decide that an Economic Operator has not put in place sufficient safeguards and therefore is not permitted to participate further in the Procurement Process.

5.5 Queries

Requests for additional information and clarification on any matters must be made via the Questions and Answers facility on www.etenders.gov.ie. All clarifications/additional information will be issued via the etenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the etenders website. Please submit queries as soon as possible.

The closing date for queries	18 th April at 12.00 (noon Irish time)
Process for submitting queries	Via www.etenders.gov.ie only

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

5.6 Submission of Applications

The Contracting Authority is using the tender Postbox facility and applications must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Applicants must ensure that they give sufficient time to upload their response. All applications submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applicants should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed.**

5.7 Closing date for Applications

The closing date for Applications	29 th April 2019 at 12.00 (noon Irish time)
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Applicants must ensure that they give themselves sufficient time to upload and submit all required documentation before the closing date/time. Applicants should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Applicants should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

It is the responsibility of the Applicant to ensure that their application is complete and is uploaded by the designated deadline. Applications that are received late or via other means WILL NOT be considered in this public procurement competition

NOTE: It is important to note that only persons who have downloaded and accepted a document can submit an upload. Also please leave sufficient time for upload of documents prior to the deadline as it is not possible to upload any material after this time and the Contracting Authority will not accept documents not received in compliance with the rules of the tender.

5.8 Completing the Qualification Questionnaire

When completing the Qualification Questionnaire contained in Appendix A to this Document, Applicants should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire.

Each member of the Applicants Design Team must complete the section of the Qualification Questionnaire relevant to their discipline.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to the competitive tendering stage. Only at that subsequent tendering stage will the selected tenderers be invited to tender in Application to the specific requirements of the contract in the light of the published award criteria and the Invitation to Tender document.

Where a 'Rule' is associated with a particular question, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

The Qualification Questionnaire must be completed in English and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided, or the documents will not be considered during the evaluation process.

All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social

and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit an application in response to this Qualification Questionnaire the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Applicant must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Applicant and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the application is from a consortium / joint venture Applicants must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party.

Notwithstanding Section 5.4 above, Applicants are strictly prohibited from discussing any aspect of their Application to the Qualification Questionnaire with other Applicants or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.

The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, the Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by the Contracting Authority. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an Application or in participating in this process and competition.

5.9 European Single Procurement Document

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section A of the Questionnaire. However, the Contracting Authority requires evidence via completed submission of Section B

relating to Technical Capacity. Mere confirmation **will not be** sufficient under these headings.

Progression to tender stage will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority. Failure to provide appropriate evidence within the required timeframe specified will result in the Applicant being deemed inadmissible for the next stage of the competition.

5.10 Evaluation of Applications

An “Application” means the submission by an Applicant of a completed Qualification Questionnaire including the associated appendices.

Applications will be evaluated strictly on their merits in accordance with the published selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

5.11 Clarification of Applications

While not being obliged to seek clarifications from Applicants, the Contracting Authority reserves the right, at its absolute discretion, to ask Applicants for clarification or elaboration of their Applications to assist in its evaluation of Applications.

However, it is emphasised that the Contracting Authority will not be obliged to seek clarification where any of the essential pass requirements set out in the Qualification Questionnaire have not been met. Therefore, Applicants should pay particular attention to ensure that their Applications contain all the required information.

5.12 Identification of Tender List

All applications will be evaluated in line with the criteria and rules outlined in Appendix A. Responses will be scored and the top scoring eight (8) will be invited to tender, subject to that number meeting the minimum requirements.

5.13 Freedom of Information Acts

All responses to this Qualification Questionnaire will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the Applicant except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Applicants are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. the Contracting Authority cannot guarantee that any information provided by applicants, either in response to this Qualification

Questionnaire or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. the Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

5.14 Interference

Any effort by the Applicant to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

5.15 Inducement to Purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the Contracting Authority, or
- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

APPENDIX A: QUALIFICATION QUESTIONNAIRE

REF	PASS/FAIL CRITERIA	PASS REQUIREMENT
A1	Applicant Summary	Applicants must complete this section. If the Applicant is a grouping, then a separate questionnaire must be completed for each group member.
A2	Tax Compliance	<p>Note: Applicants are required to complete a Self-Declaration Form (A5). Applicants should note that if invited to tender, they will be required to provide the evidence self-declared prior to receipt of invitation to tender. If the Applicant is a grouping, then each member must complete the Self-Declaration Form (A5).</p>
A3	Turnover	
A4	Insurance	
A6	Manpower and Skills	All members of the Applicant's Team must demonstrate access to at least the minimum numbers of skilled personnel stated. Please note that the skills outlined may reside in the same person. Applicants should complete the table (A6) applicable to their discipline.
A7	Minimum Experience	<p>The following members of the Applicant's Team must confirm by way of declaration that they have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.</p> <ul style="list-style-type: none"> • Landscape Architectural Services, • Project Supervisor for the Design and Construction Process, • Planning & Environmental Consultant, • Traffic Management Services <p>The Contracting Authority reserves the right to contact the reference included to verify the information provided.</p> <p>Please note evidence is only required at this stage from Architectural Services, Civil and Structural Engineering Services, Mechanical and Electrical Engineering Services and Quantity Surveying Services as per Section B.1 to B.4 below.</p>
A8	Conflict of Interest	All members of the Applicant's Team must provide a conflict of interest declaration in A8

A9	Declaration of Bona Fides	<p>Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified.</p> <p>If the Applicant is a grouping, then a separate Declaration must be completed for each group member.</p>		
REF	WEIGHTED CRITERIA	MAX POINTS AVAILABLE	ASSESSMENT	MIN POINTS REQUIRED
B1	Architectural	4,000	<p>Applicants should refer to two (2) instances within the last five years which demonstrate that they have successfully delivered architectural services of a comparable nature and scale to those required by the LDA.</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	2,000
B2	Civil & Structural	2,500	<p>Applicants should refer to two (2) instances within the last five (5) years which demonstrate that they have successfully delivered Civil & Structural services of a comparable nature and scale to those required by the LDA</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	1,250
B3	Mechanical & Electrical	2,000	<p>Applicants should refer to two (2) instances within the last five (5) years which demonstrate that they have successfully delivered Mechanical & Electrical services of a comparable</p>	1,000

			<p>nature and scale to those required by the LDA</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	
B4	Quantity Surveying	1,500	<p>Applicants should refer to two (2) instances within the last five years which demonstrate that they have successfully delivered Quantity Surveying services of a comparable nature and scale to those required by the LDA</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	750
TOTAL		10,000	N/A	N/A

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B1) to (B4) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.

60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

SECTION A – PASS/FAIL CRITERIA

All members of the Applicant Team must complete this Section

A1. APPLICANT SUMMARY			
Weighting: Pass/Fail only			
Pass requirement: Applicants must complete this section.			
Organisation Name			
Role in this Procurement Process			
Contact Name			
Position			
Address			
Telephone Office			
Telephone Mobile			
Email			
Date of establishment, if applicable			
Legal Status, if any <i>(Company (Ltd.), Partnership, Sole Trader, etc.)</i>			
Please confirm if you are an SME (Small and Medium Enterprise) as defined in Commission Recommendation 2003/361/EC	Yes		No
Definition as per 2003/361/EC <i>The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.</i>			

A1.1: Lead Applicant

Maximum Points: Pass/Fail Only

Pass requirement: Applicants must complete this section.

Please note that each Applicant Team/Consortium Member (if applicable) must complete Questions A2 – A9 (incl)

In addition, the Architect, Civil & Structural Engineer, Mechanical Engineer and Quantity Surveyor must complete Question B1

NOTE: Applicants must carefully read the requirements outlined in Section 5 of this Document in relation to Consortia.

Is the applicant a group of economic operators?

Yes No

If Yes, please provide the following information:

Please enclose an organisational chart with the proposed hierarchical structure of the grouping

Confirm if attached

Yes No

Please describe the commercial and legal relationship amongst its members

If your answer is "Yes", please provide the following information:	Name	Service to be delivered	Confirm Separate Questionnaire enclosed?
Consortium Member #1			
Consortium Member #2			
Consortium Member #3			

A1.2: All Applicants/Design Team

Maximum Points: Pass/Fail Only

Pass requirement: Each Sub-Contractor must hold the relevant accreditation/registration.

Please note that each Design Team Member (if applicable) must complete Questions A2 – A9 (incl)

In addition, the Architect, Civil & Structural Engineer, Mechanical Engineer and Quantity Surveyor must complete Question B1 - B4

The Contracting Authority may carry out checks to ensure that Sub-Contractors have the required accreditation/registrations and/or may require Sub-Contractors to provide evidence of such accreditations/registrations prior to award of the Development Agreement

Sub-Contractor:	Requirement		Identify Lead/Sub-Contractor
Architectural Services	Company is listed on the Register of Architects of the Royal Institute of Architects of Ireland or a Member of the Royal Institute of British Architects (or equivalent)	Yes/No	
Civil & Structural Engineering	Company is a Member on the Register of Engineers Ireland or registered with the Engineering Council UK (or equivalent)	Yes/No	
Mechanical & Electrical Engineering	Company is a Member of the Chartered Institute of Building Services Engineers or registered with the Engineering Council UK (or equivalent)	Yes/No	
Quantity Surveying Services	Company is listed on the Register of the Society of Chartered Surveyors Ireland or accredited by the Royal Institute	Yes/No	

	of Chartered Surveyors (or equivalent)		
Landscape Architectural Services	Company is a Member of the Irish Landscape Institute or a Chartered Member of the UK Landscape Institute (or equivalent)	Yes/No	
Project Supervisor for the Design and Construction Process	Statutory appointment as set out in Safety, Health and Welfare at Work (Construction) Regulations 2013. Member of NEBOSH, IOSH (or equivalent)	Yes/No	
Traffic Management Services	Company is a Member on the Register of Engineers Ireland or registered with the Engineering Council UK (or equivalent)	Yes/No	
Planning & Environmental and/or Sustainability Consultant	Company is Registered as a member of the Irish Planning Institute or the Royal Town Planning Institute (or equivalent)	Yes/No	

A2. TAX CLEARANCE CERTIFICATE DECLARED BY SELF-DECLARATION

Weighting: Pass/Fail only

Pass requirement: Applicants and each member of the Applicants Team must complete the self-declaration (A5) providing information regarding their tax compliance.

A3. FINANCIAL CAPACITY DECLARED BY SELF-DECLARATION

Weighting: Pass/Fail only

Pass requirement:

- (a) Confirmation that the applicant party turnover exceeded €500,000 during **each** of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.

In addition

- (b) Confirmation of financial standing ensuring the applicant party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.

Evidence of both statements will be required prior to confirmation on a tender list.

NOTE #1: In the case of an Applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead Applicant. Where group members are relying on the lead Applicant's financial capacity, self-declaration / evidence will only be required of the lead.

NOTE #2: In the case of firms more recently established evidence of pro-rata turnover will suffice.

A4. INSURANCES DECLARED BY SELF-DECLARATION

Weighting: Pass/Fail only

Pass requirement: Applicants should complete the self-declaration (A5) providing information regarding the insurances in place and are asked to note that the following levels will be required for the firm(s) being awarded this contract

NOTE #1: In the case of an Applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead Applicant.

Where group members are relying on the lead Applicant's financial capacity, self-declaration / evidence will only be required of the lead.

Insurance Type	Required Level
Public Liability	€6.5m
Employers Liability	€12.7m
Professional Indemnity	€5.0m

A5. SELF DECLARATION OF FINANCIAL INFORMATION			
TAX CLEARANCE			
(A) I confirm and declare having a current and valid Tax Clearance Certificate in place and our tax affairs are in order. The Contracting Authority can verify your tax clearance status through Revenue's online facility at www.ros.ie . To this end, please confirm:			
Do you grant the Contracting Authority permission to verify your tax status online via www.ros.ie ?	Yes		No
Information required using new tax clearance certificate status being adopted in 2018			
Applicant Name			
Applicant PPSN/Tax Reference Number			
Access Number			
OR I confirm that I currently hold a valid paper tax clearance certificate	Registration Number		
	Certificate Number		
OR I confirm that I have applied for a Tax Clearance Certificate details of which will be made available as soon as available.		Yes	
FINANCIAL STANDING			
I confirm that our turnover exceeded €500,000 per annum in each of the last three financial years. Note: if turnover figures for 2018 are unavailable, please use 2017, 2016 and 2015.			
Financial Year	2018	2017	2016
Turnover	€	€	€
I confirm that I will provide the following promptly on request at any time prior to the tender list being finalised: <ul style="list-style-type: none"> evidence of turnover for the past three financial years 	Yes		
	No		
INSURANCES			
(B) I confirm that we have the following insurances in place:			

Insurance Type	Level in Place	Details of Any Excess	Expiry Date		
Employers Liability	€				
Public Liability	€				
Professional Indemnity	€				
AND					
I confirm that if successful, where the levels required under the framework are higher than those currently in our possession, I will be in a position to put the required forms and levels of insurances required in place promptly.		Yes		No	
AND					
I confirm that I will provide the following promptly on request at any time prior to the award decision being made:		Yes		No	
<ul style="list-style-type: none"> evidence of insurances in place or letter from Insurance Broker confirming that the required levels could be put in place if successful 					
Please note that the Contracting Authority will seek to verify self-declarations regarding financial capacity prior to next stage of the competition.					
Signed:					
Position:					
Dated:					

A6 MANPOWER AND SKILLS (Architectural)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties**	Minimum Number Required
Principal Architect - a degree in architecture or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Architect - a degree in architecture or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			1
Associate Architect - a degree in architecture or equivalent professional qualification, and - a minimum of 7 years post qualification experience			1
Assistant Architect - a degree in architecture or equivalent professional qualification, and - a minimum of 5 years post qualification experience			1
Total number of suitably qualified resources.			n/a

Please note that tenderers will not be allowed to introduce new sub-contractors or consortium members at tender stage, except as set out in Section 5.3 of this document.

Please attach an organisation chart, clearly identifying all design team disciplines.

Organisation Chart Attached	Yes		No	
Page No. / Appendix No. in our submission				

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Civil & Structural)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Principal Civil & Structural Engineer with - a degree in Civil/Structural Engineering or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Civil & Structural Engineer with: - a degree in Civil/Structural Engineering or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			1
Associate Civil & Structural Engineer with: - a degree in Civil/Structural Engineering or equivalent professional qualification, and - a minimum of 7 years post qualification experience			1
Assistant Civil & Structural Engineer with: - a degree in Civil/Structural Engineering			1

or equivalent professional qualification, and - a minimum of 5 years post qualification experience			
Total number of suitably qualified resources.			n/a

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Mechanical & Electrical)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Principal Mechanical & Electrical Engineer with: - a degree in Mechanical/Electrical Engineering or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Mechanical & Electrical Engineer each with: - a degree in Mechanical/Electrical Engineering or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			1
Assistant Mechanical & Electrical Engineer with: - a degree in Mechanical/Electrical Engineering or equivalent professional qualification, and			1

- a minimum of 5 years post qualification experience			
Total number of suitably qualified resources.			n/a

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Quantity Surveying)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Quantity Surveyor with: - a relevant degree equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Junior Quantity Surveyor with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			1
Total number of suitably qualified resources.			n/a

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Landscape Architect)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Landscape Architect with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Associate Landscape Architect with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			1
Total number of suitably qualified resources.			n/a

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (PSDP and PSCS)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Project Supervisor Design Process (PSDP) with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			n/a

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Planning & Environment)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Planning Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Senior Environmental and/or Sustainability Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			n/a

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Traffic Management)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Traffic Management Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			n/a

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A7 Previous experience – Declaration (Landscape Architect)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: The member of the Applicant’s Team providing Landscape Architectural Services must confirm by way of declaration that they have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.

I/We confirm I/We have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.	Yes		No	
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AND

I/We confirm that I/We will provide the following promptly on request at any time prior to the award decision being made: <ul style="list-style-type: none"> • Details of services provided • Contact details for reference. 	Yes		No	
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I/We understand that the Contracting Authority reserve the right to contact the reference included to verify the information provided

Signed:	
Position:	
Dated:	

A7 Previous experience – Declaration (Project Supervisor for the Design and Construction Process)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: The Project Supervisor for the Design and Construction Process must confirm by way of declaration that they have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.

I/We confirm I/We have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.	Yes		No	
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AND

I/We confirm that I/We will provide the following promptly on request at any time prior to the award decision being made: <ul style="list-style-type: none"> • Details of services provided • Contact details for reference. 	Yes		No	
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I/We understand that the Contracting Authority reserve the right to contact the reference included to verify the information provided

Signed:	
Position:	
Dated:	

A7 Previous experience – Declaration (Planning & Environmental)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: The Planning & Environmental Consultant must confirm by way of declaration that they have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.

I/We confirm I/We have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.	Yes		No	
AND				
I/We confirm that I/We will provide the following promptly on request at any time prior to the award decision being made: <ul style="list-style-type: none"> • Details of services provided • Contact details for reference. 	Yes		No	
I/We understand that the Contracting Authority reserve the right to contact the reference included to verify the information provided				
Signed:				
Position:				
Dated:				

A7 Previous experience – Declaration (Traffic Management)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: The Traffic Management Consultant must confirm by way of declaration that they have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.

I/We confirm I/We have successfully delivered services of a comparable nature and scale to those required by the LDA on at least two (2) previous occasions within the previous 5 years.	Yes		No	
AND				
I/We confirm that I/We will provide the following promptly on request at any time prior to the award decision being made: <ul style="list-style-type: none"> • Details of services provided • Contact details for reference. 	Yes		No	
I/We understand that the Contracting Authority reserve the right to contact the reference included to verify the information provided				
Signed:				
Position:				
Dated:				

A8 CONFLICT OF INTEREST DECLARATION

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: The Applicant and each member of the Applicant Team must sign and date this Declaration.

I/We can confirm that there is no level of conflict, or perceived conflict of interest, in relation to the personnel or work involved in the Contract:	Yes	
	No	
If No: please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could affect the Contract		
Organisation Name		
Role in this Procurement Process		
Contact Name		
Position		

A9 DECLARATION OF BONA FIDES

In relation to an award procedure under Public Sector Directive 2014/24/EU (Article 57).

Weighting: Pass/Fail only

Pass requirement: Applicants must complete, sign and date this Declaration. the Contracting Authority reserves the right at its discretion to exclude a non-compliant Applicant under each heading. **This must be completed by each group member.**

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

		YES	NO
1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		

1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
<u>Non-payment of taxes or social security obligations</u>			
1.2	<p>Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?</p> <p>Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved</p>		

An Economic Operator who answers ‘Yes’ in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.			
2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.		YES	NO
		Please indicate your answer by marking ‘X’ in the relevant box	
The Economic Operator:			
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1.b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		

2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1.f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1.g	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		
2.1.h	<ul style="list-style-type: none"> is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or 		
	<ul style="list-style-type: none"> has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or 		
2.1.i	<p>has undertaken to:</p> <ul style="list-style-type: none"> unduly influence the decision-making process of the contracting entity, or obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. 		

DECLARATION RE STATUTORY OBLIGATIONS			
We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment / operation:		YES	NO
(i)	Employment Equality Acts 1998-2011		
(ii)	Equal Status Acts 2000-2011		
(iii)	National Minimum Wage Act 2000 as amended		
(iv)	Organisation of Working Time Act 1997 as amended		
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(vi)	Disability Act 2005		
(vii)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
This Declaration is made for the benefit of the Contracting Authority			
I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Economic Operator			
Authorised Signatory			
Name in print or block capitals			
Rank / Position			
Role in Procurement Process			
NOTE:			
The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Applicant, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive.			

SECTION B - WEIGHTED CRITERIA

B1 PREVIOUS CONTRACTS – Architect only.

Applicants (should refer to two (2) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

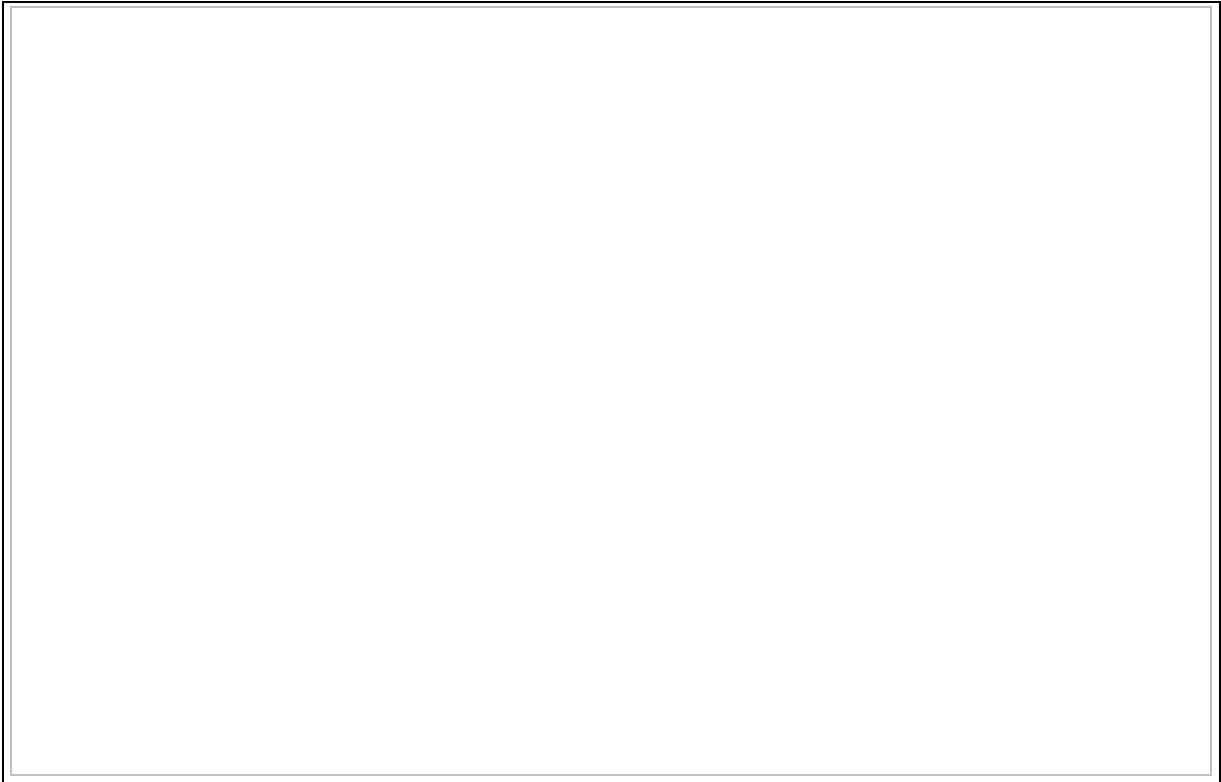
The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Architectural Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Size of Scheme (no. of units)			

Current Stage of Project	
Role performed in the Project	
Approx. Construction Value	€
Approx. Value of Relevant Services provided by applicant	€
Please indicate below the extent of which this project is comparable with this contract	

Architectural Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Size of Scheme (no. of units)			
Current Stage of Project			
Role performed in the Project			
Approx. Construction Value	€		
Approx. Value of Relevant Services provided by applicant	€		
Please indicate below the extent of which this project is comparable with this contract			



B2 PREVIOUS CONTRACTS – Civil & Structural only.

Applicants (should refer to two (2) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

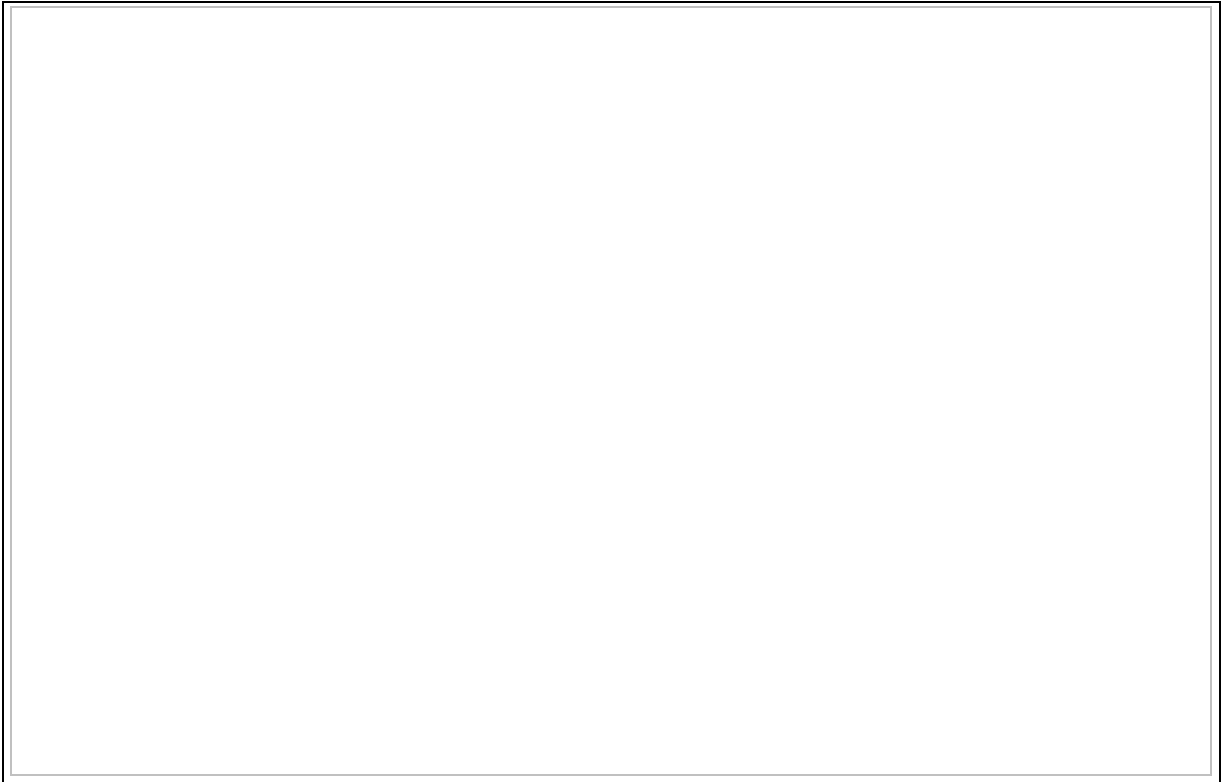
The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Civil & Structural Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Size of Scheme (no. of units)			

Current Stage of Project	
Role performed in the Project	
Approx. Construction Value	€
Approx. Value of Relevant Services provided by applicant	€
Please indicate below the extent of which this project is comparable with this contract	

Civil & Structural Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Size of Scheme (no. of units)			
Current Stage of Project			
Role performed in the Project			
Approx. Construction Value	€		
Approx. Value of Relevant Services provided by applicant	€		
Please indicate below the extent of which this project is comparable with this contract			



B3 PREVIOUS CONTRACTS – Mechanical & Electrical only.

Applicants (should refer to two (2) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA

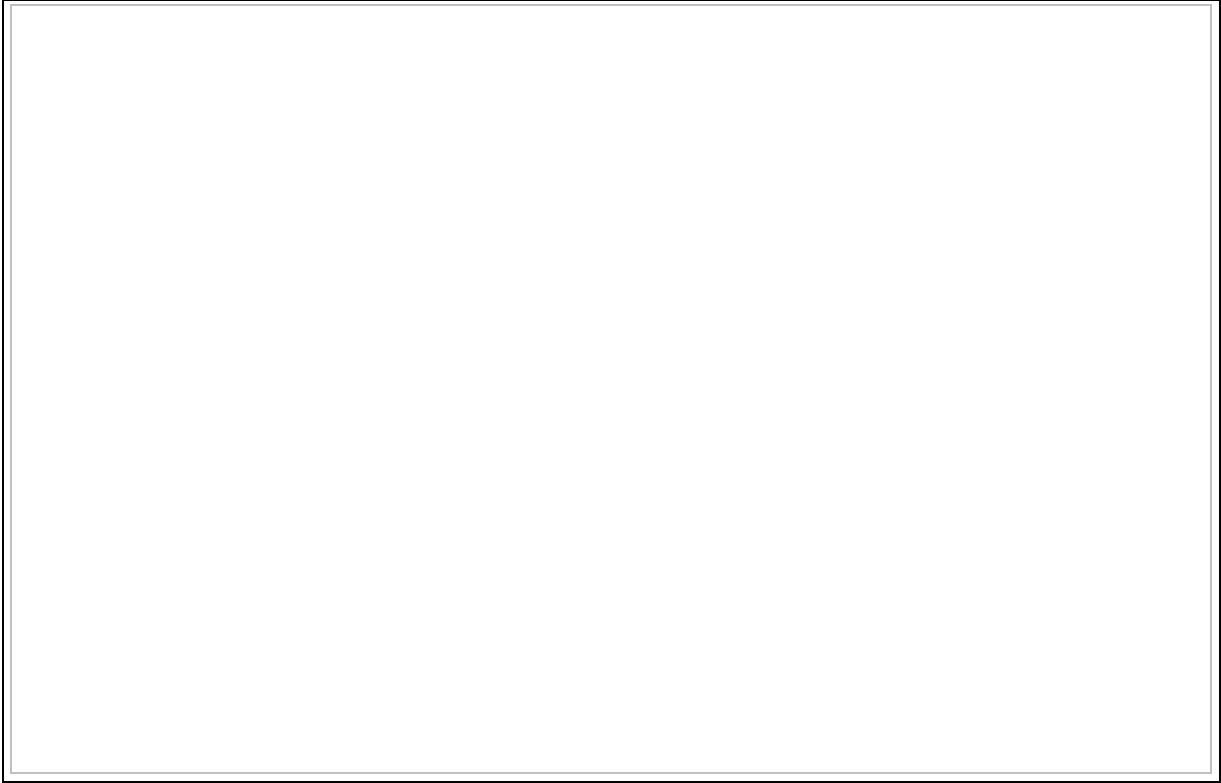
The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

M&E Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Size of Scheme (no. of units)			
Current Stage of Project			

M&E Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Size of Scheme (no. of units)			
Current Stage of Project			
Role performed in the Project			
Approx. Construction Value	€		
Approx. Value of Relevant Services provided by applicant	€		
Please indicate below the extent of which this project is comparable with this contract			



B3 PREVIOUS CONTRACTS – Quantity Surveying only.

Applicants (should refer to two (2) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

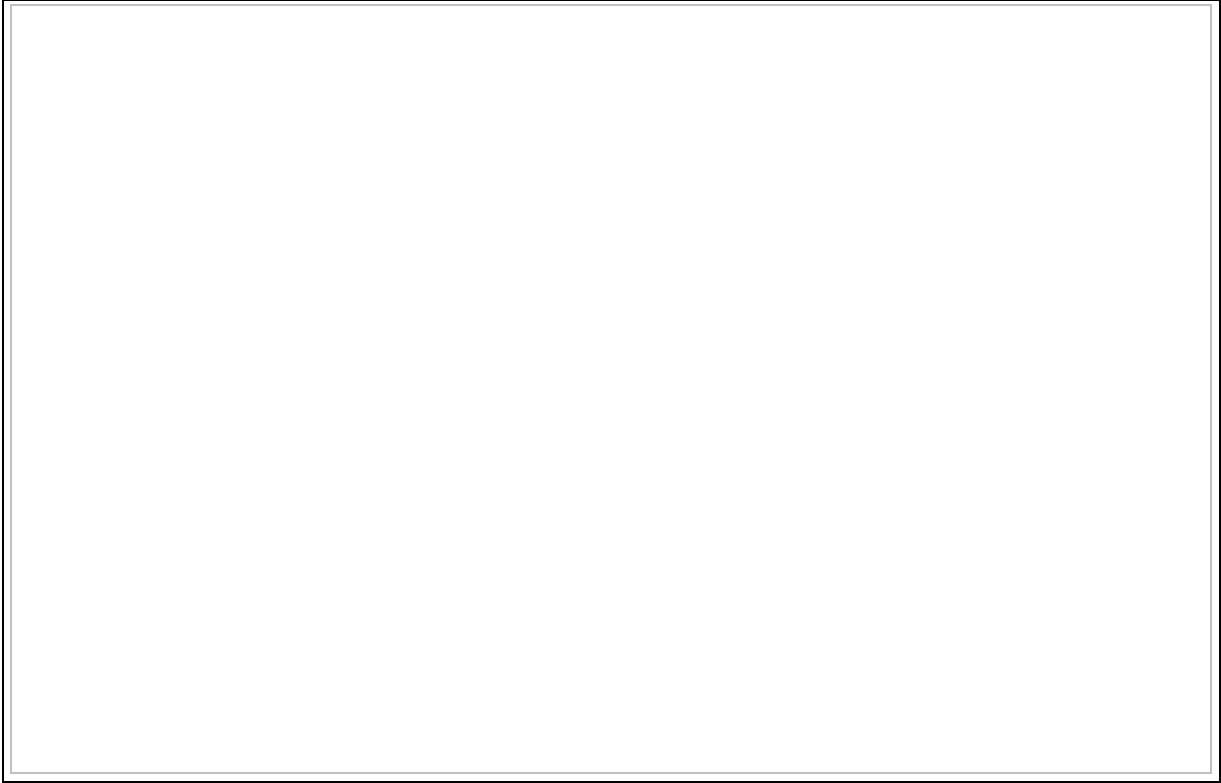
The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

QS Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Size of Scheme (no. of units)			
Current Stage of Project			

Role performed in the Project	
Approx. Construction Value	€
Approx. Value of Relevant Services provided by applicant	€
Please indicate below the extent of which this project is comparable with this contract	

QS Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Size of Scheme (no. of units)			
Current Stage of Project			
Role performed in the Project			
Approx. Construction Value	€		
Approx. Value of Relevant Services provided by applicant	€		
Please indicate below the extent of which this project is comparable with this contract			



INVITATION TO TENDER

Establishment of a multi-party framework agreement for	Architect Led Design Team
Procedure	Restricted
eTenders RFT ID	148542
OJEU REF	2019/S 065-151652
Issue Date	10 July 2019
Closing Date for Queries	Friday 26 July at 12.00 (noon Irish time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Tenders	Wednesday 7 August at 16.00 (noon Irish time)
<p><i>Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Responses to queries will be circulated to all Tenderers by email. The identity of the person making a query will not be disclosed when circulating the response. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i></p>	

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

2. Summary

Contracting Authority	Land Development Agency
Nature of Procurement	Architect Led Design Team
Type	Services
Procedure	The Contracting Authority is utilising the EU Restricted procedure of European Council Directive 2014/24/EU
Stage in procedure	This is the second stage of this competitive procedure whereby parties who have been deemed qualified on foot of their Expression of Interest may submit a Tender.
Award Criteria	As contained in Appendix A to this Document.

3. About the Contracting Authority

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Coordinate appropriate State lands for regeneration and development, opening up key sites for housing delivery;
- Driving strategic land assembly, working with both public and private sector land owners;
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA will be underpinned by grounding legislation and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

3.1 The Projects

The LDA are exploring a number of projects at the following sites:

- Skerries
- Balbriggan
- Naas
- Cork
- Dundrum

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list throughout the duration of the Framework Agreement.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-party framework agreement for an Architect Led Design Team Services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded.

In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with the tenderers selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

The framework agreement will be established as a multi-party framework agreement comprising 5 (five) operators, subject to that number meeting the minimum criteria and rules.

4.2 Duration of the Framework Agreement

The maximum duration of the framework agreement will be four (4) years subject to satisfactory annual review of performance.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated maximum spend pursuant to the framework agreement is in the region of €10m (ex. VAT) over the lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

In the case of a multi-party framework agreement contracts (subsequent to the Initial Contract) may be awarded as follows:

- (a) Through invitation to a mini-tender competition of all the firms admitted to the framework agreement. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

4.5 Review of Performance

Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

The precise KPIs for performance monitoring and a Service Level Agreement (SLA) will be agreed with the framework members. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

Please note that the Contracting Authority will agree the final content of the SLA with the successful tenderer.

4.6 Account Management

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member[s] and delegate as required.

4.6.1 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs incurred in the preceding month. All official invoices must quote the

Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

4.6.2 Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

4.7. Specification of Requirements for Initial Contract under the Framework

The framework agreement will be established on foot of a competition for an initial contract for the Skerries Project.

The initial contract will be awarded to the top scoring tenderer shortly after the formal establishment of the framework agreement.

4.7.1 The Team

The Architect Led Design Team will comprise

- (a) Architectural Services (incl. design team lead, fire safety design services, disability access design services, employer's representative for the Works Contract, design certifier and assigned certifier services as defined under the Building Control (Amendment) Regulations 2014).
- (b) Civil & Structural Engineering Services,
- (c) Mechanical and Electrical Engineering Services
- (d) Quantity Surveying Services,
- (e) Landscape Architectural Services,
- (f) Project Supervisor for the Design and Construction Process,
- (h) Planning & Environmental Consultant,
- (i) Traffic Management Services, and
- (j) Other ancillary design and consultancy services as required

The architectural services consultant will be the design team lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority

4.7.2 Detailed Specification of Requirements

The Design Team will provide a comprehensive range of services, including but not limited to: feasibility studies, master-planning services, new build residential projects

delivered through traditional contracts, new build residential projects delivered via design & build contracts, area regeneration projects, residential retro-fit/refurbishment projects, conservation projects & works to protected structures, small works, public realm and precinct improvements, public buildings etc.

Further details are included in Appendix 7.

4.7.2 The Project - Hacketstown, Skerries

The 7.30ha site is located on the south side of the town of Skerries, approx. 1.5km from the town centre. The boundary to the west is to the Dublin / Belfast railway line and the site has reasonable public transport accessibility, with the bulk of the lands located within 1 Km. of Skerries railway station. It is envisaged that the site has capacity of c. 200 units.

A housing development of 103 units is recently completed - Ballygossan Park, also lies within the Hacketstown LAP. There are two locations on the other boundary where access is available off the existing Golf Links Road.

The majority of the lands are subject to a 'RA' zoning objective, Residential Area, which aims "to provide for new residential communities subject to the provision of the necessary social and physical infrastructure" in the Fingal County Development Plan 2017-23. A small portion of the lands along the northern boundary of the site are zoned 'OS', Open Space. The County Development Plan require the preparation of A Local Area Plan for these lands

Refer to Appendix 6 for the following further information:

- High Level Planning Assessment
- Site Survey



4.7.3 Delivery Locations

Delivery of the initial contract is required to the LDA Offices at Sir John Rogerson's Quay. The Project Manager will also be expected to attend on site and at relevant meetings as required for the effective delivery of the services.

4.7.4 Project Timelines

The Design Team leader will be responsible for establishing the Project Timeline and ensuring all parties are on track to meet the agreed dates.

The anticipated timeline for the initial contract is as follows:

- Stage 1a Planning/Business Plan: 1 months
- Stage 1b Design: 2 months
- Stage 2 Detailed Design: 3 months
- Stage 3 Pre-Construction/Tender: 4 months
- Stage 4 Construction: 30 months
- Stage 5 Handover: 4 months

All timings are indicative and are subject to final agreed program. **All effort will be made to reduce the program where appropriate in order to expedite the scheme.**

4.7.5 Pricing

Hourly rates are fixed for the duration of the Framework Agreement

As the LDA's delivery strategy for the Project may evolve over time, the LDA reserve the right to terminate the Project Managers involvement at any point during the Project.

Tenderers must provide a lump sum per Stage as part of the breakdown of their Tender Sum in Appendix 2.

4.8 Details of Contracts Arising Over Life of Framework Agreement

In addition to the initial contract, the framework agreement may also be used for the other projects under LDA's remit and any other projects that may be assigned to LDA over the duration of the Framework.

The anticipated projects include;

- Devoy Barracks, Naas, Co Kildare
The site extends to approximately c. 5.66 ha. It is located to the southwest of Naas Town Centre, and immediately to the west of Kildare County Council's headquarter offices and associated extensive car parking area.
- Castlelands, Balbriggan, Dublin
The Castlelands site comprise approximately 24.2Ha, strategically located to the south of Balbriggan. The area is conveniently located in terms of connections to Skerries, Swords and Dublin Airport as well as Dublin City Centre and the wider area.

- St Kevin's, Shanakiel, Cork City
The former St. Kevin's Hospital sits on an elevated site with spectacular views, sloping in a north to south direction extending to approx. 5.68 hectares in three principle tiers. The buildings on site are of mixed quality and condition extending to an area of approx. 8,000 sq.m.
- Central Mental Hospital, Dundrum
The site extends to c.28 acres on the site of the current central mental hospital which is relocating to Portrane in North Dublin in 2020

It should be noted that there is no guarantee that the projects as listed above will proceed, and the LDA reserve the right to add or amend the list as appropriate depending the projects assigned to it.

4.9 Award of Project Management Contracts and Design Team Contracts to same Economic Operator

Where a successful tenderer is appointed as Project Manager to a specific project, they will be precluded from leading or being part of a Design Team appointed to that project.

4.10 Right to Tender outside of the Framework

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

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework terms and conditions (Appendix 4).

4.11 Award to Runner Up for the conclusion of the Framework

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

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the

framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

5.0 Award Criteria

Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The **framework / contract** will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost to the Contracting Authority over the life of the contract	30%	3000	n/a
<p><i>Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender (Appendix 2) and providing a breakdown of their costs (Resourcing and Price Breakdown excel sheet)</i></p> <p><i>The Ultimate Cost will be determined as follows</i></p> <ul style="list-style-type: none"> a) <i>LDA will apply the tenderers tendered hourly rates to the notional hours leading to a notional figure for time charges;</i> b) <i>The lump sum fee for services (properly tendered) will be added to a) above</i> c) <i>The total figure obtained from a) and b) above will be the overall notional ultimate cost for the purpose of assessment.</i> 				
B	Resourcing of the Project / Technical Merit of the Team	25%	2500	1250
<p><i>Tenderers are required to submit details of the personnel proposed for the delivery of each stage of the contract (i.e. 1. preliminary design and planning, 2. detailed design, 3. tender preparation, evaluation and award, 4. construction, and 5. handover of works/facility commissioning), together with their proposed overall project time allocations and anticipated times on site.</i></p> <p><i>Tenderers shall include as a minimum:</i></p> <ul style="list-style-type: none"> • <i>CVs of the Key Team Members proposed for delivery of each stage of the contract, including in particular the specialist advisors proposed, to include information with dates regarding expertise and current and anticipated workloads and</i> • <i>A Responsibility Assignment Matrix identifying the responsibilities of all proposed Key Team Members and personnel for delivery of the project, including their responsibilities, activities and man-hours proposed including time on site successful delivery of each stage of the project.</i> <p><i>Resourcing proposals will be assessed in respect of the quality and balance of resourcing offered.</i></p> <p><i>Information included in the Breakdown of Tender Sum submitted with the Tender will form part of the assessment of this criterion.</i></p> <p><i>Tenderers are required to complete Appendix 3 indicating the personnel proposed for the Project together with their time allocation.</i></p>				

C	Execution Methodology	25%	2500	1250
<p><i>Tenderers are required to submit their proposal for the effective project management of the Project, the Design Team and other Advisors as outlined in Section 4.7.</i></p> <ul style="list-style-type: none"> • <i>Tenderers must submit their proposed multidisciplinary approach and methodology for the delivery of each of the services required under the Contract to ensure the delivery of a timely and efficient service, clearly addressing each of the disciplines/roles set out in the service requirements</i> • <i>Tenderer must outline how they propose to ensure adherence to programme, budget and quality requirements.</i> 				
D	Proposed Project Programme	10%	1000	500
<p><i>Tenderers are required to submit a comprehensive Gantt Chart demonstrating compliance with each of the stages of the Contract and the timelines specified in Section 4.7.4 and the Detailed Specification of Requirements.</i></p> <p><i>The programme should also include key milestones linked to project rollout.</i></p> <p><i>Tenderers are informed that the programme proposed may form part of the Contract to be concluded with the successful tenderer.</i></p>				
E	Risks associated with the Project	5%	500	250
<p><i>Tenderers are required to submit their perceived list of the internal and external risks to the successful delivery of the project along with their proposed mitigation strategies.</i></p>				
F	Contract Management Proposal	5%	500	250
<p><i>Tenderers should</i></p> <ul style="list-style-type: none"> • <i>Outline their contract management proposals including identification of a nominated Account / Contract Manager (as set out in Section 4.5) and include details of the following:</i> <ul style="list-style-type: none"> ○ <i>Standard contract management protocols, detailing response times</i> ○ <i>Protocols for management of complaints and escalation procedures.</i> ○ <i>Samples of the management reports to the Contracting Authority they propose to employ for this project, indicating their proposed frequency o Communication Plan and Escalation Procedures and protocols for management of complaints</i> <p><i>Tenderers should also include their proposals for adding value to the service and how they propose to drive innovation and continuous improvement throughout the project lifecycle.</i></p>				

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B) to (F) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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

Marks between the base lines outlined above can be awarded where responses do merit additional marks.

NOTE 2: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	3,000*
Formula employed	$\frac{3,000* \times A}{B}$

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 4: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 5: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

NOTE 6: If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the tender Postbox facility and tenders must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response. All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders must be completed in English. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed with the exception of graphics which should be in a separate file.**

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the tender closing date/time. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process.

The closing date for tenders is **7 August 2019 at 16:00 hours.**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. **Tenders that are received late or via other means WILL NOT be considered in this public procurement competition**

(b) Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie. The closing date for receipt of queries is **26 July 2019 at 12.00.**

Responses to queries will be circulated to all Tenderers through www.etenders.gov.ie in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be

clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

(c) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(d) Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

(e) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(f) Extension of Tender Period

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

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out in Appendix 2 to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

(i) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(j) Clarification of Tenders

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

(k) Correction of Errors

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

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

(l) Tender Validity Period

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

(m) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(n) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(o) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(p) Freedom of Information Acts

All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

(q) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax

Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement / contract.

(r) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

(s) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them.

The contract[s] awarded on foot of this tender process will be governed by Irish law.

(t) Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

(u) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(v) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

- When establishing frameworks with or without an initial contract

- a) Appointment to Framework and Letter of Intent (initial contract)
- b) Letter of Regret

In the case of EU value contracts, the following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of the winning tender. The Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

(w) Award Notices

Following the award of contract, award notices will be published on a quarterly basis in www.etenders.gov.ie for all national contracts exceeding €25k in value. This notice will state the name(s) of the successful tenderers.

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of contract. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

(x) Policy on Personal Debriefings

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

(y) Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(z) Copyright

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

(aa) Brand Names, etc.

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

(bb) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer

(cc) Right Not to Award

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

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

(dd) Environmental Aspects

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

(ee) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(ff) Knowledge and Skills Transfer

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

(gg) Collusive Tendering

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

(hh) Change in the Composition of a Tender

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

(ii) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(jj) Anti-Competitive Conduct

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

(kk) Data Protection

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

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

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

(II) Publicity

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

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

APPENDIX 2 – FORM OF TENDER

THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.

Failure to sign this Form of Tender will invalidate the offer.

To:	The Land Development Agency
From:	
Re:	

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Invitation to Tender Document and the attached Detailed Breakdown of Charges and Expenses.

FEE	Total Fee proposed (Excluding VAT)	Total Fee proposed (Including VAT)
Proposed Total Fee for delivery of the Initial Contract outlined in tender document. <i>(To include all expenses).</i>	€	€
Detailed breakdown of costs is attached:	YES	NO

Stage Fees	Stage Fee	Milestones
Stage 1: Project Initiation		<ul style="list-style-type: none"> Preliminary Design Report
Stage 2: Design		<ul style="list-style-type: none"> Outline Design Detailed Design - submitted for planning
Stage 3: Tender Action, Evaluation and Award		<ul style="list-style-type: none"> Tender docs approved Evaluation Complete
Stage 4: Construction		<ul style="list-style-type: none"> Monthly payments
Stage 5: Handover of Works		<ul style="list-style-type: none"> Final Cost Report Completed Safety File

Role	Hourly Rate (Eur)	Notional No. of Hours	Total
Architectural Services			
Principal Architect		75	
Senior Architect		140	
Associate Architect		170	
Assistant Architect		200	
Assigned Certifier		40	
Civil & Structural Engineering			
Principal Civil & Structural Engineer		25	
Senior Civil & Structural Engineer		50	
Associate Civil & Structural Engineer		80	
Assistant Civil & Structural Engineer		100	
Mechanical & Electrical Engineering			
Principal Mechanical & Electrical Engineer		30	
Senior Mechanical & Electrical Engineer		60	
Assistant Mechanical & Electrical Engineer		90	
Quantity Surveying			
Senior Quantity Surveyor		90	
Junior Quantity Surveyor		90	
Landscape Architect			
Senior Landscape Architect		40	
Associate Landscape Architect		70	
PSCS/PSDP			
PSDP		50	
Planning & Environment			
Senior Planning Consultant		150	
Senior Environmental/Sustainability Consultant		80	
Traffic Management			
Senior Traffic Management Consultant		50	
Total		1680	

Note 1: The above days and volume figures above are notional amounts and provides no guarantee of work to be awarded under this framework agreement. It is being used purely to enable assessment of the notional cost for the framework agreement.

I/We confirm that I/we

- In relation to daily/hourly fees all rates are inclusive of out of pocket (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs.
- Will keep this offer for the contract / framework open for acceptance by you for a period of 12 months from the date of deadline for submission of Tenders,
- Agree that you are not bound to accept the most economically advantageous or any Tender you may receive,
- Agree that the rates stated are maximum prices for the duration of the framework agreement,
- Have read and thoroughly examined the Tender Document,
- Fully understand the Tender Document and the Client’s requirements,
- Undertake to treat the details of this Invitation to Tender, its Tender and any subsequent negotiations as private and confidential,
- Acknowledge that acceptance by the Contracting Authority of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract is awarded / framework agreement has been established between the Contracting Authority and the Tenderer,
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the services required under the framework agreement,
- Have included all elements necessary for the performance of the specified services, which are either expressly stated in the Tender Document or contained in any supplementary information or which could reasonably be inferred therefrom,
- Have found no errors, omissions, conflicts or ambiguities in the Tender Document except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries,
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of Tenders,
- Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age etc.,

Signed:			
Name (in Capital Letters):			
On behalf of:			
Address:			
Telephone:		Fax:	
Email:		Date:	

APPENDIX 3 – RESOURCE ALLOCATION SCHEDULE

[Tenderers are permitted to add lines for additional project personnel]

Name of Tenderer:		
Role	Personnel Involved (please name)	CV's attached
Nominated Account Manager		
Architectural Services		
Principal Architect		
Senior Architect		
Associate Architect		
Assistance Architect		
Design Certifier		
Assigned Certifier		
Civil & Structural Engineering		
Principal Civil & Structural Engineer		
Senior Civil & Structural Engineer		
Associate Civil & Structural Engineer		
Assistant Civil & Structural Engineer		
Mechanical & Electrical Engineering		
Principal Mechanical & Electrical Engineer		
Senior Mechanical & Electrical Engineer		
Assistant Mechanical & Electrical Engineer		
Quantity Surveying		
Senior Quantity Surveyor		
Junior Quantity Surveyor		
Landscape Architect		
Senior Landscape Architect		
Associate Landscape Architect		
PSCS/PSDP		
PSDP		
Planning & Environment		
Senior Planning Consultant		
Senior Environmental/Sustainability Consultant		

Traffic Management		
Senior Traffic Management Consultant		

Tenderers must guarantee that the above personnel shall be fully available or that any proposed change to the above allocation will be agreed in writing with the Contracting Authority. Where a given staff member is not able to do the work indicated, the tenderer must provide a substitute of similar qualifications and experience who is acceptable to the Contracting Authority.

APPENDIX 4 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

See separate document

APPENDIX 5 – THE CONTRACTING AUTHORITY TERMS AND CONDITIONS

The LDA propose to use the NEC3 Professional Services (PS3) form of Contract. (as amended)

APPENDIX 6 – SITE INFORMATION

6.1 High Level Planning Assessment

6.2 Site Survey

APPENDIX 7 – DETAILED SCOPE

QUALIFICATION QUESTIONNAIRE

Establishment of a multi-party framework agreement for	Architect Led Design Team
Procedure	Restricted
eTenders RFT ID	176810
OJEU Ref	
Issue Date	Tuesday 22 nd September 2020
Closing Date for Queries	Thursday 14 th October 2020 at 17:00
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Questionnaires	Thursday 22 nd October 2020 at 17:00
<p><i>Please note that information relating to this Qualification Questionnaire, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i></p>	

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APPENDIX A: QUALIFICATION QUESTIONNAIRE..... 20

1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

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

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

2. Summary

Contracting Authority	Land Development Agency
Nature of Procurement	Architect Led Design Team
Type	Services
Procedure	Restricted Procedure
Stage in procedure	<p>This is the first stage of this competitive procedure whereby any interested party may submit a response to this Questionnaire in order to be considered for inclusion on the tender list.</p> <p>Following evaluation, the top eight (8) scoring applicants will be invited to tender, subject to that number meeting the minimum requirements.</p> <p>Following evaluation of that tender, the tenderer having submitted the most economically advantageous tender will be awarded the initial contract and the tenderers having submitted the top five ranking tenders will be admitted to the multi-party framework agreement.</p>
Selection Criteria	As contained in Appendix A to this Document.

3. About the Contracting Authority

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Coordinate appropriate State lands for regeneration and development, opening up key sites for housing delivery.
- Driving strategic land assembly, working with both public and private sector land owners.
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA will be underpinned by grounding legislation and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

3.1 The Projects

The LDA are exploring several development projects and strategic development areas including at the following sites:

Pipeline Site	Projected Units
Dyke Road	250
Kilbarry, Cork	3,000
Bricins / Arbour Hill	400
Site 1, Cork Docks	600
Site 2, Cork Docks	400
East Wall, Dublin Port	200
St Teresa's Gardens, Dublin	750
Sandy Road	500
Cherryorchard	1,000
Leinster Region, location undisclosed.	1,500
Leinster Region, location undisclosed.	800
Munster Region, location undisclosed.	200
Leinster Region, location undisclosed.	180
Leinster Region, location undisclosed.	500
Leinster Region, location undisclosed.	2,500
Total	12,780

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list throughout the duration of the Framework Agreement.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement for Architect Led Design Team Services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

The framework will be delivered in two lots:

- Lot 1 – Architect-led design team framework for a development of projects exceeding 300 units of accommodation (or development equivalent).
- Lot 2 – Architect-led design team framework for a development of projects 300 units of accommodation and less (or development equivalent).

In response to this questionnaire tenderers must confirm their preferred Lot, suppliers will not be permitted on both.

The Architect Led Design Team will comprise

- a) Architectural Services (incl. Design Team Leader, conservation, masterplan & urban design, fire safety design services, disability access design services, employer's representative for the Works Contract and design certifier as defined under the Building Control (Amendment) Regulations 2014).
- b) Civil & Structural Engineering Services
- c) Quantity Surveying Services
- d) Mechanical, Electrical & ICT Engineering Services
- e) Landscape Architectural Services
- f) Project Supervisor for the Design and Construction Process
- g) Planning & Environmental Consultant
- h) Traffic Management Services
- i) Archaeological Services
- j) Other ancillary design and consultancy services as required

The architectural services consultant will be the design team lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with five (5) number of operators for each Lot, subject to sufficient numbers meeting the minimum requirements. While Applicants may submit an application/tender for both lots, they will only be appointed to one lot. Applicants must confirm their preferred lot in response to the qualification questionnaire

4.2 Duration of the Framework Agreement

The maximum duration of the framework agreement will be three [3] years subject to satisfactory annual review of performance. This may be extended for one [1] additional year.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement for:

- Lot 1 is in the region of €50m (ex. VAT) over the lifetime of the agreement.
- Lot 2 is in the region of €25m (ex VAT) over the lifetime of the agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

Individual contracts may be awarded as follows:

(a) A mini-tender competition will be conducted with all firms admitted to the framework agreement for the relevant lot, depending on project size. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time. As previously noted firms can only be admitted to one lot of the framework and will only be invited to tender for projects within that lot.

(b) In circumstances where a mini tender competition is run between the members of the Framework as described above, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, the Contracting Authority reserves the right to consult any member of the Framework regarding proposals for performing the required Services and to directly award the required Services to such member

where this is the most expedient way to proceed, taking into account any relevant considerations.

(c) In circumstances where any Services required by the Contracting Authority under this Agreement comprise (a) the repetition of similar Services (i.e. that is services relating to the same project) previously performed for the Contracting Authority by a member of the Framework, or (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised or provided Services, the Contracting Authority reserves the right to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations such as the need to ensure continuity of the services and affordability.

(d) The Contracting Authority reserves the right to directly award Services to any member of the Framework, within the relevant lot, if it considers it necessary to do so in respect of particular matters, having regard to timing, availability and expertise of resources, conflicts of interest and such other criteria as it considers relevant to such matters.

(e) The Contracting Authority may, from time to time, obtain specific specialist services, up to a value of €25,000, that are covered by this Framework directly from one of the firms admitted to the framework agreement in accordance with Recital 61 of Directive 2014/24/EU.

(f) Within each separate Lot there will also be an allowance for a cascading (rotational) framework for work up to a value of €50,000. This work may include but is not limited to due diligence, feasibility studies, site assessment, block planning for site evaluation purposes etc. This will be a five party rotational arrangement with all framework members with the first appointment to go to the top ranked member, second appointment to the second placed and so on to the fifth ranked. Candidates on the panel who are consistently unable to undertake the works or fail on the pre-set KPI targets may be removed from the panel.

(g) The Contracting Authority reserves the right to amalgamate sites to form a single project for mini-tender competition where efficiencies can be gained and this is deemed advantageous to the LDA, for example, due to scope, programme, location etc.

4.5 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with

the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.6 Use of the Framework Agreement

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

4.7 Specification of Requirements for Initial Contract under the Framework

The framework agreement will be established on foot of a competition for an initial contract, yet to be determined.

The initial contract will be awarded to the top scoring tenderer, for the relevant Lot, shortly after the formal establishment of the framework agreement.

4.7.1 The Tasks

The Design Team will provide a comprehensive range of services, including but not limited to: feasibility studies, master-planning services, new build residential projects delivered through traditional contracts, new build residential projects delivered via design & build contracts, area regeneration projects, residential retro-fit/refurbishment projects, conservation projects & works to protected structures, small works, public realm and precinct improvements, public buildings, technical due diligence services etc.

4.8 Details of Contracts Arising Over Life of Framework Agreement

The Contracting Authority intend to appoint a Design Team to provide similar services for each project under their remit over the lifetime of the Framework.

4.9 Award of Project Management Contracts and Design Team Contracts to same Economic Operator

It is anticipated that the Contracting Authority will separately procure Project Management Services, Assigned Certifier and Property Advisory Services to act on their behalf.

For avoidance of doubt, companies may be appointed to both Frameworks, but where a successful tenderer is appointed as Design Team to a specific project, no member of their team will be permitted to be appointed as Project Manager to that project.

5 Instructions to Applicants

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

5.1 General

The Economic Operator submitting a PQQ Submission is referred to as the Applicant, regardless of whether it is a single company or organisation or a Consortium. The Applicant, if successful in being appointed to the Framework Agreement, will take contractual and organisational responsibility for delivering any resulting Contracts awarded.

5.2 Applicant Team

The Applicant must include the following disciplines within its team, evidence with respect to capacity will be assessed at this stage:

- a) Architectural Services (incl. Design Team Leader, conservation, masterplan & urban design, fire safety design services, disability access design services, employer's representative for the Works Contract and design certifier as defined under the Building Control (Amendment) Regulations 2014).
- b) Quantity Surveying Services
- c) Civil & Structural Engineering Services
- d) Mechanical, Electrical & ICT Engineering Services
- e) Planning & Environmental Consultant,

The Applicant must also include the following disciplines within its team, declarations with respect to capacity will be acceptable at this stage:

- f) Landscape Architectural Services,
- g) Visual Impact Assessment & Graphics,
- h) Project Supervisor for the Design and Construction Process,
- i) Traffic Management Services,
- j) Archaeological Services,
- k) Acoustic consultant services,
- l) Topographical and measured building surveys of existing buildings,
- m) Other ancillary design and consultancy services as required

5.3 Consortia

The Applicant can provide the role of any or all disciplines from within its own resources or by using Sub-Contractors. However, information in relation to all Sub-Contractors must be provided as requested in the PQQ. Where an Applicant lists more

than one entity for one of the disciplines listed above, the Applicant must identify the lead entity for that role in Question A1.2.

The Contracting Authority will require the successful Tenderer to structure itself so that the following legal and organisational requirements are met:

- (a) the successful Tenderer is the single point of contact that takes direct contractual responsibility for interfacing with the Contracting Authority in managing and delivering the Contract, and
- (b) the legal obligations and liabilities of the successful Tenderer are borne by the Economic Operator(s) which satisfy the financial and economic requirements referred to in this Document.
- (c) all Consortium Members must provide joint and several liability to the Contracting Authority for the performance and fulfilment of the terms of the Contract

If there is a change to the Applicant's Team following the date for PQQ Submission and prior to the submission of the Tender, it must seek prior written approval for any change from the Contracting Authority by:

- (a) explaining in writing to the Contracting Authority the reasons for any change; and
- (b) providing full details of any proposed replacement (which will entail the completion of the relevant PQQ questions (if applicable) and the score awarded must be equal to or higher than that attained by the Consortium Member/Other Entity/Sub-Contractor being replaced)

The Contracting Authority will consider a request for approval of such changes only if it is received at least 21 calendar days prior to the relevant submission deadline

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

Prior to the commencement of the Framework Agreement, the successful Tenderer will be required to notify the Contracting Authority of the name, contact details and legal representatives of all its Sub-Contractors involved in the delivery of the Project, in so far as is known to the successful Tenderer at the time. The successful Tenderer will also be required to notify the Contracting Authority of any changes to the information provided in respect of its Sub-Contractors during the course of the Contract and the name, contact details and legal representatives of any new Sub-

Contractors which the successful Tenderer subsequently involves in the delivery of the Project

5.4 Conflict of Interests

The Contracting Authority recognises that an adviser, Sub-Contractor, consultant, funder, servant or agent to an Applicant or a Consortium Member may seek to participate in, advise or carry out work in relation to more than one bidding team for this Framework. Any adviser, Sub-Contractor, consultant, funder, servant or agent seeking to participate on more than one bidding team, prior to agreeing to any involvement with another bidding team, must receive written approval from the Contracting Authority permitting such involvement (including, inter alia, any conditions attached to such involvement).

If a member of an Applicants' Team is likely to have knowledge of the price or other aspects of the Applicants' tender that could cause it to have a conflict of interest and give rise to a risk of collusion if it also participated in another Applicants' team. If an Economic Operator is considering participating in this way, it must put in place appropriate safeguards to ensure that there is no conflict of interest or collusion in relation to this Procurement Process.

All members of the Applicant's Team must provide a conflict of interest declaration in A8. The Contracting Authority reserves the right to request evidence of such safeguards and/or to decide that an Economic Operator has not put in place sufficient safeguards and therefore is not permitted to participate further in the Procurement Process.

5.5 Queries

Requests for additional information and clarification on any matters must be made via the Questions and Answers facility on www.etenders.gov.ie. All clarifications/additional information will be issued via the etenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the etenders website. Please submit queries as soon as possible.

The closing date for queries	Is 17:00hrs, Thursday 15 th October 2020.
Process for submitting queries	Via www.etenders.gov.ie only

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

5.6 Submission of Applications

The Contracting Authority is using the tender Postbox facility and applications must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Applicants must ensure that they give sufficient time to upload their response. All applications submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applicants should produce their response as TWO SEPERATE FILES, One for the Financial Submission & One for the Quality Submission which is clearly labelled, page numbered and indexed.

5.7 Closing date for Applications

The closing date for Applications

is 17:00hours Thursday 22nd October 2020.

Applicants must ensure that they give themselves sufficient time to upload and submit all required documentation before the closing date/time. Applicants should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Applicants should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

It is the responsibility of the Applicant to ensure that their application is complete and is uploaded by the designated deadline. Applications that are received late or via other means WILL NOT be considered in this public procurement competition

NOTE: It is important to note that only persons who have downloaded and accepted a document can submit and upload. Also please leave sufficient time for upload of documents prior to the deadline as it is not possible to upload any material after this time.

5.8 Completing the Qualification Questionnaire

When completing the Qualification Questionnaire contained in Appendix A to this Document, Applicants should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire.

Each member of the Applicants Design Team must complete the section of the Qualification Questionnaire relevant to their discipline.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to the competitive tendering stage. Only at that subsequent tendering stage will the selected tenderers be invited to tender in Application to the specific requirements of the contract in the light of the published award criteria and the Invitation to Tender document.

Where a 'Rule' is associated with a particular question, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

The Qualification Questionnaire must be completed in English and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided, or the documents will not be considered during the evaluation process.

All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social

and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit an application in response to this Qualification Questionnaire the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Applicant must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Applicant and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the application is from a consortium / joint venture Applicants must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party.

Notwithstanding Section 5.4 above, Applicants are strictly prohibited from discussing any aspect of their Application to the Qualification Questionnaire with other Applicants or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.

The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, the Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by the Contracting Authority. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an Application or in participating in this process and competition.

5.9 European Single Procurement Document

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section A of the Questionnaire. However, the Contracting Authority requires evidence via completed submission of Section B

relating to Technical Capacity. Mere confirmation **will not be** sufficient under these headings.

Progression to tender stage will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority. Failure to provide appropriate evidence within the required timeframe specified will result in the Applicant being deemed inadmissible for the next stage of the competition.

5.10 Evaluation of Applications

An “Application” means the submission by an Applicant of a completed Qualification Questionnaire including the associated appendices.

Applications will be evaluated strictly on their merits in accordance with the published selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

5.11 Clarification of Applications

While not being obliged to seek clarifications from Applicants, the Contracting Authority reserves the right, at its absolute discretion, to ask Applicants for clarification or elaboration of their Applications to assist in its evaluation of Applications.

However, it is emphasised that the Contracting Authority will not be obliged to seek clarification where any of the essential pass requirements set out in the Qualification Questionnaire have not been met. Therefore, Applicants should pay particular attention to ensure that their Applications contain all the required information.

5.12 Identification of Tender List

All applications will be evaluated in line with the criteria and rules outlined in Appendix A. Responses will be scored and the top scoring eight (8) will be invited to tender, subject to that number meeting the minimum requirements.

5.13 Freedom of Information Acts

All responses to this Qualification Questionnaire will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the Applicant except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Applicants are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. the Contracting Authority cannot guarantee that any information provided by applicants, either in response to this Qualification

Questionnaire or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. the Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

5.14 Interference

Any effort by the Applicant to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

5.15 Inducement to Purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the Contracting Authority, or
- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

APPENDIX A: QUALIFICATION QUESTIONNAIRE

REF	PASS/FAIL CRITERIA	PASS REQUIREMENT
A1	Applicant Summary	Applicants must complete this section. If the Applicant is a grouping, then a separate questionnaire must be completed for each group member.
A2	Tax Compliance	<p>Note: Applicants are required to complete a Self-Declaration Form (A5). Applicants should note that if invited to tender, they will be required to provide the evidence self-declared prior to receipt of invitation to tender. If the Applicant is a grouping, then each member must complete the Self-Declaration Form (A5).</p>
A3	Turnover	
A4	Insurance	
A6	Manpower and Skills	All members of the Applicant's Team must demonstrate access to at least the minimum numbers of skilled personnel stated. Please note that the skills outlined may reside in the same person. Applicants should complete the table (A6) applicable to their discipline.
A7	Minimum Experience	All members of the Applicant's Team must confirm by way of declaration that they have successfully delivered services of a comparable nature and scale to those required by the LDA on three (3) previous occasions within the previous 5 years. The Contracting Authority reserves the right to contact the reference included to verify the information provided. Please note evidence is only required, at this stage from Architectural Services, Civil and Structural Engineering Services, Mechanical, Electrical & ICT Engineering Services and Planning & Environmental Services, as per Section B.1 to B.4 below.
A8	Conflict of Interest	All members of the Applicant's Team must provide a conflict of interest declaration in A8
A9	Declaration of Bona Fides	Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified. If the Applicant is a grouping, then a separate Declaration must be completed for each group member.

REF	WEIGHTED CRITERIA	MAX POINTS AVAILABLE	ASSESSMENT	MIN POINTS REQUIRED
B1	Architectural	4,000	<p>Applicants may refer to up to five (5) instances within the last five (5) years which demonstrate that they have successfully delivered architectural services of a comparable nature and scale to those required by the LDA.</p> <p>Please provide one example of both new build and retrofit experience in the residential sector and experience acting as Design Team Lead.</p> <p>The projects referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	2,000
B2	Quantity Surveying	2,250	<p>Applicants should refer to three (3) instances within the last five (5) years which demonstrate that they have successfully delivered QS services of a comparable nature and scale to those required by the LDA.</p> <p>Please provide one example of both new build and retrofit experience in the residential sector.</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	1,125
B3	Civil & Structural	2,250	<p>Applicants should refer to three (3) instances within the last five (5) years which demonstrate that they have successfully delivered civil & structural</p>	1,125

			<p>engineering services of a comparable nature and scale to those required by the LDA.</p> <p>Please provide one example of both new build and retrofit experience in the residential sector.</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	
B4	Mechanical, Electrical & ICT	2,250	<p>Applicants should refer to three (3) instances within the last five (5) years which demonstrate that they have successfully delivered Mechanical, Electrical & ICT services of a comparable nature and scale to those required by the LDA.</p> <p>Please provide one example of both new and retrofit experience in the residential sector.</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	1,125
B5	Planning & Environmental	1,500	<p>Applicants should refer to three (3) instances within the last five (5) years which demonstrate that they have successfully delivered Planning & Environmental Services of a comparable nature and scale to those required by the LDA for the specific Lot that the tender wishes to be considered.</p> <p>Please provide one example of new build and retrofit experience in the residential</p>	750

			sector and experience liaising with local and national stakeholders as part of the planning process. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.	
TOTAL		12,250	N/A	6,125

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B1) to (B5) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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

SECTION A – PASS/FAIL CRITERIA LOT 1
All members of the Applicant Team must complete this Section

A1. APPLICANT SUMMARY			
Weighting: Pass/Fail only			
Pass requirement: Applicants must complete this section.			
Organisation Name			
Role in this Procurement Process			
Contact Name			
Position			
Address			
Telephone Office			
Telephone Mobile			
Email			
Date of establishment, if applicable			
Preferred Framework Lot	Lot 1		Lot 2
Legal Status, if any <i>(Company (Ltd.), Partnership, Sole Trader, etc.)</i>			
<i>Please confirm if you are an SME (Small and Medium Enterprise) as defined in Commission Recommendation 2003/361/EC</i>	Yes		No
Definition as per 2003/361/EC			
<i>The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.</i>			

A1.1: Lead Applicant

Maximum Points: Pass/Fail Only

Pass requirement: Applicants must complete this section.

Please note that each Applicant Team/Consortium Member (if applicable) must complete Questions A2 – A9 (incl)

In addition, the Architect, Civil & Structural Engineer, Mechanical, Electrical & ICT Engineer and Planning & Environmental Consultant must complete Question B1

NOTE: Applicants must carefully read the requirements outlined in Section 5 of this Document in relation to Consortia.

Is the applicant a group of economic operators?

Yes No

If Yes, please provide the following information:

Please enclose an organisational chart with the proposed hierarchical structure of the grouping

Confirm if attached

Yes No

Please describe the commercial and legal relationship amongst its members

If your answer is "Yes", please provide the following information:	Name	Service to be delivered	Confirm Separate Questionnaire enclosed?
Consortium Member #1			
Consortium Member #2			
Consortium Member #3			

A1.2: All Applicants/Design Team

Maximum Points: Pass/Fail Only

Pass requirement: Each Sub-Contractor must hold the relevant accreditation/registration.

Please note that each Design Team Member (if applicable) must complete Questions A2 – A9 (incl)

In addition, the Architect, Civil & Structural Engineer, Mechanical, Engineer & ICT and Planning & Environmental Consultant must complete Question B1 - B4

The Contracting Authority may carry out checks to ensure that Sub-Contractors have the required accreditation/registrations and/or may require Sub-Contractors to provide evidence of such accreditations/registrations prior to award of the Development Agreement

Sub-Contractor:	Requirement	Service to be delivered	Identify Lead/Sub-Contractor
Architectural Services	Is listed on the Register of Architects of the Royal Institute of Architects of Ireland or a Member of the Royal Institute of British Architects (or equivalent)	Yes/No	
Quantity Surveying	Is listed on the Register of the Society of Chartered Surveyors Ireland or accredited by the Royal Institute of Chartered Surveyors (or equivalent)	Yes/No	
Civil & Structural Engineering	Is a Member on the Register of Engineers Ireland or registered with the Engineering Council UK (or equivalent)	Yes/No	
Mechanical, Electrical & ICT Engineering	Is a Member of the Chartered Institute of Building Services Engineers or registered with the Engineering Council UK (or equivalent)	Yes/No	

Planning & Environmental and/or Sustainability Consultant	Is Registered as a member of the Irish Planning Institute or the Royal Town Planning Institute (or equivalent)	Yes/No	
Landscape Architectural Services	Is a Member of the Irish Landscape Institute or a Chartered Member of the UK Landscape Institute (or equivalent)	Yes/No	
Project Supervisor for the Design and Construction Process	Statutory appointment as set out in Safety, Health and Welfare at Work (Construction) Regulations 2013. Member of NEBOSH, IOSH (or equivalent)	Yes/No	
Traffic Management Services	Is a Member on the Register of Engineers Ireland or registered with the Engineering Council UK (or equivalent)	Yes/No	
Archaeological Services Consultant	Is Registered with the National Monuments Service of Ireland	Yes/No	

A2. TAX CLEARANCE CERTIFICATE DECLARED BY SELF-DECLARATION (All Design Team Members)

Weighting: Pass/Fail only

Pass requirement: Applicants and each member of the Applicants Team must complete the self-declaration (A5) providing information regarding their tax compliance.

A3. FINANCIAL CAPACITY DECLARED BY SELF-DECLARATION (Lead Applicant Only)

Weighting: Pass/Fail only

Pass requirement:

- (a) Lot 1: Confirmation that the lead applicant party turnover exceeded €6m during **each** of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.
- (b) Lot 2: Confirmation that the lead applicant party turnover exceeded €3m during **each** of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.

In addition

- (c) Confirmation of financial standing ensuring the applicant party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.

Evidence of both statements will be required prior to confirmation on a tender list.

NOTE #1: In the case of an Applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead Applicant. Where group members are relying on the lead Applicant's financial capacity, self-declaration / evidence will only be required of the lead.

NOTE #2: In the case of firms more recently established evidence of pro-rata turnover will suffice.

A4. INSURANCES DECLARED BY SELF-DECLARATION (All Design Team Members)

Weighting: Pass/Fail only

Pass requirement: Applicants should complete the self-declaration (A5) providing information regarding the insurances in place and are asked to note that the

following levels will be required for the firm(s) being awarded this contract. Evidence of the following insurance levels should be provided as an appendix.

NOTE #1: In the case of an Applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead Applicant. Where group members are relying on the lead Applicant’s financial capacity, self-declaration / evidence will only be required of the lead.

Insurance Type	Required Level
Public Liability	€6.5m
Employers Liability	€13m
Professional Indemnity (Lot 1) (on any one claim) This limit is not an annual aggregation	€10m (will be advised on a case by case basis)
Professional Indemnity (Lot 2) (on any one claim) This limit is not an annual aggregation	€6.5m (will be advised on a case by case basis)

A5. SELF DECLARATION OF FINANCIAL INFORMATION			
TAX CLEARANCE (All Design Team Members)			
(A) I confirm and declare having a current and valid Tax Clearance Certificate in place and our tax affairs are in order. The Contracting Authority can verify your tax clearance status through Revenue's online facility at www.ros.ie . To this end, please confirm:			
Do you grant the Contracting Authority permission to verify your tax status online via www.ros.ie ?	Yes		No
Information required using new tax clearance certificate status being adopted in 2018			
Applicant Name			
Applicant PPSN/Tax Reference Number			
Access Number			
OR I confirm that I currently hold a valid paper tax clearance certificate	Registration Number		
	Certificate Number		
OR I confirm that I have applied for a Tax Clearance Certificate details of which will be made available as soon as available.		Yes	
FINANCIAL STANDING (Lead Applicant only)			
I confirm that our turnover exceeded:			
Lot 1: €6m per annum in each of the last three financial years.			
Lot 2: €3m per annum in each of the last three financial years.			
Note: if turnover figures for 2019 are unavailable, please use 2018, 2017 and 2016.			
Financial Year	2019	2018	2017
Turnover	€	€	€
I confirm that I will provide the following promptly on request at any time prior to the tender list being finalised: <ul style="list-style-type: none"> evidence of turnover for the past three financial years 	Yes		
	No		
INSURANCES (All Design Team members)			

(B) I confirm that we have the following insurances in place:				
Insurance Type	Level in Place	Details of Any Excess	Any	Expiry Date
Employers Liability	€			
Public Liability	€			
Professional Indemnity	€			
AND				
I confirm that if successful, where the levels required under the framework are higher than those currently in our possession, I will be in a position to put the required forms and levels of insurances required in place promptly.			Yes	No
AND				
I confirm that I will provide the following promptly on request at any time prior to the award decision being made: <ul style="list-style-type: none"> evidence of insurances in place or letter from Insurance Broker confirming that the required levels could be put in place if successful 			Yes	No
Please note that the Contracting Authority will seek to verify self-declarations regarding financial capacity prior to next stage of the competition.				
Signed:				
Position:				
Dated:				

A6 MANPOWER AND SKILLS (Architectural)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Principal Architect - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Architect - a relevant degree or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			3
Architect - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			3
Assistant Architect - a relevant degree or equivalent professional qualification, and - a minimum of 5 years post qualification experience			1
Total number of suitably qualified resources.			8

Please attach an organisation chart, clearly identifying all design team disciplines.

Organisation Chart Attached	Yes		No	
Page No. / Appendix No. in our submission				

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Quantity Surveyor)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3rd Parties	Minimum Number Required
Director Quantity Surveyor with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Senior Quantity Surveyor with: - a relevant degree or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			2
Junior Quantity Surveyor with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			3
Total number of suitably qualified resources.			6

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Civil & Structural)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Principal Civil & Structural Engineer with - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Civil & Structural Engineer with: - a relevant degree or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			2
Civil & Structural Engineer with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			2
Assistant Civil & Structural Engineer with: - a relevant degree or equivalent professional qualification, and			1

- a minimum of 5 years post qualification experience			
Total number of suitably qualified resources.			6

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Mechanical, Electrical & ICT)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Principal Mechanical, Electrical & ICT Engineer with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Mechanical, Electrical & ICT Engineer each with: - a relevant degree or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			2
Mechanical, Electrical & ICT Engineer with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			2
Assistant Mechanical, Electrical & ICT Engineer with: - a relevant degree or equivalent professional qualification, and			1

- a minimum of 5 years post qualification experience			
Total number of suitably qualified resources.			6

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Planning & Environment)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Planning Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Senior Environmental and/or Sustainability Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			2

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Landscape Architect)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Landscape Architect with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Associate Landscape Architect with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			1
Total number of suitably qualified resources.			2

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (PSDP)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Project Supervisor Design Process (PSDP) with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			1

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Traffic Management)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Traffic Management Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			1

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Archaeology)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Archaeologist with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			1

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A7 Previous experience – Declaration (to be completed by all members of the Design Team/Applicants)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: All members of the Applicants Design Team must confirm that they have successfully delivered services of a comparable nature and scale to those required by the LDA for the tenderers preferred lot for three (3) projects within the previous 5 years.

Contract Name	Contact Person	Outline of Services Provided & Current status of Project

A8 CONFLICT OF INTEREST DECLARATION

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: The Applicant and each member of the Applicant Team must sign and date this Declaration.

Note

I/We can confirm that there is no level of conflict, or perceived conflict of interest, in relation to the personnel or work involved in the Contract:	Yes	
	No	

If No: please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could affect the Contract

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Organisation Name	
Role in this Procurement Process	
Contact Name	
Position	

A9 DECLARATION OF BONA FIDES

In relation to an award procedure under Public Sector Directive 2014/24/EU (Article 57).

Weighting: Pass/Fail only

Pass requirement: Applicants must complete, sign and date this Declaration. the Contracting Authority reserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member.

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

		YES	NO
1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		

1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
<u>Non-payment of taxes or social security obligations</u>			
<p>1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?</p> <p>Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved</p>			

An Economic Operator who answers ‘Yes’ in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.			
2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.		YES	NO
		Please indicate your answer by marking ‘X’ in the relevant box	
The Economic Operator:			
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1.b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		

2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1.f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1.g	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		
2.1.h	<ul style="list-style-type: none"> • is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or 		
	<ul style="list-style-type: none"> • has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or 		
2.1.i	<p>has undertaken to:</p> <ul style="list-style-type: none"> • unduly influence the decision-making process of the contracting entity, or • obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or • negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. 		

DECLARATION RE STATUTORY OBLIGATIONS			
We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment / operation:		YES	NO
(i)	Employment Equality Acts 1998-2011		
(ii)	Equal Status Acts 2000-2011		
(iii)	National Minimum Wage Act 2000 as amended		
(iv)	Organisation of Working Time Act 1997 as amended		
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(vi)	Disability Act 2005		
(vii)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
This Declaration is made for the benefit of the Contracting Authority			
I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Economic Operator			
Authorised Signatory			
Name in print or block capitals			
Rank / Position			
Role in Procurement Process			
NOTE:			
The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Applicant, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive.			

SECTION B - WEIGHTED CRITERIA LOT 1

B1 PREVIOUS CONTRACTS – Architect only.

Applicants may refer to up to five (5) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA, for the preferred lot which the tenderer wishes to be considered.

Please provide one example of both new build and retrofit experience in the residential sector and experience acting as Design Team Lead.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Architectural Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	

Architectural Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this framework			

Architectural Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this framework			

Architectural Services CONTRACT #4			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this framework			

Architectural Services CONTRACT #5			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this framework			

B2 PREVIOUS CONTRACTS – Quantity Surveyor Services only.

Applicants (should refer to three (3) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA.

Please provide one example of both new build and retrofit experience in the residential sector.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Quantity Surveying Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			

Frequency of supply/service	
Approx. Project Capital Value €	
Approx. Annual Appointment Value €	
Please indicate below the extent of which this project is comparable with this contract	

Quantity Surveying Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

Quantity Surveying Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

B3 PREVIOUS CONTRACTS – Civil and Structural Engineering Services Only.

Applicants (should refer to three (3) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA.

Please provide one example of both new build and retrofit experience in the residential sector.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Civil & Structural Engineering Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			

Civil & Structural Engineering Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

Civil & Structural Engineering Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

B4 PREVIOUS CONTRACTS – Mechanical, Electrical & ICT Engineer only.

Applicants (should refer to three (3) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA.

Please provide one example of both new build and retrofit experience in the residential sector.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Mechanical, Electrical & ICT Engineering Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	

Details of Services provided	
Frequency of supply/service	
Approx. Project Capital Value €	
Approx. Annual Appointment Value €	
Please indicate below the extent of which this project is comparable with this contract	

Mechanical & Electrical Engineering Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

Mechanical, Electrical & ICT Engineering Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

B5 PREVIOUS CONTRACTS – Planning & Environmental Consultant only.

Applicants (should refer to three (3) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA.

Please provide one example of new build and retrofit experience in the residential sector and experience liaising with local and national stakeholders as part of the planning process.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Planning & Environmental Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	

Planning & Environmental Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

Planning & Environmental Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

QUALIFICATION QUESTIONNAIRE

Establishment of a multi-party framework agreement for	Architect Led Design Team
Procedure	Restricted
eTenders RFT ID	176810
OJEU Ref	
Issue Date	Tuesday 22 nd September 2020
Closing Date for Queries	Thursday 14 th October 2020 at 17:00
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Questionnaires	Thursday 22 nd October 2020 at 17:00
<p><i>Please note that information relating to this Qualification Questionnaire, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i></p>	

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APPENDIX A: QUALIFICATION QUESTIONNAIRE..... 20

1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

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

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

2. Summary

Contracting Authority	Land Development Agency
Nature of Procurement	Architect Led Design Team
Type	Services
Procedure	Restricted Procedure
Stage in procedure	<p>This is the first stage of this competitive procedure whereby any interested party may submit a response to this Questionnaire in order to be considered for inclusion on the tender list.</p> <p>Following evaluation, the top eight (8) scoring applicants will be invited to tender, subject to that number meeting the minimum requirements.</p> <p>Following evaluation of that tender, the tenderer having submitted the most economically advantageous tender will be awarded the initial contract and the tenderers having submitted the top five ranking tenders will be admitted to the multi-party framework agreement.</p>
Selection Criteria	As contained in Appendix A to this Document.

3. About the Contracting Authority

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Coordinate appropriate State lands for regeneration and development, opening up key sites for housing delivery.
- Driving strategic land assembly, working with both public and private sector land owners.
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA will be underpinned by grounding legislation and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

3.1 The Projects

The LDA are exploring several development projects and strategic development areas including at the following sites:

Pipeline Site	Projected Units
Dyke Road	250
Kilbarry, Cork	3,000
Bricins / Arbour Hill	400
Site 1, Cork Docks	600
Site 2, Cork Docks	400
East Wall, Dublin Port	200
St Teresa's Gardens, Dublin	750
Sandy Road	500
Cherryorchard	1,000
Leinster Region, location undisclosed.	1,500
Leinster Region, location undisclosed.	800
Munster Region, location undisclosed.	200
Leinster Region, location undisclosed.	180
Leinster Region, location undisclosed.	500
Leinster Region, location undisclosed.	2,500
Total	12,780

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list throughout the duration of the Framework Agreement.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement for Architect Led Design Team Services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

The framework will be delivered in two lots:

- Lot 1 – Architect-led design team framework for a development of projects exceeding 300 units of accommodation (or development equivalent).
- Lot 2 – Architect-led design team framework for a development of projects 300 units of accommodation and less (or development equivalent).

In response to this questionnaire tenderers must confirm their preferred Lot, suppliers will not be permitted on both.

The Architect Led Design Team will comprise

- a) Architectural Services (incl. Design Team Leader, conservation, masterplan & urban design, fire safety design services, disability access design services, employer's representative for the Works Contract and design certifier as defined under the Building Control (Amendment) Regulations 2014).
- b) Civil & Structural Engineering Services
- c) Quantity Surveying Services
- d) Mechanical, Electrical & ICT Engineering Services
- e) Landscape Architectural Services
- f) Project Supervisor for the Design and Construction Process
- g) Planning & Environmental Consultant
- h) Traffic Management Services
- i) Archaeological Services
- j) Other ancillary design and consultancy services as required

The architectural services consultant will be the design team lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with five (5) number of operators for each Lot, subject to sufficient numbers meeting the minimum requirements. While Applicants may submit an application/tender for both lots, they will only be appointed to one lot. Applicants must confirm their preferred lot in response to the qualification questionnaire

4.2 Duration of the Framework Agreement

The maximum duration of the framework agreement will be three [3] years subject to satisfactory annual review of performance. This may be extended for one [1] additional year.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement for:

- Lot 1 is in the region of €50m (ex. VAT) over the lifetime of the agreement.
- Lot 2 is in the region of €25m (ex VAT) over the lifetime of the agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

Individual contracts may be awarded as follows:

(a) A mini-tender competition will be conducted with all firms admitted to the framework agreement for the relevant lot, depending on project size. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time. As previously noted firms can only be admitted to one lot of the framework and will only be invited to tender for projects within that lot.

(b) In circumstances where a mini tender competition is run between the members of the Framework as described above, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, the Contracting Authority reserves the right to consult any member of the Framework regarding proposals for performing the required Services and to directly award the required Services to such member

where this is the most expedient way to proceed, taking into account any relevant considerations.

(c) In circumstances where any Services required by the Contracting Authority under this Agreement comprise (a) the repetition of similar Services (i.e. that is services relating to the same project) previously performed for the Contracting Authority by a member of the Framework, or (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised or provided Services, the Contracting Authority reserves the right to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations such as the need to ensure continuity of the services and affordability.

(d) The Contracting Authority reserves the right to directly award Services to any member of the Framework, within the relevant lot, if it considers it necessary to do so in respect of particular matters, having regard to timing, availability and expertise of resources, conflicts of interest and such other criteria as it considers relevant to such matters.

(e) The Contracting Authority may, from time to time, obtain specific specialist services, up to a value of €25,000, that are covered by this Framework directly from one of the firms admitted to the framework agreement in accordance with Recital 61 of Directive 2014/24/EU.

(f) Within each separate Lot there will also be an allowance for a cascading (rotational) framework for work up to a value of €50,000. This work may include but is not limited to due diligence, feasibility studies, site assessment, block planning for site evaluation purposes etc. This will be a five party rotational arrangement with all framework members with the first appointment to go to the top ranked member, second appointment to the second placed and so on to the fifth ranked. Candidates on the panel who are consistently unable to undertake the works or fail on the pre-set KPI targets may be removed from the panel.

(g) The Contracting Authority reserves the right to amalgamate sites to form a single project for mini-tender competition where efficiencies can be gained and this is deemed advantageous to the LDA, for example, due to scope, programme, location etc.

4.5 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with

the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.6 Use of the Framework Agreement

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

4.7 Specification of Requirements for Initial Contract under the Framework

The framework agreement will be established on foot of a competition for an initial contract, yet to be determined.

The initial contract will be awarded to the top scoring tenderer, for the relevant Lot, shortly after the formal establishment of the framework agreement.

4.7.1 The Tasks

The Design Team will provide a comprehensive range of services, including but not limited to: feasibility studies, master-planning services, new build residential projects delivered through traditional contracts, new build residential projects delivered via design & build contracts, area regeneration projects, residential retro-fit/refurbishment projects, conservation projects & works to protected structures, small works, public realm and precinct improvements, public buildings, technical due diligence services etc.

4.8 Details of Contracts Arising Over Life of Framework Agreement

The Contracting Authority intend to appoint a Design Team to provide similar services for each project under their remit over the lifetime of the Framework.

4.9 Award of Project Management Contracts and Design Team Contracts to same Economic Operator

It is anticipated that the Contracting Authority will separately procure Project Management Services, Assigned Certifier and Property Advisory Services to act on their behalf.

For avoidance of doubt, companies may be appointed to both Frameworks, but where a successful tenderer is appointed as Design Team to a specific project, no member of their team will be permitted to be appointed as Project Manager to that project.

5 Instructions to Applicants

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

5.1 General

The Economic Operator submitting a PQQ Submission is referred to as the Applicant, regardless of whether it is a single company or organisation or a Consortium. The Applicant, if successful in being appointed to the Framework Agreement, will take contractual and organisational responsibility for delivering any resulting Contracts awarded.

5.2 Applicant Team

The Applicant must include the following disciplines within its team, evidence with respect to capacity will be assessed at this stage:

- a) Architectural Services (incl. Design Team Leader, conservation, masterplan & urban design, fire safety design services, disability access design services, employer's representative for the Works Contract and design certifier as defined under the Building Control (Amendment) Regulations 2014).
- b) Quantity Surveying Services
- c) Civil & Structural Engineering Services
- d) Mechanical, Electrical & ICT Engineering Services
- e) Planning & Environmental Consultant,

The Applicant must also include the following disciplines within its team, declarations with respect to capacity will be acceptable at this stage:

- f) Landscape Architectural Services,
- g) Visual Impact Assessment & Graphics,
- h) Project Supervisor for the Design and Construction Process,
- i) Traffic Management Services,
- j) Archaeological Services,
- k) Acoustic consultant services,
- l) Topographical and measured building surveys of existing buildings,
- m) Other ancillary design and consultancy services as required

5.3 Consortia

The Applicant can provide the role of any or all disciplines from within its own resources or by using Sub-Contractors. However, information in relation to all Sub-Contractors must be provided as requested in the PQQ. Where an Applicant lists more

than one entity for one of the disciplines listed above, the Applicant must identify the lead entity for that role in Question A1.2.

The Contracting Authority will require the successful Tenderer to structure itself so that the following legal and organisational requirements are met:

- (a) the successful Tenderer is the single point of contact that takes direct contractual responsibility for interfacing with the Contracting Authority in managing and delivering the Contract, and
- (b) the legal obligations and liabilities of the successful Tenderer are borne by the Economic Operator(s) which satisfy the financial and economic requirements referred to in this Document.
- (c) all Consortium Members must provide joint and several liability to the Contracting Authority for the performance and fulfilment of the terms of the Contract

If there is a change to the Applicant's Team following the date for PQQ Submission and prior to the submission of the Tender, it must seek prior written approval for any change from the Contracting Authority by:

- (a) explaining in writing to the Contracting Authority the reasons for any change; and
- (b) providing full details of any proposed replacement (which will entail the completion of the relevant PQQ questions (if applicable) and the score awarded must be equal to or higher than that attained by the Consortium Member/Other Entity/Sub-Contractor being replaced)

The Contracting Authority will consider a request for approval of such changes only if it is received at least 21 calendar days prior to the relevant submission deadline

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

Prior to the commencement of the Framework Agreement, the successful Tenderer will be required to notify the Contracting Authority of the name, contact details and legal representatives of all its Sub-Contractors involved in the delivery of the Project, in so far as is known to the successful Tenderer at the time. The successful Tenderer will also be required to notify the Contracting Authority of any changes to the information provided in respect of its Sub-Contractors during the course of the Contract and the name, contact details and legal representatives of any new Sub-

Contractors which the successful Tenderer subsequently involves in the delivery of the Project

5.4 Conflict of Interests

The Contracting Authority recognises that an adviser, Sub-Contractor, consultant, funder, servant or agent to an Applicant or a Consortium Member may seek to participate in, advise or carry out work in relation to more than one bidding team for this Framework. Any adviser, Sub-Contractor, consultant, funder, servant or agent seeking to participate on more than one bidding team, prior to agreeing to any involvement with another bidding team, must receive written approval from the Contracting Authority permitting such involvement (including, inter alia, any conditions attached to such involvement).

If a member of an Applicants' Team is likely to have knowledge of the price or other aspects of the Applicants' tender that could cause it to have a conflict of interest and give rise to a risk of collusion if it also participated in another Applicants' team. If an Economic Operator is considering participating in this way, it must put in place appropriate safeguards to ensure that there is no conflict of interest or collusion in relation to this Procurement Process.

All members of the Applicant's Team must provide a conflict of interest declaration in A8. The Contracting Authority reserves the right to request evidence of such safeguards and/or to decide that an Economic Operator has not put in place sufficient safeguards and therefore is not permitted to participate further in the Procurement Process.

5.5 Queries

Requests for additional information and clarification on any matters must be made via the Questions and Answers facility on www.etenders.gov.ie. All clarifications/additional information will be issued via the etenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the etenders website. Please submit queries as soon as possible.

The closing date for queries	Is 17:00hrs, Thursday 15 th October 2020.
Process for submitting queries	Via www.etenders.gov.ie only

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

5.6 Submission of Applications

The Contracting Authority is using the tender Postbox facility and applications must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Applicants must ensure that they give sufficient time to upload their response. All applications submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applicants should produce their response as TWO SEPERATE FILES, One for the Financial Submission & One for the Quality Submission which is clearly labelled, page numbered and indexed.

5.7 Closing date for Applications

The closing date for Applications	is 17:00hours Thursday 22 nd October 2020.
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Applicants must ensure that they give themselves sufficient time to upload and submit all required documentation before the closing date/time. Applicants should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Applicants should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

It is the responsibility of the Applicant to ensure that their application is complete and is uploaded by the designated deadline. Applications that are received late or via other means WILL NOT be considered in this public procurement competition

NOTE: It is important to note that only persons who have downloaded and accepted a document can submit and upload. Also please leave sufficient time for upload of documents prior to the deadline as it is not possible to upload any material after this time.

5.8 Completing the Qualification Questionnaire

When completing the Qualification Questionnaire contained in Appendix A to this Document, Applicants should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire.

Each member of the Applicants Design Team must complete the section of the Qualification Questionnaire relevant to their discipline.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to the competitive tendering stage. Only at that subsequent tendering stage will the selected tenderers be invited to tender in Application to the specific requirements of the contract in the light of the published award criteria and the Invitation to Tender document.

Where a 'Rule' is associated with a particular question, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

The Qualification Questionnaire must be completed in English and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided, or the documents will not be considered during the evaluation process.

All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social

and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit an application in response to this Qualification Questionnaire the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Applicant must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Applicant and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the application is from a consortium / joint venture Applicants must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party.

Notwithstanding Section 5.4 above, Applicants are strictly prohibited from discussing any aspect of their Application to the Qualification Questionnaire with other Applicants or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.

The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, the Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by the Contracting Authority. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an Application or in participating in this process and competition.

5.9 European Single Procurement Document

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section A of the Questionnaire. However, the Contracting Authority requires evidence via completed submission of Section B

relating to Technical Capacity. Mere confirmation **will not be** sufficient under these headings.

Progression to tender stage will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority. Failure to provide appropriate evidence within the required timeframe specified will result in the Applicant being deemed inadmissible for the next stage of the competition.

5.10 Evaluation of Applications

An “Application” means the submission by an Applicant of a completed Qualification Questionnaire including the associated appendices.

Applications will be evaluated strictly on their merits in accordance with the published selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

5.11 Clarification of Applications

While not being obliged to seek clarifications from Applicants, the Contracting Authority reserves the right, at its absolute discretion, to ask Applicants for clarification or elaboration of their Applications to assist in its evaluation of Applications.

However, it is emphasised that the Contracting Authority will not be obliged to seek clarification where any of the essential pass requirements set out in the Qualification Questionnaire have not been met. Therefore, Applicants should pay particular attention to ensure that their Applications contain all the required information.

5.12 Identification of Tender List

All applications will be evaluated in line with the criteria and rules outlined in Appendix A. Responses will be scored and the top scoring eight (8) will be invited to tender, subject to that number meeting the minimum requirements.

5.13 Freedom of Information Acts

All responses to this Qualification Questionnaire will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the Applicant except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Applicants are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. the Contracting Authority cannot guarantee that any information provided by applicants, either in response to this Qualification

Questionnaire or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. the Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

5.14 Interference

Any effort by the Applicant to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

5.15 Inducement to Purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the Contracting Authority, or
- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

APPENDIX A: QUALIFICATION QUESTIONNAIRE

REF	PASS/FAIL CRITERIA	PASS REQUIREMENT
A1	Applicant Summary	Applicants must complete this section. If the Applicant is a grouping, then a separate questionnaire must be completed for each group member.
A2	Tax Compliance	<p>Note: Applicants are required to complete a Self-Declaration Form (A5). Applicants should note that if invited to tender, they will be required to provide the evidence self-declared prior to receipt of invitation to tender. If the Applicant is a grouping, then each member must complete the Self-Declaration Form (A5).</p>
A3	Turnover	
A4	Insurance	
A6	Manpower and Skills	All members of the Applicant's Team must demonstrate access to at least the minimum numbers of skilled personnel stated. Please note that the skills outlined may reside in the same person. Applicants should complete the table (A6) applicable to their discipline.
A7	Minimum Experience	All members of the Applicant's Team must confirm by way of declaration that they have successfully delivered services of a comparable nature and scale to those required by the LDA on three (3) previous occasions within the previous 5 years. The Contracting Authority reserves the right to contact the reference included to verify the information provided. Please note evidence is only required, at this stage from Architectural Services, Civil and Structural Engineering Services, Mechanical, Electrical & ICT Engineering Services and Planning & Environmental Services, as per Section B.1 to B.4 below.
A8	Conflict of Interest	All members of the Applicant's Team must provide a conflict of interest declaration in A8
A9	Declaration of Bona Fides	Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified. If the Applicant is a grouping, then a separate Declaration must be completed for each group member.

REF	WEIGHTED CRITERIA	MAX POINTS AVAILABLE	ASSESSMENT	MIN POINTS REQUIRED
B1	Architectural	4,000	<p>Applicants may refer to up to five (5) instances within the last five (5) years which demonstrate that they have successfully delivered architectural services of a comparable nature and scale to those required by the LDA.</p> <p>Please provide one example of both new build and retrofit experience in the residential sector and experience acting as Design Team Lead.</p> <p>The projects referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	2,000
B2	Quantity Surveying	2,250	<p>Applicants should refer to three (3) instances within the last five (5) years which demonstrate that they have successfully delivered QS services of a comparable nature and scale to those required by the LDA.</p> <p>Please provide one example of both new build and retrofit experience in the residential sector.</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	1,125
B3	Civil & Structural	2,250	<p>Applicants should refer to three (3) instances within the last five (5) years which demonstrate that they have successfully delivered civil & structural</p>	1,125

			<p>engineering services of a comparable nature and scale to those required by the LDA.</p> <p>Please provide one example of both new build and retrofit experience in the residential sector.</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	
B4	Mechanical, Electrical & ICT	2,250	<p>Applicants should refer to three (3) instances within the last five (5) years which demonstrate that they have successfully delivered Mechanical, Electrical & ICT services of a comparable nature and scale to those required by the LDA.</p> <p>Please provide one example of both new and retrofit experience in the residential sector.</p> <p>The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p>	1,125
B5	Planning & Environmental	1,500	<p>Applicants should refer to three (3) instances within the last five (5) years which demonstrate that they have successfully delivered Planning & Environmental Services of a comparable nature and scale to those required by the LDA for the specific Lot that the tender wishes to be considered.</p> <p>Please provide one example of new build and retrofit experience in the residential</p>	750

			sector and experience liaising with local and national stakeholders as part of the planning process. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.	
TOTAL		12,250	N/A	6,125

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B1) to (B5) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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

SECTION A – PASS/FAIL CRITERIA LOT 1
All members of the Applicant Team must complete this Section

A1. APPLICANT SUMMARY			
Weighting: Pass/Fail only			
Pass requirement: Applicants must complete this section.			
Organisation Name			
Role in this Procurement Process			
Contact Name			
Position			
Address			
Telephone Office			
Telephone Mobile			
Email			
Date of establishment, if applicable			
Preferred Framework Lot	Lot 1		Lot 2
Legal Status, if any <i>(Company (Ltd.), Partnership, Sole Trader, etc.)</i>			
<i>Please confirm if you are an SME (Small and Medium Enterprise) as defined in Commission Recommendation 2003/361/EC</i>	Yes		No
Definition as per 2003/361/EC			
<i>The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.</i>			

A1.1: Lead Applicant

Maximum Points: Pass/Fail Only

Pass requirement: Applicants must complete this section.

Please note that each Applicant Team/Consortium Member (if applicable) must complete Questions A2 – A9 (incl)

In addition, the Architect, Civil & Structural Engineer, Mechanical, Electrical & ICT Engineer and Planning & Environmental Consultant must complete Question B1

NOTE: Applicants must carefully read the requirements outlined in Section 5 of this Document in relation to Consortia.

Is the applicant a group of economic operators?

Yes No

If Yes, please provide the following information:

Please enclose an organisational chart with the proposed hierarchical structure of the grouping

Confirm if attached

Yes No

Please describe the commercial and legal relationship amongst its members

If your answer is "Yes", please provide the following information:	Name	Service to be delivered	Confirm Separate Questionnaire enclosed?
Consortium Member #1			
Consortium Member #2			
Consortium Member #3			

A1.2: All Applicants/Design Team

Maximum Points: Pass/Fail Only

Pass requirement: Each Sub-Contractor must hold the relevant accreditation/registration.

Please note that each Design Team Member (if applicable) must complete Questions A2 – A9 (incl)

In addition, the Architect, Civil & Structural Engineer, Mechanical, Engineer & ICT and Planning & Environmental Consultant must complete Question B1 - B4

The Contracting Authority may carry out checks to ensure that Sub-Contractors have the required accreditation/registrations and/or may require Sub-Contractors to provide evidence of such accreditations/registrations prior to award of the Development Agreement

Sub-Contractor:	Requirement	Service to be delivered	Identify Lead/Sub-Contractor
Architectural Services	Is listed on the Register of Architects of the Royal Institute of Architects of Ireland or a Member of the Royal Institute of British Architects (or equivalent)	Yes/No	
Quantity Surveying	Is listed on the Register of the Society of Chartered Surveyors Ireland or accredited by the Royal Institute of Chartered Surveyors (or equivalent)	Yes/No	
Civil & Structural Engineering	Is a Member on the Register of Engineers Ireland or registered with the Engineering Council UK (or equivalent)	Yes/No	
Mechanical, Electrical & ICT Engineering	Is a Member of the Chartered Institute of Building Services Engineers or registered with the Engineering Council UK (or equivalent)	Yes/No	

Planning & Environmental and/or Sustainability Consultant	Is Registered as a member of the Irish Planning Institute or the Royal Town Planning Institute (or equivalent)	Yes/No	
Landscape Architectural Services	Is a Member of the Irish Landscape Institute or a Chartered Member of the UK Landscape Institute (or equivalent)	Yes/No	
Project Supervisor for the Design and Construction Process	Statutory appointment as set out in Safety, Health and Welfare at Work (Construction) Regulations 2013. Member of NEBOSH, IOSH (or equivalent)	Yes/No	
Traffic Management Services	Is a Member on the Register of Engineers Ireland or registered with the Engineering Council UK (or equivalent)	Yes/No	
Archaeological Services Consultant	Is Registered with the National Monuments Service of Ireland	Yes/No	

A2. TAX CLEARANCE CERTIFICATE DECLARED BY SELF-DECLARATION (All Design Team Members)

Weighting: Pass/Fail only

Pass requirement: Applicants and each member of the Applicants Team must complete the self-declaration (A5) providing information regarding their tax compliance.

A3. FINANCIAL CAPACITY DECLARED BY SELF-DECLARATION (Lead Applicant Only)

Weighting: Pass/Fail only

Pass requirement:

- (a) Lot 1: Confirmation that the lead applicant party turnover exceeded €6m during **each** of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.
- (b) Lot 2: Confirmation that the lead applicant party turnover exceeded €3m during **each** of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months.

In addition

- (c) Confirmation of financial standing ensuring the applicant party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due.

Evidence of both statements will be required prior to confirmation on a tender list.

NOTE #1: In the case of an Applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead Applicant. Where group members are relying on the lead Applicant's financial capacity, self-declaration / evidence will only be required of the lead.

NOTE #2: In the case of firms more recently established evidence of pro-rata turnover will suffice.

A4. INSURANCES DECLARED BY SELF-DECLARATION (All Design Team Members)

Weighting: Pass/Fail only

Pass requirement: Applicants should complete the self-declaration (A5) providing information regarding the insurances in place and are asked to note that the

following levels will be required for the firm(s) being awarded this contract. Evidence of the following insurance levels should be provided as an appendix.

NOTE #1: In the case of an Applicant being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead Applicant. Where group members are relying on the lead Applicant’s financial capacity, self-declaration / evidence will only be required of the lead.

Insurance Type	Required Level
Public Liability	€6.5m
Employers Liability	€13m
Professional Indemnity (Lot 1) (on any one claim) This limit is not an annual aggregation	€10m (will be advised on a case by case basis)
Professional Indemnity (Lot 2) (on any one claim) This limit is not an annual aggregation	€6.5m (will be advised on a case by case basis)

A5. SELF DECLARATION OF FINANCIAL INFORMATION			
TAX CLEARANCE (All Design Team Members)			
(A) I confirm and declare having a current and valid Tax Clearance Certificate in place and our tax affairs are in order. The Contracting Authority can verify your tax clearance status through Revenue's online facility at www.ros.ie . To this end, please confirm:			
Do you grant the Contracting Authority permission to verify your tax status online via www.ros.ie ?	Yes		No
Information required using new tax clearance certificate status being adopted in 2018			
Applicant Name			
Applicant PPSN/Tax Reference Number			
Access Number			
OR I confirm that I currently hold a valid paper tax clearance certificate	Registration Number		
	Certificate Number		
OR I confirm that I have applied for a Tax Clearance Certificate details of which will be made available as soon as available.		Yes	
FINANCIAL STANDING (Lead Applicant only)			
I confirm that our turnover exceeded:			
Lot 1: €6m per annum in each of the last three financial years.			
Lot 2: €3m per annum in each of the last three financial years.			
Note: if turnover figures for 2019 are unavailable, please use 2018, 2017 and 2016.			
Financial Year	2019	2018	2017
Turnover	€	€	€
I confirm that I will provide the following promptly on request at any time prior to the tender list being finalised: <ul style="list-style-type: none"> evidence of turnover for the past three financial years 	Yes		
	No		
INSURANCES (All Design Team members)			

(B) I confirm that we have the following insurances in place:				
Insurance Type	Level in Place	Details of Any Excess	Any	Expiry Date
Employers Liability	€			
Public Liability	€			
Professional Indemnity	€			
AND				
I confirm that if successful, where the levels required under the framework are higher than those currently in our possession, I will be in a position to put the required forms and levels of insurances required in place promptly.			Yes	No
AND				
I confirm that I will provide the following promptly on request at any time prior to the award decision being made: <ul style="list-style-type: none"> evidence of insurances in place or letter from Insurance Broker confirming that the required levels could be put in place if successful 			Yes	No
Please note that the Contracting Authority will seek to verify self-declarations regarding financial capacity prior to next stage of the competition.				
Signed:				
Position:				
Dated:				

A6 MANPOWER AND SKILLS (Architectural)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Principal Architect - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Architect - a relevant degree or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			3
Architect - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			3
Assistant Architect - a relevant degree or equivalent professional qualification, and - a minimum of 5 years post qualification experience			1
Total number of suitably qualified resources.			8

Please attach an organisation chart, clearly identifying all design team disciplines.

Organisation Chart Attached	Yes		No	
Page No. / Appendix No. in our submission				

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Quantity Surveyor)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3rd Parties	Minimum Number Required
Director Quantity Surveyor with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Senior Quantity Surveyor with: - a relevant degree or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			2
Junior Quantity Surveyor with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			3
Total number of suitably qualified resources.			6

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Civil & Structural)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Principal Civil & Structural Engineer with - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Civil & Structural Engineer with: - a relevant degree or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			2
Civil & Structural Engineer with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			2
Assistant Civil & Structural Engineer with: - a relevant degree or equivalent professional qualification, and			1

- a minimum of 5 years post qualification experience			
Total number of suitably qualified resources.			6

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Mechanical, Electrical & ICT)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Principal Mechanical, Electrical & ICT Engineer with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience on projects similar in nature, scale and complexity			1
Senior Mechanical, Electrical & ICT Engineer each with: - a relevant degree or equivalent professional qualification, and - a minimum of 10 years post qualification experience working on projects similar in nature scale and complexity			2
Mechanical, Electrical & ICT Engineer with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			2
Assistant Mechanical, Electrical & ICT Engineer with: - a relevant degree or equivalent professional qualification, and			1

- a minimum of 5 years post qualification experience			
Total number of suitably qualified resources.			6

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Planning & Environment)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Planning Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Senior Environmental and/or Sustainability Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			2

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Landscape Architect)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Landscape Architect with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Associate Landscape Architect with: - a relevant degree or equivalent professional qualification, and - a minimum of 7 years post qualification experience			1
Total number of suitably qualified resources.			2

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (PSDP)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Project Supervisor Design Process (PSDP) with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			1

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Traffic Management)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Traffic Management Consultant with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			1

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A6 MANPOWER AND SKILLS (Archaeology)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated below. Please note that the skills outlined may reside in the same person.

Skillset	Number of Full Time Equivalents (FTEs)	Number of FTEs provided by 3 rd Parties	Minimum Number Required
Senior Archaeologist with: - a relevant degree or equivalent professional qualification, and - a minimum of 12 years post qualification experience working on projects similar in nature scale and complexity			1
Total number of suitably qualified resources.			1

NOTE: The purpose of this section is to identify whether the Applicant firm has at its disposal the appropriate number and range of skills. Applicants are reminded that they may rely on the resources of other entities on condition that they are fully described, and that Applicants can prove that they will have these resources at their disposal when required.

A7 Previous experience – Declaration (to be completed by all members of the Design Team/Applicants)

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: All members of the Applicants Design Team must confirm that they have successfully delivered services of a comparable nature and scale to those required by the LDA for the tenderers preferred lot for three (3) projects within the previous 5 years.

Contract Name	Contact Person	Outline of Services Provided & Current status of Project

A8 CONFLICT OF INTEREST DECLARATION

Weighting: Pass/Fail only

Minimum requirement to remain eligible in the competition: The Applicant and each member of the Applicant Team must sign and date this Declaration.

Note

I/We can confirm that there is no level of conflict, or perceived conflict of interest, in relation to the personnel or work involved in the Contract:	Yes	
	No	
If No: please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could affect the Contract		
Organisation Name		
Role in this Procurement Process		
Contact Name		
Position		

A9 DECLARATION OF BONA FIDES

In relation to an award procedure under Public Sector Directive 2014/24/EU (Article 57).

Weighting: Pass/Fail only

Pass requirement: Applicants must complete, sign and date this Declaration. the Contracting Authority reserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member.

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

		YES	NO
1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		

1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
<u>Non-payment of taxes or social security obligations</u>			
<p>1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?</p> <p>Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved</p>			

An Economic Operator who answers ‘Yes’ in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.			
2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.		YES	NO
		Please indicate your answer by marking ‘X’ in the relevant box	
The Economic Operator:			
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1.b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		

2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1.f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1.g	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		
2.1.h	<ul style="list-style-type: none"> is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or 		
	<ul style="list-style-type: none"> has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or 		
2.1.i	<p>has undertaken to:</p> <ul style="list-style-type: none"> unduly influence the decision-making process of the contracting entity, or obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. 		

DECLARATION RE STATUTORY OBLIGATIONS			
We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment / operation:		YES	NO
(i)	Employment Equality Acts 1998-2011		
(ii)	Equal Status Acts 2000-2011		
(iii)	National Minimum Wage Act 2000 as amended		
(iv)	Organisation of Working Time Act 1997 as amended		
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(vi)	Disability Act 2005		
(vii)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
This Declaration is made for the benefit of the Contracting Authority			
I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Economic Operator			
Authorised Signatory			
Name in print or block capitals			
Rank / Position			
Role in Procurement Process			
NOTE:			
The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Applicant, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive.			

SECTION B - WEIGHTED CRITERIA LOT 1

B1 PREVIOUS CONTRACTS – Architect only.

Applicants may refer to up to five (5) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA, for the preferred lot which the tenderer wishes to be considered.

Please provide one example of both new build and retrofit experience in the residential sector and experience acting as Design Team Lead.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Architectural Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	

Architectural Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this framework			

Architectural Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this framework			

Architectural Services CONTRACT #4			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this framework			

Architectural Services CONTRACT #5			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this framework			

B2 PREVIOUS CONTRACTS – Quantity Surveyor Services only.

Applicants (should refer to three (3) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA.

Please provide one example of both new build and retrofit experience in the residential sector.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Quantity Surveying Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			

Frequency of supply/service	
Approx. Project Capital Value €	
Approx. Annual Appointment Value €	
Please indicate below the extent of which this project is comparable with this contract	

Quantity Surveying Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

Quantity Surveying Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

B3 PREVIOUS CONTRACTS – Civil and Structural Engineering Services Only.

Applicants (should refer to three (3) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA.

Please provide one example of both new build and retrofit experience in the residential sector.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Civil & Structural Engineering Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			

Civil & Structural Engineering Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

Civil & Structural Engineering Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

B4 PREVIOUS CONTRACTS – Mechanical, Electrical & ICT Engineer only.

Applicants (should refer to three (3) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA.

Please provide one example of both new build and retrofit experience in the residential sector.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Mechanical, Electrical & ICT Engineering Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	

Details of Services provided	
Frequency of supply/service	
Approx. Project Capital Value €	
Approx. Annual Appointment Value €	
Please indicate below the extent of which this project is comparable with this contract	

Mechanical & Electrical Engineering Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

Mechanical, Electrical & ICT Engineering Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

B5 PREVIOUS CONTRACTS – Planning & Environmental Consultant only.

Applicants (should refer to three (3) instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale to those required by the LDA.

Please provide one example of new build and retrofit experience in the residential sector and experience liaising with local and national stakeholders as part of the planning process.

The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

Information shall be submitted using the project sheets below in legible font and shall be limited to 2 pages per project.

The contracts listed should be chosen to demonstrate your firm’s skills, efficiency, experience and reliability in the relevant areas of expertise.

All fields should be completed in full. In the event that the information requested on the value of contracts or identity of clients is considered confidential, Applicants must ensure that they provide sufficient information to allow the contracting entity to judge the similarity of these contracts to the services required.

Planning & Environmental Services CONTRACT #1			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	

Planning & Environmental Services CONTRACT #2			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

Planning & Environmental Services CONTRACT #3			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Details of Services provided			
Frequency of supply/service			
Approx. Project Capital Value €			
Approx. Annual Appointment Value €			
Please indicate below the extent of which this project is comparable with this contract			

QUALIFICATION QUESTIONNAIRE

Establishment of a multi-party framework agreement for	<p>Planning Services in 3 Lots:</p> <ul style="list-style-type: none"> • Lot 1 - Strategic Planning Services including, Master planning, Urban Design & Ancillary Services • Lot 2 - Development Management Planning • Lot 3 - Planning Consultancy Services
Procedure	Restricted
eTenders RFT ID	194077
Issue Date	7th July 2021
Closing Date for Queries	Friday 23rd July 2021 at 12.00 noon (Irish time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Questionnaires	Monday 9 th August 2021 at 12.00 noon (Irish time)
<p><i>Please note that information relating to this Qualification Questionnaire, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i></p>	

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

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

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

2. Summary

Contracting Authority	Land Development Agency
Nature of Procurement	<p>Planning Services in 3 Lots:</p> <ul style="list-style-type: none"> • Lot 1 - Strategic Planning Services including, Master planning, Urban Design & Ancillary Services • Lot 2 - Development Management Planning • Lot 3 - Planning Consultancy Services
Type	Services
Procedure	Restricted Procedure
Stage in procedure	<p>This is the first stage of this competitive procedure whereby any interested party may submit a response to this Questionnaire in order to be considered for inclusion on the tender list.</p> <p>The framework is split into three lots. Following evaluation, the top ten (10) scoring applicants for lots 1 and 2 and the top eight (8) scoring applicants for lot 3 will be invited to tender, subject to that number meeting the minimum requirements.</p> <p>Following evaluation of that tender, (Stage 2), the tenderers having submitted the top five (5) ranking tenders in accordance with the rules and criteria set out in the tender documents will be admitted to Lots 1 and 2 of the multi-party framework agreement and the top three (3) will be admitted to Lot 3.</p> <p>While Lead Applicant's may submit an application for all three lots, a Lead Applicant may only be appointed to a maximum of one lot. If applying for more than one lot, Lead Applicants must confirm their preferred lot in response to this qualification questionnaire.</p>
Selection Criteria	As contained in Appendix A to this Document.

Qualification Questionnaires

As contained in Appendix A.1, A.2 and A3
appended to this Document

3. About the Contracting Authority

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Coordinate appropriate State lands for regeneration and development, opening up key sites for housing delivery.
- Driving strategic land assembly, working with both public and private sector landowners.
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA will be underpinned by grounding legislation and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

4. Scope of the Framework Agreement

4.1 Outline Scope

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement for Planning Services in 3 Lots:

- Lot 1 - Strategic Planning Services including, Master planning, Urban Design & Ancillary Services
- Lot 2 - Development Management Planning
- Lot 3 - Planning Consultancy Services

4.1.1 Strategic Areas/Projects – Lot 1

A core purpose of the LDA is to proactively identify where public land could be used to develop much needed housing and to ensure an adequate serviced land supply in the long term. Related to this, a key role of the LDA is to provide services to local authorities in relation to the development of sites for housing and urban development/regeneration. These include the development of large scale, multi-tenure or mixed-use development/regeneration sites and generally require the preparation of masterplans/spatial frameworks which assess and establish a framework for the planning and development potential of these strategic urban regeneration sites.

The Strategic Areas work has the potential to deliver transformative impact on our cities, and unlock underutilised brownfield lands to optimise their potential for mixed use and housing to create vibrant city and town centre locations and deliver wider socioeconomic benefits that supports compact urban and low carbon development.

The LDA is currently progressing several development projects which will deliver affordable housing in the short to medium term, but also are currently working with our local authority partners on a number of strategic development areas, including at the following:

Current Strategic Sites	Site Size (Hectares)
Limerick Colbert, Colbert	69 ha
Sandy Road, Galway	20 ha
Digital Hub	3.7 ha
Cork Docklands	20 ha
Future Strategic Sites	Approx.5 additional (TBC)

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list. It should also be noted that the LDA are working with local authorities and key partners to identify further strategic sites with a view to preparing masterplans/spatial frameworks which will guide and inform future development.

These strategic sites will deliver more compact city growth in line with the aspirations of the National Planning Framework and Project Ireland 2040. These projects are transformative in nature and require experience in the delivery of complex urban regeneration projects. In summary, the key aims and objectives of the LDA in respect to regenerations sites are as follows:

- To manage, co-ordinate and optimise relevant public land (and potentially contiguous private land) and prepare that land for future development.
- Identify urban regeneration projects and prepare masterplans/spatial frameworks which can provide housing and/or mixed-use development in line with the targets of the National Planning Framework.
- Make the best use of resources and seek to deliver economies of scale that have regard to Government Policy on proper planning and sustainable development.
- Develop ambitious and deliverable high quality masterplans/spatial frameworks that promote making the best use of land located in/contiguous to major urban centres, that provide transformative potential, flexibility and identify options for delivery.

Please refer to the Competition Summary for more details

4.1.2 Strategic Areas/Projects – Lot 2

A key role of the Land Development Agency is to activate and develop state land to deliver much needed housing in the short and medium term and ensure a sustainable pipeline of serviced land supply into the longer term.

The LDA is currently exploring several development projects and strategic development areas, with a view to delivering compact urban growth on state lands. The preferred sites are brownfield and accessible, urban locations thereby presenting the optimum opportunity to deliver sustainably residentially led urban regeneration in accordance with National and Regional planning policies. Some of the identified sites are listed below:

Pipeline Sites	Projected Units
Dyke Road, Galway	250
Kilbarry, Cork	3,000
Bricin/Arbour Hill	400
Cork Docklands	1,200
East Wall, Dublin Port	200
Sandy Road, Galway	1,000
Cherryorchard, Dublin	1,000
St. Columb, Mullingar	360
Crom Castle, Dublin	170
Other undisclosed locations	5,600
Total	12,180

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list throughout the duration of the Framework Agreement. The LDA are also working with local authorities and key partners to identify further development sites with a view to preparing major planning applications which will deliver affordable homes where they are most needed.

Development Management Planning at the LDA presents an opportunity to work with design teams and local authority partners on some of the most exciting urban regeneration residential developments in the State. The Planning Advisors will play a key role in shaping the development and guiding it through the planning and development management process.

Please refer to the Competition Summary for more details

4.1.3 Strategic Areas/Projects – Lot 3

Lot 3 to a range of general town planning and other related services which may be required outside of the function of Lot 1 and Lot 2. This includes but is not limited to the following:

- Management of multi-disciplinary consortium/team
- Development Plan & Planning Applications Monitoring & Submissions
- Research Studies
- Health and Safety
- Promotional Material Services
- Policy and Strategy Advice and Reports
- Procurement of Specific Surveys & Studies

- Contract Advice
- Training

- Staffing
- Stakeholder Engagement

Please refer to the Competition Summary for more details.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

The Planning Services Consultant will act as the single point of contractual responsibility, and sub consultants (if required) will be required to provide a collateral warranty for the benefit of the Contracting Authority.

4.2 Numbers Admitted to the Framework Agreement

The framework agreements will be established as a multi-party framework agreement with five (5) number operators for Lot 1 and Lot 2 and three (3) number operators for Lot 3, subject to sufficient numbers meeting the minimum requirements.. While Lead Applicant's may submit an application for all three lots, a Lead Applicant may only be appointed to a maximum of one lot. If applying for more

than one lot, Lead Applicants must confirm their preferred lot in response to this qualification questionnaire.

4.3 Duration of the Framework Agreement

The maximum duration of the framework agreement will be three [3] years subject to satisfactory annual review of performance. This may be extended for one [1] additional year.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.4 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement for:

Lot 1 is in the region of €15m (ex VAT) over the lifetime of the agreement.

Lot 2 is in the region of €20m (ex VAT) over the lifetime of the agreement.

Lot 3 is in the region of €5m (ex VAT) over the lifetime of the agreement.

It is emphasised, however, that these figures are provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.5 Awarding Contracts under the Framework Agreement

Individual contracts may be awarded as follows:

Lot 1

(a) A mini-tender competition will be conducted with all firms admitted to the framework agreement for Lot 1. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

Lot 2

(b) A mini-tender competition will be conducted with all firms admitted to the framework agreement for Lot 2. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

(c) Lot 3 will be awarded on the basis of a cascading framework. Tenderers responses to the second stage of this procurement competition will be scored and ranked. This will be a 3 party rotational arrangement with all framework members with the first appointment to go to the top ranked member, second appointment to the second placed and so on to the third ranked. Tenderers on the framework who

are consistently unable to undertake the works or fail on the pre-set KPI targets may be removed from the framework. These KPI's will be included in the Stage 2 (Tender Stage) documents.

(d) In circumstances where a mini tender competition is run between the members of the Framework, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, the Contracting Authority reserves the right to consult any member of the Framework regarding proposals for performing the required Services and to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations.

(e) In circumstances where any Services required by the Contracting Authority under this Agreement comprise (a) the repetition of similar Services (i.e. that is services relating to the same project) previously performed for the Contracting Authority by a member of the Framework, or (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised or provided Services, the Contracting Authority reserves the right to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations such as the need to ensure continuity of the services and affordability.

(f) The Contracting Authority reserves the right to directly award Services to any member of the Framework, if it considers it necessary to do so in respect of particular matters, having regard to timing, availability and expertise of resources, conflicts of interest and such other criteria as it considers relevant to such matters.

(g) The Contracting Authority may, from time to time, obtain specific specialist services, up to a value of €25,000, that are covered by this Framework directly from one of the firms admitted to the framework agreement in accordance with Recital 61 of Directive 2014/24/EU.

(h) The Contracting Authority reserves the right to amalgamate sites to form a single project for mini-tender competition where efficiencies can be gained and this is deemed advantageous to the LDA, for example, due to scope, programme, location etc.

4.6 Award to Runner Up

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

Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.7 Use of the Framework Agreement

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

5 Instructions to Applicants

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

5.1 General

The Economic Operator submitting a PQQ Submission is referred to as the Applicant, regardless of whether it is a single company or organisation or a Consortium. The Applicant, if successful in being appointed to the Framework Agreement, will take contractual and organisational responsibility for delivering any resulting Contracts awarded.

5.2 Consortia

The Applicant can provide the role of any or all disciplines from within its own resources or by using Sub-Contractors. However, information in relation to all Sub-Contractors must be provided as requested in the PQQ. Where an Applicant lists more than one entity for one of the disciplines listed above, the Applicant must identify the lead entity for that role in Question A1.

The Contracting Authority will require the successful Tenderer to structure itself so that the following legal and organisational requirements are met:

- (a) the successful Tenderer is the single point of contact that takes direct contractual responsibility for interfacing with the Contracting Authority in managing and delivering the Contract.
- (b) the legal obligations and liabilities of the successful Tenderer are borne by the Economic Operator(s) which satisfy the financial and economic requirements referred to in this Document.
- (c) all Consortium Members must provide joint and several liability to the Contracting Authority for the performance and fulfilment of the terms of the Contract

If there is a change to the Applicant's Team following the date for PQQ Submission and prior to the submission of the Tender, it must seek prior written approval for any change from the Contracting Authority by:

- (a) explaining in writing to the Contracting Authority the reasons for any change; and
- (b) providing full details of any proposed replacement (which will entail the completion of the relevant PQQ questions (if applicable) and the score awarded

must be equal to or higher than that attained by the Consortium Member/Other Entity/Sub-Contractor being replaced)

The Contracting Authority will consider a request for approval of such changes only if it is received at least 21 calendar days prior to the relevant submission deadline

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

Prior to the commencement of the Framework Agreement, the successful Tenderer will be required to notify the Contracting Authority of the name, contact details and legal representatives of all its Sub-Contractors involved in the delivery of the Project, in so far as is known to the successful Tenderer at the time. The successful Tenderer will also be required to notify the Contracting Authority of any changes to the information provided in respect of its Sub-Contractors during the course of the Contract and the name, contact details and legal representatives of any new Sub-Contractors which the successful Tenderer subsequently involves in the delivery of the Project

5.3 Conflict of Interests

The Contracting Authority recognises that an adviser, Sub-Contractor, consultant, funder, servant or agent to an Applicant or a Consortium Member may seek to participate in, advise or carry out work in relation to more than one bidding team for this Framework. Any adviser, Sub-Contractor, consultant, funder, servant or agent seeking to participate on more than one bidding team, prior to agreeing to any involvement with another bidding team, must receive written approval from the Contracting Authority permitting such involvement (including, inter alia, any conditions attached to such involvement).

If a member of an Applicants' Team is likely to have knowledge of the price or other aspects of the Applicants' tender that could cause it to have a conflict of interest and give rise to a risk of collusion if it also participated in another Applicants' team. If an Economic Operator is considering participating in this way, it must put in place appropriate safeguards to ensure that there is no conflict of interest or collusion in relation to this Procurement Process.

All members of the Applicant's Team must provide a conflict of interest declaration in A7. The Contracting Authority reserves the right to request evidence of such safeguards and/or to decide that an Economic Operator has not put in place sufficient safeguards and therefore is not permitted to participate further in the Procurement Process.

5.4 Queries

Requests for additional information and clarification on any matters must be made via the Questions and Answers facility on www.etenders.gov.ie. All clarifications/additional information will be issued via the etenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the etenders website. Please submit queries as soon as possible.

The closing date for queries	12.00 noon (Irish time) on 23 rd July 2021
Process for submitting queries	Via www.etenders.gov.ie only

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

5.5 Submission of Applications

The Contracting Authority is using the tender Postbox facility and applications must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Applicants must ensure that they give sufficient time to upload their response. All applications submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applicants should produce their response as TWO SEPERATE FILES, One for the Financial Capacity Submission & One for the Technical Submission which is clearly labelled, page numbered and indexed.

5.6 Closing date for Applications

The closing date for Applications	12.00 noon (Irish time) on 9th August 2021.
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Applicants must ensure that they give themselves sufficient time to upload and submit all required documentation before the closing date/time. Applicants should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until

response deadline. Applicants should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

It is the responsibility of the Applicant to ensure that their application is complete and is uploaded by the designated deadline. Applications that are received late or via other means WILL NOT be considered in this public procurement competition

NOTE: It is important to note that only persons who have downloaded and accepted a document can submit and upload. Also please leave sufficient time for upload of documents prior to the deadline as it is not possible to upload any material after this time.

5.7 Completing the Qualification Questionnaire

When completing the Qualification Questionnaire contained in Appendix A to this Document, Applicants should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire unless specifically noted as permitted.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to the competitive tendering stage. Only at that subsequent tendering stage will the selected tenderers be invited to tender in Application to the specific requirements of the contract in the light of the published award criteria and the Invitation to Tender document.

Where a 'Rule' is associated with a particular question, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

The Qualification Questionnaire must be completed in English and where copies of original documents are provided in languages other than English or Irish, a complete and accurate English translation should be provided, or the documents will not be considered during the evaluation process.

All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit an application in response to this Qualification Questionnaire the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Applicant must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Applicant and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the application is from a consortium / joint venture Applicants must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party.

Notwithstanding Section 5.4 above, Applicants are strictly prohibited from discussing any aspect of their Application to the Qualification Questionnaire with other Applicants

or otherwise exchanging information or colluding in respect of the project. Any Applicant who fails to comply with this requirement may be disqualified.

The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, the Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by the Contracting Authority. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an Application or in participating in this process and competition.

5.8 European Single Procurement Document

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section A of the Questionnaire. However, the Contracting Authority requires evidence via completed submission of Section B relating to Technical Capacity. Mere confirmation **will not be** sufficient under these headings.

Progression to tender stage will be conditional upon identified Applicants providing evidence of self-declared information to the Contracting Authority. Failure to provide appropriate evidence within the required timeframe specified will result in the Applicant being deemed inadmissible for the next stage of the competition.

5.9 Evaluation of Applications

An “Application” means the submission by an Applicant of a completed Qualification Questionnaire including the associated appendices.

Applications will be evaluated strictly on their merits in accordance with the published selection criteria, minimum rules and weightings specified in the Qualification Questionnaire.

5.10 Clarification of Applications

While not being obliged to seek clarifications from Applicants, the Contracting Authority reserves the right, at its absolute discretion, to ask Applicants for clarification or elaboration of their Applications to assist in its evaluation of Applications.

However, it is emphasised that the Contracting Authority will not be obliged to seek clarification where any of the essential pass requirements set out in the Qualification Questionnaire have not been met. Therefore, Applicants should pay particular attention to ensure that their Applications contain all the required information.

5.11 Identification of Tender List

All applications will be evaluated in line with the criteria and rules outlined in Appendix A. Responses will be scored and the top scoring ten (10) applicants for Lots 1 and 2

and the top eight (8) scoring applicants for Lot 3 will be invited to tender, subject to that number meeting the minimum requirements.

5.12 Freedom of Information Acts

All responses to this Qualification Questionnaire will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the Applicant except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Applicants are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by applicants, either in response to this Qualification Questionnaire or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

5.13 Interference

Any effort by the Applicant to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

5.14 Inducement to Purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the Contracting Authority, or

- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

APPENDIX A: SELECTION CRITERIA

Depending on which lot is being applied for please complete the relevant qualification questionnaire contained in Appendices A.1, A.2 and A3

REF	PASS/FAIL CRITERIA	PASS REQUIREMENT
A1	Applicant Summary	Applicants must complete this section. If the Applicant is a grouping, then a separate questionnaire must be completed for each group member.
A2	Tax Compliance	<p>Note: Applicants are required to complete a Self-Declaration Form (A5). Applicants should note that if invited to tender, they will be required to provide the evidence self-declared prior to receipt of invitation to tender. If the Applicant is a grouping, then each member must complete the Self-Declaration Form (A5).</p>
A3	Turnover	
A4	Insurance	<p>Turnover requirements</p> <p>Please note the minimum turnover levels for each lot are as follows:</p> <p>Lot 1 - €3.5m</p> <p>Lot 2 - €1.5m</p> <p>Lot 3 - €900k</p>
A6	Manpower and Skills	<p>All members of the Applicant's Team must demonstrate access to at least the minimum numbers of skilled personnel stated. Please note that the skills outlined may reside in the same person. Applicants should complete the table (A6) applicable to their discipline.</p> <p><i>(Please refer to relevant questionnaire at Appendices A.1, A.2 and A.3 for specific manpower and skills requirements for each lot)</i></p>
A7	Conflict of Interest	All members of the Applicant's Team must provide a conflict of interest declaration in A7
A8	Declaration of Bona Fides	Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified. If the Applicant is a grouping, then a separate Declaration must be completed for each group member.

REF	WEIGHTED CRITERIA	MAX POINTS AVAILABLE	ASSESSMENT	MIN POINTS REQUIRED
B1	Previous Contracts	6,000	<p>Applicants should refer to five (5) instances within the last five (5) years which demonstrate that they have successfully delivered the services of a comparable nature and scale to those required by the LDA and set out in the competition summary.</p> <p>The projects referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.</p> <p>LOT 1</p> <ul style="list-style-type: none"> a. Strategic Planning services covering large urban areas with potential for redevelopment. b. Masterplanning and Urban Design on complex urban, brownfield sites. c. Management of multi-disciplinary teams d. Policy and strategy advice and clear visioning for the future of complex urban sites e. Approach to stakeholder engagement <p><i>(Please refer to separate document Appendix A.1 for questionnaire to be completed)</i></p> <p>LOT 2</p> <ul style="list-style-type: none"> a. Planning Feasibility Assessments b. Planning Strategy Advices c. Preparation, Coordination and Submission of Planning Applications/Appeals etc. 	3,000

			<p>d. Planning Advice on Design Solutions and Management of Planning Conditions</p> <p><i>(Please refer to separate document Appendix A.2 for questionnaire to be completed)</i></p> <p>LOT 3</p> <p>a. Development Plan and Planning Applications Monitoring and Submissions</p> <p>b. Research Studies</p> <p>c. Planning policy and planning strategy advice reporting</p> <p>d. Stakeholder engagement</p> <p><i>(Please refer to separate document Appendix A.3 for questionnaire to be completed)</i></p>	
<p>B2</p>	<p>Resources</p>	<p>3,000</p>	<p>Applicants must demonstrate they have at their disposal qualified personnel with the appropriate skills, knowledge and experience to deliver the services as specified by the Contracting Authority in this document. Applicants must include an organisation chart, clearly identifying Planning resources proposed for the framework(i.e. the lot being applied for),</p> <p>Applicants are required to provide CVs for the following (CVs should be no more than 2 x A4 pages each):</p> <p>Lot 1</p> <p>1 x Principal Architect/Urban Designer with:</p> <ul style="list-style-type: none"> • a relevant degree or equivalent professional qualification, and • a minimum of 15 years post qualification experience on projects similar in nature, scale, and complexity 	<p>1,500</p>

			<p>2 x Senior Architect/Urban Designer with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 8 years post qualification experience on projects similar in nature, scale, and complexity <p>1 x Director of Planning with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 12 years post qualification experience working on projects similar in nature scale and complexity <p>2 x Senior Planners with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity. <p>1 x GIS Consultant with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 5 years post qualification experience working on projects similar in nature scale and complexity. <p>1 x Socio-economic consultant with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity. <p>1 x Environmental/ecological consultant with</p>	
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			<ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity. <p>1 x Traffic and Transport with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity. <p>1 x Engineering – Civil and Structural with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity. <p>1 x Cost Consultancy with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity. <p><i>(Please refer to separate document Appendix A.1 for questionnaire to be completed)</i></p> <p>Lot 2</p> <p>1 x Director of Planning with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 15 years post qualification experience working on 	
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			<p>projects similar in nature scale and complexity</p> <p>1 x Senior Planner with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity. <p>1 x Graduate/Assistant Planner with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 1 year post qualification experience working on projects similar in nature scale and complexity. <p><i>(Please refer to separate document Appendix A.2 for questionnaire to be completed)</i></p> <p>Lot 3</p> <p>1 x Director of Planning with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 12 years post qualification experience working on projects similar in nature scale and complexity <p>1 x Senior Planner with</p> <ul style="list-style-type: none"> • A relevant degree or equivalent professional qualification, and • A minimum of 6 years post qualification experience working on projects similar in nature scale and complexity. <p><i>(Please refer to separate document Appendix A.3 for questionnaire to be completed)</i></p>	
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B3	Quality Assurance	1,000	The lead applicant should provide information on the measures in place to ensure the delivery of a quality service, for example by way of a 3rd party certified system, or an equivalent inhouse quality control process or system for the contracted entity. <i>(The above applies to Lots 1, 2 and 3. Please refer to relevant questionnaire to be completed)</i>	500
TOTAL		10,000	N/A	5,000

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B1) and (B3) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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

INVITATION TO TENDER

Establishment of a multi-party framework agreement for	Architect Led Design Team Services
Procedure	Restricted
eTenders RFT ID	176810
OJEU REF	
Issue Date	Wednesday 07th July 2021
Closing Date for Queries	Thursday 29th July 2021 at 12:00hrs
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Tenders	Friday 06th August 2021 at 17:00hrs
<i>Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Responses to queries will be circulated to all Tenderers by email. The identity of the person making a query will not be disclosed when circulating the response. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i>	

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

2. Summary

Contracting Authority	Land Development Agency
Nature of Procurement	<i>Architect Led Design Team</i>
Type	Services
Procedure	The Contracting Authority is utilising the EU Restricted procedure of European Council Directive 2014/24/EU
Stage in procedure	This is the second stage of this competitive procedure whereby parties who have been deemed qualified on foot of their Expression of Interest may submit a Tender.
Award Criteria	As contained in Section 5 of this Document.

3. About the Contracting Authority

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Coordinate appropriate State lands for regeneration and development, opening key sites for housing delivery.
- Driving strategic land assembly, working with both public and private sector land owners.
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA will be underpinned by grounding legislation and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

3.1 The Projects

The LDA are exploring a number of projects at the following sites:

Pipeline Site	Projected Units
Dyke Road	250
Kilbarry, Cork	3,000
Bricins / Arbour Hill	400
Site 1, Cork Docks	600
Site 2, Cork Docks	400
East Wall, Dublin Port	200
Sandy Road	500
Cherryorchard	1,000
Dublin 8	750
Leinster Region, location undisclosed.	1,500
Leinster Region, location undisclosed.	800
Munster Region, location undisclosed.	200
Leinster Region, location undisclosed.	180
Leinster Region, location undisclosed.	500
Leinster Region, location undisclosed.	2,500
Total	12,780

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list throughout the duration of the Framework Agreement.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a *multi-party* framework agreement for Architect Led Design Team Services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework

The framework will be delivered in two lots:

- Lot 1 – Architect-led design team framework for a development of projects exceeding 300 units of accommodation (or development equivalent).
- Lot 2 – Architect-led design team framework for a development of projects 300 units of accommodation and less (or development equivalent).

The Architect Led Design Team will comprise

- a) Architectural Services (incl. Design Team Leader, conservation, masterplan & urban design, fire safety design services, disability access design services, employer's representative for the Works Contract and design certifier as defined under the Building Control (Amendment) Regulations 2014).
- b) Civil & Structural Engineering Services
- c) Quantity Surveying Services
- d) Mechanical, Electrical & ICT Engineering Services
- e) Landscape Architectural Services
- f) Project Supervisor for the Design and Construction Process
- g) Planning & Environmental Consultant
- h) Traffic Management Services
- i) Archaeological Services

- j) Assigned Certifier Services (does not form part the Cherry Orchard scope of service)
- k) Other ancillary design and consultancy services as required

The architectural services consultant will be the design team lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with five (5) tenderers selected per lot following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

4.2 Duration of the Framework Agreement

The maximum duration of the framework agreement will be three [3] years subject to satisfactory annual review of performance. This may be extended for one [1] additional year.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement for:

- Lot 1 is in the region of €50m (ex. VAT) over the lifetime of the agreement.
- Lot 2 is in the region of €25m (ex VAT) over the lifetime of the agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

Individual contracts may be awarded as follows:

(a) A mini-tender competition will be conducted with all firms admitted to the framework agreement for the relevant lot, depending on project size. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time. As previously noted firms can only be admitted to one lot of the framework and will only be invited to tender for projects within that lot.

(b) In circumstances where a mini tender competition is run between the members of the Framework as described above, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, the Contracting Authority reserves the

right to consult any member of the Framework regarding proposals for performing the required Services and to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations.

(c) In circumstances where any Services required by the Contracting Authority under this Agreement comprise (a) the repetition of similar Services (i.e. that is services relating to the same project) previously performed for the Contracting Authority by a member of the Framework, or (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised or provided Services, the Contracting Authority reserves the right to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations such as the need to ensure continuity of the services and affordability.

(d) The Contracting Authority reserves the right to directly award Services to any member of the Framework, within the relevant lot, if it considers it necessary to do so in respect of particular matters, having regard to timing, availability and expertise of resources, conflicts of interest and such other criteria as it considers relevant to such matters.

(e) The Contracting Authority may, from time to time, obtain specific specialist services, up to a value of €25,000, that are covered by this Framework directly from one of the firms admitted to the framework agreement in accordance with Recital 61 of Directive 2014/24/EU.

(f) Within each separate Lot there will also be an allowance for a cascading (rotational) framework for work up to a value of €50,000. This work may include but is not limited to due diligence, feasibility studies, site assessment, block planning for site evaluation purposes etc. This will be a five party rotational arrangement with all framework members with the first appointment to go to the top ranked member, second appointment to the second placed and so on to the fifth ranked. Candidates on the panel who are consistently unable to undertake the works or fail on the pre-set KPI targets may be removed from the panel.

(g) The Contracting Authority reserves the right to amalgamate sites to form a single project for mini-tender competition where efficiencies can be gained and this is deemed advantageous to the LDA, for example, due to scope, programme, location etc.

4.5 Review of Performance

To ensure services are provided to a continuously high standard by the framework members, bi-annual performance reviews will be carried out with each framework member. The main criteria for measuring performance will be as listed below and as

detailed in the Framework Agreement. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

- Understanding of Client brief
- Design process and quality
- Communication and responsiveness
- Agreed programme delivery
- Budget and risk management
- Fee competitiveness and completeness
- Innovation & Sustainability

4.6 Account Management

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member[s] and delegate as required.

4.7 Details of Contracts Arising Over Life of Framework Agreement

In addition to the initial contract, the framework agreement may also be used for the other projects under LDA's remit and any other projects that may be assigned to LDA over the duration of the Framework.

The anticipated projects include;

Pipeline Site	Projected Units
Dyke Road	250
Kilbarry, Cork	3,000
Bricins / Arbour Hill	400
Site 1, Cork Docks	600
Site 2, Cork Docks	400
East Wall, Dublin Port	200
Sandy Road	500
Cherryorchard	1,000
Dublin 8	750
Leinster Region, location undisclosed.	1,500
Leinster Region, location undisclosed.	800
Munster Region, location undisclosed.	200
Leinster Region, location undisclosed.	180
Leinster Region, location undisclosed.	500
Leinster Region, location undisclosed.	2,500
Total	12,780

It should be noted that there is no guarantee that the projects as listed above will proceed, and the LDA reserve the right to add or amend the list as appropriate depending the projects assigned to it.

4.8 Right to Tender outside of the Framework

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

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework agreement (Appendix 4) and the Contracting Authority's Terms and Conditions for all Contracts (Appendix 5).

4.9 Award to Runner Up for the conclusion of the Framework

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

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the

Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.10 Replacement Personnel:

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

4.11 Award of Project Management Contracts and Design Team Contracts to same Economic Operator

It is anticipated that the Contracting Authority will separately procure Project Management Services, Assigned Certifier and Property Advisory Services to act on their behalf.

For avoidance of doubt, companies may be appointed to both Frameworks, but where a successful tenderer is appointed as Design Team to a specific project, no member of their team will be permitted to be appointed as Project Manager to that project.

5. Specification of Requirements for Initial Contract under the Framework

The Framework agreement will be established on foot of a competition for an initial contract for Cherry Orchard.

The Initial Contract will be awarded to the top scoring tenderer shortly after the formal establishment of the framework agreement.

5.1 The Team

The Architect Led Design Team will comprise

- (a) Architectural Services (incl. design team lead, fire safety design services, disability access design services, employer's representative for the Works Contract, design certifier and assigned certifier services as defined under the Building Control (Amendment) Regulations 2014).
- (b) Civil & Structural Engineering Services,
- (c) Mechanical and Electrical Engineering Services

- (d) Quantity Surveying Services,
- (e) Landscape Architectural Services,
- (f) Project Supervisor for the Design and Construction Process,
- (h) Planning & Environmental Consultant,
- (i) Traffic Management Services,
- (k) Other ancillary design and consultancy services as required

The architectural services consultant will be the design team lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority

5.2 Detailed Specification of Requirements

The Design Team will provide a comprehensive range of services, including but not limited to: feasibility studies, master-planning services, new build residential projects delivered through traditional contracts, new build residential projects delivered via design & build contracts, area regeneration projects, residential retrofit/refurbishment projects, conservation projects & works to protected structures, small works, public realm and precinct improvements, public buildings etc.

5.3 The Project – Cherry Orchard, Dublin

See Appendix 7 Outline Brief Cherry Orchard.

5 Award Criteria

Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The **framework/contract** will be awarded on the basis of the economically most advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost to the Contracting Authority over the life of the contract	30%	3000	n/a
<p><i>Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender (Appendix 2) and providing a breakdown of their costs (Appendix 9 Pricing & Resource Breakdown excel sheet)</i></p> <p><i>The Ultimate Cost will be determined as follows</i></p> <ul style="list-style-type: none"> <i>a) LDA will apply the tenderers tendered hourly rates to the notional hours, leading to a notional figure for time charges;</i> <i>b) LDA will apply the tenderers tendered percentage fee rates to the notional construction cost values, leading to a notional lump sum fee for percentage fee charges;</i> <i>c) The lump sum fee for services (properly tendered) will be added to the above</i> <i>d) The total figure obtained from a) and b) and c) above will be the overall notional ultimate cost for the purpose of assessment.</i> 				
B	Resourcing of the Project / Technical Merit of the Team	30%	3000	1500
<p><i>Tenderers are required to submit details of the personnel proposed for the delivery of each stage of the contract (i.e. 1a. feasibility, 1b. preliminary design and planning, 2. detailed design, 3. tender action, evaluation and award, 4. construction, and 5. handover), together with their proposed overall project time allocations.</i></p> <p><i>Tenderers shall include the following:</i></p> <ul style="list-style-type: none"> <i>• Project Team Organisation Chart identifying consultants / sub-consultants making up the team and the key personnel.</i> <i>• CVs of the Key Team Members proposed for delivery of each stage of the contract, including the nominated Account Manager (as set out in Section 4.6), to include information with dates regarding expertise and experience. Note for projects referenced in CV's, indicate what stage of the project the person was involved in and their role/responsibilities. Maximum of 2 x A4 page per person.</i> <i>• A narrative identifying for the following disciplines (<u>only</u>):</i> <ul style="list-style-type: none"> <i>○ Masterplanning and Architectural Design (excluding Design Certifier, Assigned Certifier, DAC, Fire, PSDP services),</i> <i>○ Civil & Structural Engineering,</i> <i>○ Mechanical and Electrical Engineering</i> 				

- Quantity Surveying
- Planning Consultant
- Sustainability Specialist

*the key personnel proposed for delivery of the project, including their responsibilities, relevant previous experience and the benefits that each of the personnel will bring to ensuring the successful delivery of the project. **Maximum of 5 x A4 page.***

Resourcing proposals will be assessed in respect of the quality and balance of resourcing offered.

Information included in the breakdown of Tender Sum in the Pricing & Resource Breakdown submitted with the Tender will form part of the assessment of this criterion.

Tenderers are required to complete Appendix 3 indicating the personnel proposed for the Project.

B	Execution Methodology	20%	2000	1000
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*Tenderers are required to submit their project-specific proposal for the effective delivery of the Project, management of the design team and liaison with stakeholders. **Maximum of 8 x A4 page.***

- *Tenderers must submit their proposed project-specific multidisciplinary approach and methodology for the delivery of each of the services required under the Contract to ensure the delivery of a timely and efficient service, clearly addressing each of the disciplines / roles set out in the service requirements.*
- *Tenderer must outline how they propose to ensure adherence to programme, budget, design brief and quality parameters as agreed with the Contracting Authority.*
- *Tenderers must outline (in narrative format as opposed to a Risk Register) their perceived key project-specific risks and proposed mitigation measures.*

C	Sustainable Design	10%	1000	500
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*Tenderers are required to demonstrate their project-specific approach to sustainable design with reference to the sustainable urban design brief contained in Appendix 7 Outline Brief Cherry Orchard. Tenderers are asked to submit a **Maximum of 6 x A4 pages** of text, diagrams & illustrations as appropriate in addition to a **Maximum of 2 x A3 Sheets (landscape format)** containing site specific sketches, images and other visual material as appropriate to illustrate the sustainable design concepts which will underpin their design approach.*

D	Cost Efficient Design	10%	1000	500
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*Tenderers are required to outline their project-specific proposed approach for ensuring cost efficient design and delivery solutions are brought to the fore. **Maximum of 4 x A4 page.** (In addition, tenderers can, if they so wish, include drawings or sketches as appendices (maximum 2 x A3 page)).*

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B) to (E) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

NOTE 2: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	3000*
Formula employed	$\frac{3000* \times A}{B}$

- NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.
- NOTE 4: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.
- NOTE 5: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.
- NOTE 6: If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the tender Postbox facility and tenders must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response. All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders must be completed in English. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed with the exception of graphics which should be in a separate file.**

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the tender closing date/time. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process.

The closing date for tenders is **Friday 06th August 2021 at 17:00hrs**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. **Tenders that are received late or via other means WILL NOT be considered in this public procurement competition**

(b) Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie The closing date for receipt of queries is **Thursday 29th July 2021 at 12:00hrs**

Responses to queries will be circulated to all Tenderers through www.etenders.gov.ie in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be

clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

(c) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(d) Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

(e) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(f) Extension of Tender Period

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

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out in Appendix 2 to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

(i) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(j) Clarification of Tenders

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

(k) Correction of Errors

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

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

(l) Tender Validity Period

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

(m) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(n) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(o) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(p) Freedom of Information Acts

All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

(q) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax

Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement / contract.

(r) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

(s) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them.

The contract[s] awarded on foot of this tender process will be governed by Irish law.

(t) Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

(u) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(v) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

- When establishing frameworks with or without an initial contract

- a) Appointment to Framework and Letter of Intent (initial contract)
- b) Letter of Regret

In the case of EU value contracts, the following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of the winning tender. The Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

(w) Award Notices

Following the award of contract, award notices will be published on a quarterly basis in www.etenders.gov.ie for all national contracts exceeding €25k in value. This notice will state the name(s) of the successful tenderers.

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of contract. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

(x) Policy on Personal Debriefings

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

(y) Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(z) Copyright

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

(aa) Brand Names, etc.

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

(bb) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer. Payments for services provided to the Contracting Authority will only be issued once Contract Terms and Conditions have been executed.

(cc) Right Not to Award

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

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

(dd) Environmental Aspects

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

(ee) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(ff) Knowledge and Skills Transfer

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

(gg) Collusive Tendering

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

(hh) Change in the Composition of a Tender

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

(ii) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(jj) Anti-Competitive Conduct

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

(kk) Data Protection

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

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

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

(II) Publicity

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

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

APPENDIX 2 – FORM OF TENDER

THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.

Failure to sign this Form of Tender will invalidate the offer.

To:	The Contracting Authority
From:	
Re:	Architect-Led Design Team Framework

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Invitation to Tender Document and the attached Detailed Breakdown of Charges and Expenses.

Total Fee	Total Fee proposed (Excluding VAT)	Total Fee proposed (Including VAT)
1.1 Fixed Lump Sum Fee (Stage 1)	€	€
1.2 Fixed Lump Sum Fee (Stages 2-5)	€	€
2.1 Percentage Fees (Lower Density)	€	€
2.2 Percentage Fees (Higher Density)	€	€
3.0 Additional Notional Hours	€	€
Ultimate Total Cost	€	€

1.1 Fixed Lump Sum Fee:

1.1 Fixed Lump Sum Fee	Total Fee proposed (Excluding VAT)		Total Fee proposed (Including VAT)	
Proposed Total Fee for delivery of the Initial Planning Application (area highlighted red on site plan), to include masterplan for overall lands, key enabling infrastructure and an EIAR. Stage 1. <i>(To include all expenses).</i>	€		€	
Pricing & Resource Breakdown is attached:	YES		NO	

1.2 Fixed Lump Sum Fee:

1.2 Fixed Lump Sum Fee	Total Fee proposed (Excluding VAT)		Total Fee proposed (Including VAT)	
Stage 2 Detailed Design Stage	€		€	
Stage 3 Tender Action, Evaluation and Award	€		€	
Stage 4 Construction Stage	€		€	
Stage 5 Handover Period	€		€	
Proposed Total Fee for delivery of the Post Grant of Planning through to Construction & Handover <u>of a portion of the Initial Planning Application</u> including all key enabling infrastructure. Stages 2-5. <i>(To include all expenses).</i>	€		€	
Pricing & Resource Breakdown is attached:	YES		NO	

2. Tendered Percentage Fees:

Percentage Fee* relating to the following:		Percentage Fee*	Notional Construction Cost	Notional Lump Sum Fee (Excluding VAT)
2.1	<p>Project implementation of a lower density (0-4 storey) residential development scheme (No. of Units to be determined) on a traditional contract basis (i.e. Employer designed, with the Architect acting as Employers Representative) – feasibility and planning, detailed design and statutory approvals, tender action, evaluation and award, construction, handover & defects period – Project Stages 1-5 of the Scope of Services.</p> <p>Assume a Construction Cost of circa €35m with indicative programme duration of circa 6 months Stage 1 and circa 30 months Stage 2 - 5 (excl. Defects period)</p>	%	€35,000,000	€
2.2	<p>Project implementation of a higher density (5-8 storey, with element of 9-10 storey and ground floor non-residential) residential development scheme (No. of Units to be determined) on a traditional contract basis (i.e. Employer designed, with the Architect acting as Employers Representative) – feasibility and planning, detailed design and statutory approvals, tender action, evaluation and award, construction, handover & defects period – Project Stages 1-5 of the Scope of Services.</p> <p>Assume a Construction Cost of circa €60m with indicative programme duration of circa 9 months Stage 1 and circa 36 months Stage 2 - 5 (excl. Defects period)</p>	%	€60,000,000	€
Notional Lump Sum Fee (sum of the two items above):				€
<p>* Note: Where fees are tendered as a percentage calculation, and provision of these services is to proceed, it will be the intention to convert the percentage to a lump sum fixed fee at an agreed appropriate stage but no later than Client sign off on the detailed cost plan for the project or phase thereof. The basis for a fee percentage shall be the agreed estimated Construction Cost (Ex. VAT) for the works.</p>				

The construction costs above are notional and provide no guarantee of work to be awarded under this framework agreement.

3. Additional Notional Hours:

Role	Hourly Rate (Eur)	No. of Hours	Total (Excluding VAT)
Architectural Services			
Principal Architect		200	€
Masterplanning Architect / Urban Designer		200	€
Senior Architect		200	€
Associate Architect		200	€
Assistant Architect		200	€
Civil & Structural Engineering			
Principal Civil & Structural Engineer		200	€
Senior Civil & Structural Engineer		200	€
Associate Civil & Structural Engineer		200	€
Assistant Civil & Structural Engineer		200	€
Mechanical & Electrical Engineering			
Principal Mechanical & Electrical Engineer		200	€
Senior Mechanical & Electrical Engineer		200	€
Assistant Mechanical & Electrical Engineer		200	€
Quantity Surveying			
Senior Quantity Surveyor		200	€
Junior Quantity Surveyor		200	€
Landscape Architect			
Senior Landscape Architect		200	€
Associate Landscape Architect		200	€
PSCS/PSDP			
PSDP		200	
Planning & Environment			
Senior Planning Consultant		200	€
Senior Environmental/Sustainability Consultant		200	€
Traffic Management			
Senior Traffic Management Consultant		200	€
Total		4,000	

The hours set out above are notional and provide no guarantee of work to be awarded under this framework agreement. They are being used purely to enable assessment of the notional cost for the framework agreement.

I/We confirm that I/we

- In relation to daily/hourly fees all rates are inclusive of out of pocket (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs.
- Will keep this offer for the contract / framework open for acceptance by you for a period of 12 months from the date of deadline for submission of Tenders,
- Agree that you are not bound to accept the most economically advantageous or any Tender you may receive,
- Agree that the rates stated are maximum prices for the duration of the framework agreement,
- Have read and thoroughly examined the Tender Document,
- Fully understand the Tender Document and the Client's requirements,
- Undertake to treat the details of this Invitation to Tender, its Tender and any subsequent negotiations as private and confidential,
- Acknowledge that acceptance by the Contracting Authority of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the framework agreement has been established between the Contracting Authority and the Tenderer,
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the services required under the framework agreement,
- Have included all elements necessary for the performance of the specified services, which are either expressly stated in the Tender Document or contained in any supplementary information or which could reasonably be inferred therefrom,
- Have found no errors, omissions, conflicts or ambiguities in the Tender Document except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries,
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of Tenders,
- Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age etc.,

Signed:			
Name (in Capital Letters):			
On behalf of:			
Address:			
Telephone:		Fax:	
Email:		Date:	

APPENDIX 3 – RESOURCE ALLOCATION SCHEDULE

[Tenderers are permitted to add lines for additional project personnel]

Name of Tenderer:		
Role	Personnel Involved (please name)	CV's attached
Nominated Account Manager		
Architectural Services		
Principal Architect		
Senior Architect		
Associate Architect		
Assistance Architect		
Design Certifier		
Assigned Certifier		
Civil & Structural Engineering		
Principal Civil & Structural Engineer		
Senior Civil & Structural Engineer		
Associate Civil & Structural Engineer		
Assistant Civil & Structural Engineer		
Mechanical & Electrical Engineering		
Principal Mechanical & Electrical Engineer		
Senior Mechanical & Electrical Engineer		
Assistant Mechanical & Electrical Engineer		
Quantity Surveying		
Senior Quantity Surveyor		
Junior Quantity Surveyor		
Landscape Architect		
Senior Landscape Architect		
Associate Landscape Architect		
PSCS/PSDP		
PSDP		
Planning & Environment		
Senior Planning Consultant		
Senior Environmental/Sustainability Consultant		

Traffic Management		
Senior Traffic Management Consultant		

Tenderers must guarantee that the above personnel shall be fully available or that any proposed change to the above allocation will be agreed in writing with the Contracting Authority. Where a given staff member is not able to do the work indicated, the tenderer must provide a substitute of similar qualifications and experience who is acceptable to the Contracting Authority

APPENDIX 4 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

APPENDIX 5 – THE CONTRACTING AUTHORITY TERMS AND CONDITIONS

Refer to attached folder containing the following;

- 1) Lead Consultant Appointment including
 - a. Appointment of Assigned Certifier
 - b. PSDP Appointment
 - c. Subconsultant Appointment
- 2) Early stage short form Appointment.

For clarity – the short form agreement will only be used for master planning/ early stage use. Each mini-competition tender issue will indicate which of the T&Cs noted above will be applicable for that specific competition. Tenderers will have to confirm acceptance of both T&Cs to be placed onto the framework.

APPENDIX 6 – DATA PROTECTION AGREEMENT

To be signed and returned as part of the tender submission

APPENDIX 7 – OUTLINE BRIEF, CHERRY ORCHARD

APPENDIX 8 – DETAILED SCOPE OF SERVICES

APPENDIX 9 – PRICING AND RESOURCE BREAKDOWN



APPENDIX 10 – SCHEDULE OF INSURANCES & SERVICE INSURANCE QUESTIONNAIRE

To be signed and returned as part of the tender submission

APPENDIX 11 – KEY PERFORMANCE INDICATORS

To be issued as a tender addendum

INVITATION TO TENDER

Establishment of a multi-party framework agreement for	Architect Led Design Team Services
Procedure	Restricted
eTenders RFT ID	196458
OJEU REF	
Issue Date	11th August 2021
Closing Date for Queries	2nd September 2021 at 12:00hrs
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Tenders	9th September 2021 at 17:00hrs
<p><i>Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Responses to queries will be circulated to all Tenderers by email. The identity of the person making a query will not be disclosed when circulating the response. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i></p>	

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

2. Summary

Contracting Authority	Land Development Agency
Nature of Procurement	<i>Architect Led Design Team</i>
Type	Services
Procedure	The Contracting Authority is utilising the EU Restricted procedure of European Council Directive 2014/24/EU
Stage in procedure	This is the second stage of this competitive procedure whereby parties who have been deemed qualified on foot of their Expression of Interest may submit a Tender.
Award Criteria	As contained in Section 5 of this Document.

3. About the Contracting Authority

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Coordinate appropriate State lands for regeneration and development, opening key sites for housing delivery.
- Driving strategic land assembly, working with both public and private sector land owners.
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA is underpinned by grounding legislation and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

3.1 The Projects

The LDA are exploring a number of projects at the following sites:

Pipeline Site	Projected Units
Dyke Road	250
Kilbarry, Cork	3,000
Bricins / Arbour Hill	400
Site 1, Cork Docks	600
Site 2, Cork Docks	400
East Wall, Dublin Port	200
Sandy Road	500
Cherry Orchard	1,000
Dublin 8	750
Leinster Region, location undisclosed.	1,500
Leinster Region, location undisclosed.	800
Munster Region, location undisclosed.	200
Leinster Region, location undisclosed.	180
Leinster Region, location undisclosed.	500
Leinster Region, location undisclosed.	2,500
Total	12,780

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list throughout the duration of the Framework Agreement.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a *multi-party* framework agreement for Architect Led Design Team Services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework

The framework will be delivered in two lots:

- Lot 1 – Architect-led design team framework for a development of projects exceeding 300 units of accommodation (or development equivalent).
- Lot 2 – Architect-led design team framework for a development of projects 300 units of accommodation and less (or development equivalent).

The Architect Led Design Team will comprise

- a) Architectural Services (incl. Design Team Leader, conservation, masterplan & urban design, fire safety design services, disability access design services, employer's representative for the Works Contract and design certifier as defined under the Building Control (Amendment) Regulations 2014).
- b) Civil & Structural Engineering Services
- c) Quantity Surveying Services
- d) Mechanical, Electrical & ICT Engineering Services
- e) Landscape Architectural Services
- f) Project Supervisor for the Design and Construction Process
- g) Planning & Environmental Consultant
- h) Traffic Management Services
- i) Archaeological Services
- j) Assigned Certifier Services (does not form part of the Cromcastle scope of service)
- k) Other ancillary design and consultancy services as required

The architectural services consultant will be the design team lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with five (5) tenderers selected per lot following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

4.2 Duration of the Framework Agreement

The maximum duration of the framework agreement will be three [3] years subject to satisfactory annual review of performance. This may be extended for one [1] additional year.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement for:

- Lot 1 is in the region of €50m (ex. VAT) over the lifetime of the agreement.
- Lot 2 is in the region of €25m (ex VAT) over the lifetime of the agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

Individual contracts may be awarded as follows:

(a) A mini-tender competition will be conducted with all firms admitted to the framework agreement for the relevant lot, depending on project size. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time. As previously noted, firms can only be admitted to one lot of the framework and will only be invited to tender for projects within that lot.

(b) In circumstances where a mini tender competition is run between the members of the Framework as described above, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, the Contracting Authority reserves the right to consult any member of the Framework regarding proposals for performing the required Services and to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations.

(c) In circumstances where any Services required by the Contracting Authority under this Agreement comprise (a) the repetition of similar Services (i.e. that is services relating to the same project) previously performed for the Contracting Authority by a member of the Framework, or (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised

or provided Services, the Contracting Authority reserves the right to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations such as the need to ensure continuity of the services and affordability.

(d) The Contracting Authority reserves the right to directly award Services to any member of the Framework, within the relevant lot, if it considers it necessary to do so in respect of particular matters, having regard to timing, availability and expertise of resources, conflicts of interest and such other criteria as it considers relevant to such matters.

(e) The Contracting Authority may, from time to time, obtain specific specialist services, up to a value of €25,000, that are covered by this Framework directly from one of the firms admitted to the framework agreement in accordance with Recital 61 of Directive 2014/24/EU.

(f) Within each separate Lot there will also be an allowance for a cascading (rotational) framework for work up to a value of €50,000. This work may include but is not limited to due diligence, feasibility studies, site assessment, block planning for site evaluation purposes etc. This will be a five party rotational arrangement with all framework members with the first appointment to go to the top ranked member, second appointment to the second placed and so on to the fifth ranked. Candidates on the panel who are consistently unable to undertake the works or fail on the pre-set KPI targets may be removed from the panel.

(g) The Contracting Authority reserves the right to amalgamate sites to form a single project for mini-tender competition where efficiencies can be gained and this is deemed advantageous to the LDA, for example, due to scope, programme, location etc.

4.5 Review of Performance

To ensure services are provided to a continuously high standard by the framework members, bi-annual performance reviews will be carried out with each framework member. The main criteria for measuring performance will be as listed below and as detailed in the Framework Agreement. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

- Understanding of Client brief
- Design process and quality
- Communication and responsiveness
- Agreed programme delivery
- Budget and risk management
- Fee competitiveness and completeness
- Innovation & Sustainability

4.6 Account Management

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract.

This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member[s] and delegate as required.

4.7 Details of Contracts Arising Over Life of Framework Agreement

In addition to the initial contract, the framework agreement may also be used for the other projects under LDA's remit and any other projects that may be assigned to LDA over the duration of the Framework.

The anticipated projects include;

Pipeline Site	Projected Units
Dyke Road	250
Kilbarry, Cork	3,000
Bricins / Arbour Hill	400
Site 1, Cork Docks	600
Site 2, Cork Docks	400
East Wall, Dublin Port	200
Sandy Road	500
Cherry Orchard	1,000
Dublin 8	750
Leinster Region, location undisclosed.	1,500
Leinster Region, location undisclosed.	800
Munster Region, location undisclosed.	200
Leinster Region, location undisclosed.	180
Leinster Region, location undisclosed.	500
Leinster Region, location undisclosed.	2,500
Total	12,780

It should be noted that there is no guarantee that the projects as listed above will proceed, and the LDA reserve the right to add or amend the list as appropriate depending the projects assigned to it.

4.8 Right to Tender outside of the Framework

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

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework agreement (Appendix 4) and the Contracting Authority's Terms and Conditions for all Contracts (Appendix 5).

4.9 Award to Runner Up for the conclusion of the Framework

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

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.10 Replacement Personnel:

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

4.11 Award of Project Management Contracts and Design Team Contracts to same Economic Operator

It is anticipated that the Contracting Authority will separately procure Project Management Services, Assigned Certifier and Property Advisory Services to act on their behalf.

For avoidance of doubt, companies may be appointed to both Frameworks, but where a successful tenderer is appointed as Design Team to a specific project, no member of their team will be permitted to be appointed as Project Manager to that project.

5. Specification of Requirements for Initial Contract under the Framework

The Framework agreement will be established on foot of a competition for an initial contract for Cromcastle.

The Initial Contract will be awarded to the top scoring tenderer shortly after the formal establishment of the framework agreement.

5.1 The Team

The Architect Led Design Team will comprise

- a) Architectural Services (incl. design team lead, fire safety design services, disability access design services, Employer's Representative for the Works Contract design certifier and assigned certifier services as defined under the Building Control (Amendment) Regulations 2014. (Assigned Certifier Services does not form part the Cromcastle scope of service)
- b) Civil & Structural Engineering Services,
- c) Mechanical and Electrical Engineering Services
- d) Quantity Surveying Services,
- e) Landscape Architectural Services,
- f) Project Supervisor for the Design and Construction Process,
- g) Planning & Environmental Consultant,
- h) Traffic Management Services,
- i) Other ancillary design and consultancy services as required

The architectural services consultant will be the design team lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority

5.2 Detailed Specification of Requirements

The Design Team will provide a comprehensive range of services, including but not limited to: feasibility studies, master-planning services, new build residential projects delivered through traditional contracts, new build residential projects delivered via design & build contracts, area regeneration projects, residential retrofit/refurbishment projects, conservation projects & works to protected structures, small works, public realm and precinct improvements, public buildings etc.

5.3 The Project – Cromcastle, Dublin

See Appendix 7 Outline Brief Cromcastle.

5 Award Criteria

Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The **framework/contract** will be awarded on the basis of the economically most advantageous compliant tender taking into account the following award criteria and weightings.

Please ensure to restrict submissions to the page limits specified as information submitted which exceeds the limits specified for each section will not be reviewed.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost to the Contracting Authority over the life of the contract	30%	3000	n/a
<p><i>Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender (Appendix 2) and providing a breakdown of their costs (Appendix 9 Pricing & Resource Breakdown excel sheet)</i></p> <p><i>The Ultimate Cost will be determined as follows</i></p> <ol style="list-style-type: none"> <i>Tenderers to apply hourly rates to the notional hours outlined in Appendix 9, leading to a notional figure for time charges;</i> <i>The lump sum fee for services (properly tendered) will be added to the above</i> <i>The total figure obtained from a) + b) will be the overall notional ultimate cost for the purpose of assessment.</i> 				
B	Resourcing of the Project / Technical Merit of the Team	30%	3000	1500
<p><i>Tenderers are required to submit details of the personnel proposed for the delivery of each stage of the contract (i.e. 1a. feasibility, 1b. preliminary design and planning, 2. detailed design, 3. tender action, evaluation and award, 4. construction, and 5. handover), together with their proposed overall project time allocations.</i></p> <p><i>Tenderers shall include the following:</i></p> <ul style="list-style-type: none"> <i>Project Team Organisation Chart identifying consultants / sub-consultants making up the team and the key personnel.</i> <i>CVs of the Key Team Members proposed for delivery of each stage of the contract, including the nominated Account Manager (as set out in Section 4.6), to include information with dates regarding expertise and experience. Note for projects referenced in CV's, indicate what stage of the project the person was involved in and their role/responsibilities. Maximum of 2 x A4 page per person.</i> <i>A narrative for the following disciplines (only):</i> <ul style="list-style-type: none"> <i>Masterplanning and Architectural Design (excluding Design Certifier, Assigned Certifier, DAC, Fire, PSDP services),</i> <i>Civil & Structural Engineering,</i> <i>Mechanical and Electrical Engineering</i> 				

- Quantity Surveying
- Planning Consultant
- Sustainability Specialist

Identifying the key personnel proposed for delivery of the project, including their responsibilities, relevant previous experience and the benefits that each of the personnel will bring to ensuring the successful delivery of the project. **Maximum of 5 x A4 pages.**

Resourcing proposals will be assessed in respect of the quality and balance of resourcing offered.

Information included in the breakdown of Tender Sum in the Pricing & Resource Breakdown submitted with the Tender will form part of the assessment of this criterion.

Tenderers are required to complete Appendix 3 indicating the personnel proposed for the Project.

C	Execution Methodology	20%	2000	1000
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Tenderers are required to submit their project-specific proposal for the effective delivery of the Project, management of the design team and liaison with stakeholders. **Maximum of 6 x A4 page.**

- Tenderers must submit their proposed project-specific multidisciplinary approach and methodology for the delivery of each of the services required under the Contract to ensure the delivery of a timely and efficient service, clearly addressing each of the disciplines / roles set out in the service requirements.
- Tenderer must outline how they propose to ensure adherence to programme, budget, design brief and quality parameters as agreed with the Contracting Authority.
- Tenderers must outline (in narrative format as opposed to a Risk Register) their perceived key project-specific risks and proposed mitigation measures.

D	Sustainable Design	10%	1000	500
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Tenderers are required to demonstrate their project-specific approach to sustainable design with reference to the sustainable urban design brief contained in Appendix 7 Outline Brief Cromcastle. Tenderers are asked to submit a **Maximum of 4 x A4 pages** of text, diagrams & illustrations as appropriate in addition to a **Maximum of 2 x A3 Sheets (landscape format)** containing site specific sketches, images and other visual material as appropriate to illustrate the sustainable design concepts which will underpin their design approach.

E	Cost Efficient Design	10%	1000	500
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Tenderers are required to outline their project-specific proposed approach for ensuring cost efficient design and delivery solutions are brought to the fore highlighting the key building design metrics to be targeted. **Maximum of 4 x A4 page.** (In addition, tenderers can, if they so wish, include drawings or sketches as appendices (maximum 2 x A3 page)).

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B) to (E) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

NOTE 2: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	3000*
Formula employed	$\frac{3000^* \times A}{B}$

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

- NOTE 4: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.
- NOTE 5: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.
- NOTE 6: If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the tender Postbox facility and tenders must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response. All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders must be completed in English. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed with the exception of graphics which should be in a separate file.**

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the tender closing date/time. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process.

The closing date for tenders is **9th September 2021 at 17:00hrs**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. **Tenders that are received late or via other means WILL NOT be considered in this public procurement competition**

(b) Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie The closing date for receipt of queries is **2nd September 2021 at 12:00hrs**

Responses to queries will be circulated to all Tenderers through www.etenders.gov.ie in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

(c) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(d) Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

(e) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(f) Extension of Tender Period

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

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out in Appendix 2 to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

(i) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for

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

(j) Clarification of Tenders

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

(k) Correction of Errors

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

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

(l) Tender Validity Period

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

(m) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(n) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(o) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information

becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(p) Freedom of Information Acts

All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

(q) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement / contract.

(r) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International

Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

(s) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them.

The contract[s] awarded on foot of this tender process will be governed by Irish law.

(t) Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

(u) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(v) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

- When establishing frameworks with or without an initial contract
 - a) Appointment to Framework and Letter of Intent (initial contract)
 - b) Letter of Regret

In the case of EU value contracts, the following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of the winning tender. The Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

(w) Award Notices

Following the award of contract, award notices will be published on a quarterly basis in www.etenders.gov.ie for all national contracts exceeding €25k in value. This notice will state the name(s) of the successful tenderers.

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of contract. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the

range of prices of tenders received in the publication of the award notice as required under European procurement rules.

(x) Policy on Personal Debriefings

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

(y) Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(z) Copyright

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

(aa) Brand Names, etc.

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

(bb) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer. Payments for services provided to the Contracting Authority will only be issued once Contract Terms and Conditions have been executed.

(cc) Right Not to Award

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

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

(dd) Environmental Aspects

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

(ee) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(ff) Knowledge and Skills Transfer

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

(gg) Collusive Tendering

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

(hh) Change in the Composition of a Tender

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

(ii) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence

from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(jj) Anti-Competitive Conduct

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

(kk) Data Protection

Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

(ll) Publicity

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

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

APPENDIX 2 – FORM OF TENDER

APPENDIX 3 – RESOURCE ALLOCATION SCHEDULE

APPENDIX 4 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

APPENDIX 5 – THE CONTRACTING AUTHORITY TERMS AND CONDITIONS

Refer to attached folder containing the following;

- 1) Lead Consultant Appointment including
 - a. Appointment of Assigned Certifier
 - b. PSDP Appointment
 - c. Subconsultant Appointment
- 2) Early stage short form Appointment.

For clarity – the short form agreement will only be used for master planning/ early stage use, the Short Form agreement is not applicable for Cromcastle. Each mini-competition tender issue will indicate which of the T&Cs noted above will be applicable for that specific competition. Tenderers will have to confirm acceptance of both T&Cs to be placed onto the framework.

APPENDIX 6 – DATA PROTECTION AGREEMENT

To be signed and returned as part of the tender submission

APPENDIX 7 – OUTLINE BRIEF, CROMCASTLE

APPENDIX 8 – FRAMEWORK SCOPE OF SERVICES

APPENDIX 9 – PRICING AND RESOURCE BREAKDOWN



APPENDIX 10 – SCHEDULE OF INSURANCES & SERVICE INSURANCE QUESTIONNAIRE

To be signed and returned as part of the tender submission

APPENDIX 11 – KEY PERFORMANCE INDICATORS

INVITATION TO TENDER

Establishment of a multi-party framework agreement for	Planning Services - Lot 1 Strategic Planning Services including, Master planning, Urban Design & Ancillary Services
Procedure	Restricted
eTenders RFT ID	194077
OJEU REF	<u>2021/S 132-351315</u>
Issue Date	23rd November 2021
Closing Date for Queries	8th December 2021 at 12.00 noon (Irish time)
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Completed Tenders	20th December 2021 at 12.00 noon (Irish time)

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

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

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

2. Summary

Contracting Authority	Land Development Agency
Nature of Procurement	Multi Party Framework Agreement for Planning Services - Lot 1 - Strategic Planning Services including, Master planning, Urban Design & Ancillary Services
Type	Services
Procedure	The Contracting Authority is utilising the EU Restricted procedure of European Council Directive 2014/24/EU
Stage in procedure	This is the second stage of this competitive procedure whereby parties who have been deemed qualified on foot of their Expression of Interest may submit a Tender.
Award Criteria	As contained in Appendix A to this Document.

3. About the Contracting Authority

The Land Development Agency (LDA), established in September 2018, is a key Government land management initiative.

Its objectives are to:

- Identify and coordinate appropriate State lands for regeneration and development, opening up key sites for housing delivery;
- Driving strategic land assembly, working with both public and private sector land owners;
- Contributing towards the delivery of affordable housing; and
- Become a leading influencer of housing and land management, through research and innovation.

The LDA will be underpinned by grounding legislation and is overseen by an independent board of directors. The Government has committed to providing the LDA with equity capital of up to €1.25 billion.

3.1 The Projects

The LDA are exploring a number of projects at the following sites:

- Skerries
- Balbriggan
- Naas
- Cork
- Dundrum
- Sandy Road, Galway
- Colbert Quarter, Limerick
- Cork Docklands

It should be noted that this list is not exhaustive, and the LDA reserve the right to add or remove projects from this list throughout the duration of the Framework Agreement.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a *multi-party* framework agreement for the provision of masterplanning, planning and supporting services.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded.

In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with the tenderer(s) selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

The framework agreement will be established as a multi-party framework agreement comprising [5] operators, subject to that number meeting the minimum criteria and rules.

4.2 Duration of the Framework Agreement

The maximum duration of the framework agreement will be [3] years subject to satisfactory annual review of performance. This may be extended for (1) additional year.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated maximum spend pursuant to the framework agreement is in the region of €15,000,000 (ex. VAT) over the lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

4.4 Awarding Contracts under the Framework Agreement

Multi-Party Framework

(a) A mini-tender competition will be conducted with all firms admitted to the framework agreement. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

(b) In circumstances where a mini tender competition is run between the members of the Framework, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, the Contracting Authority reserves the right to consult any member of the Framework regarding proposals for performing the required Services and to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations.

(c) In circumstances where any Services required by the Contracting Authority under this Agreement comprise (a) the repetition of similar Services (i.e. that is services relating to the same project) previously performed for the Contracting Authority by a member of the Framework, or (b) an amendment or termination of arrangements in respect of which a member of the Framework previously advised or provided Services, the Contracting Authority reserves the right to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations such as the need to ensure continuity of the services and affordability.

(d) The Contracting Authority reserves the right to directly award Services to any member of the Framework, if it considers it necessary to do so in respect of particular matters, having regard to timing, availability and expertise of resources, conflicts of interest and such other criteria as it considers relevant to such matters.

(e) The Contracting Authority may, from time to time, obtain specific specialist services, up to a value of €25,000, that are covered by this Framework directly from one of the firms admitted to the framework agreement in accordance with Recital 61 of Directive 2014/24/EU.

(f) The Contracting Authority reserves the right to amalgamate sites to form a single project for mini-tender competition where efficiencies can be gained and this is deemed advantageous to the LDA, for example, due to scope, programme, location etc.

4.5 Review of Performance

Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

The precise KPIs for performance monitoring and a Service Level Agreement (SLA) will be agreed with the framework member(s). It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

Please note that the Contracting Authority will agree the final content of the SLA with the successful tenderer.

4.6 Account Management

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member[s] and delegate as required.

4.7. Specification of Requirements for Initial Contract under the Framework

The initial contract for a multi-disciplinary team for preparation of Report on Relevant State Lands will be awarded to the top scoring tenderer(s) shortly after the formal establishment of the framework agreement.

4.8 Details of Contracts Arising Over Life of Framework Agreement

In addition to the initial contract, the framework agreement may also be used for the other projects under LDA's remit and any other projects that may be assigned to LDA over the duration of the Framework.

The anticipated projects include;

Preparation of planning frameworks and masterplans for large scale and complex regeneration sites located throughout Ireland. Projects may also include the preparation of reports where masterplanning, planning and ancillary services are required.

It should be noted that there is no guarantee that the projects as listed above will proceed, and the LDA reserve the right to add or amend the list as appropriate depending the projects assigned to it.

4.9 Award of Project Management Contracts and Design Team Contracts to same Economic Operator

Where a successful tenderer is appointed as Project Manager to a specific project, they will be precluded from leading or being part of a Design Team appointed to that project.

4.10 Right to Tender outside of the Framework

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

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework terms and conditions (Appendix 4).

4.11 Award to Runner Up for the conclusion of the Framework

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

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.12 Replacement Personnel:

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

5 Award Criteria

Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The **framework/contract** will be awarded on the basis of the economically most advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost	30%	3000	N/A
<p><i>Ultimate Cost is made up:</i></p> <p>1. Total Fee for the Initial Contract outlined in tender document (20%)</p> <p>Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender (Appendix 2) and providing a breakdown of their costs, resources, and relevant rates. The Tenderer should also provide a detailed matrix indicating resources and relevant rates.</p> <p>2. Schedule of Rates (10%)</p> <p>Tenderers are required to complete Table 2 (Appendix 2) with rates for personnel to be engaged on future projects awarded under the Framework</p> <p>REV.01: Scoring/evaluation of Criterion A will be carried out as per Note 2 (page 12)</p>				
B	Resourcing	25%	2500	1250
<p><i>Tenderers are required to submit details of the personnel proposed for the delivery of each stage of the contract together with their proposed time allocations</i></p> <p><i>Tenderers shall include as a minimum:</i></p> <ul style="list-style-type: none"> • <i>Project team organisation chart, identifying lead consultants and sub-consultants as necessary, together with key personnel from each organisation indicated in the org chart. As a minimum the project team should include the following:</i> <ul style="list-style-type: none"> <i>1 x Project Manager</i> <i>1 x Planning Director</i> <i>2 x Senior Planner</i> <i>1 x GIS consultant</i> <i>! x Cost consultant</i> <i>1 x Roads and Traffic Engineer</i> <i>Max 2x A4 pages</i> • <i>Identify a dedicated project manager who will be the direct point of contact with the LDA and will manage the delivery of the outputs against the agreed timelines and manage subconsultants. The value add that the PM can bring to the delivery of the scope should be set out together with an overview of the experience and skills of the project manager; Max 2 x A4 page</i> 				

- CVs of the Key Team Members proposed for delivery of the contract, including the specialist advisors proposed, to include information with dates regarding expertise and current and anticipated workloads. CVs to include examples of relevant experience which demonstrate the ability to deliver the scope of services required. Max of 2 x A4 pages per person. Note information beyond two pages will not be considered in the assessment.
- A Responsibility Assignment Matrix identifying the responsibilities of all proposed Key Team Members and personnel for delivery of the project, including their responsibilities and the benefit they will bring to the individual elements of the project.

Resourcing proposals will be assessed in respect of the quality and balance of resourcing offered

Information included in the Breakdown of Tender Sum submitted with the Tender will form part of the assessment of this criterion.

Tenderers are required to complete Appendix 3 indicating the personnel proposed for the Project.

C	Execution Methodology	35%	3500	1750
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Tenderers are required to submit their project specific proposal for the effective delivery of the Report on Relevant State Lands, management of the team and interaction with the LDA.

In providing their methodology tenderers should consider key risks to the delivery of the project and what mitigation measures they propose to minimise the risk.

Maximum 4 x A4 pages.

D	Proposed Project Programme	10%	1000	500
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Tenders should set out a clear project programme (Gantt chart or other format together with appropriate narrative) to include key actions and key milestones within the context of the timelines set out. The LDA have a statutory requirement on the delivery of the report on relevant state land as set out under Section 52 of LDA Act. This section of the Act requires the LDA to prepare and furnish a report by the Agency to the Government not later than 12 months after the date of the coming into operation of this section.

The relevant Section of the Act may be enacted prior to the completion of an appointment, therefore reducing the time available to complete the scope of services requested i.e the timeframe available to deliver Phase 1 may be less than 12 months. Therefore, it is requested that tenderers demonstrate clearly in their project programme an ability to meet the 12-month timeline set out. Tenders who demonstrate flexibility and ability to deliver the scope of services in a timeframe of less than 12 months may receive a higher score. The LDA will inform all tenderers of the enactment of this section of the Act should it take place during the response period.

The Tenderer should provide a clear project programme setting out the key actions, timelines and milestones.

Max 4 A4 pages.

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each

of the individual qualitative criteria (B) to (D) to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

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

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

REV.01

NOTE 2: Criterion A.1: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Criterion A.2: The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Tenderer’s Ultimate Cost = A.1 total + A.2 total

Tenderer’s Score = A.1 score + A.2 score

Criterion A.1 (20%)		Criterion A.2 (10%)	
Lowest Cost from a Bona Fide Tender	A	Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B	Cost for the tender being evaluated	B
Maximum Points available for Cost	2000*	Maximum Points available for Cost	1000*
Formula employed	$\frac{2000 \times A}{B}$	Formula employed	$\frac{1000 \times A}{B}$

Superseded. Refer to REV.01

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	3000*
Formula employed	$\frac{3000 \times A}{B}$

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 4: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 5: Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

NOTE 6: If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the tender Postbox facility and tenders must be submitted electronically via the etenders postbox facility on www.etenders.gov.ie only. Tenderers must ensure that they give sufficient time to upload their tender response. All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders must be completed in English. Tenders should produce their response as a **SINGLE UPLOADED FILE, if possible, which is clearly labelled, page numbered and indexed with the exception of graphics which should be in a separate file.**

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the tender closing date/time. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process.

The closing date for tenders is **20th December 2021 at 12.00 noon (Irish time).**

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. **Tenders that are received late or via other means WILL NOT be considered in this public procurement competition**

(b) Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie. The closing date for receipt of queries is **8th December 2021 at 12.00 noon (Irish time).**

Responses to queries will be circulated to all Tenderers through www.etenders.gov.ie in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be

clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

(c) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(d) Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

(e) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(f) Extension of Tender Period

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

(g) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out in Appendix 2 to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

(i) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(j) Clarification of Tenders

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

(k) Correction of Errors

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

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

(l) Tender Validity Period

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

(m) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(n) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(o) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(p) Freedom of Information Acts

All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

(q) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax

Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement / contract.

(r) Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

(s) Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them.

The contract[s] awarded on foot of this tender process will be governed by Irish law.

(t) Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

(u) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(v) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

- When establishing frameworks with or without an initial contract

- a) Appointment to Framework and Letter of Intent (initial contract)
- b) Letter of Regret

In the case of EU value contracts, the following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of the winning tender. The Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

(w) Award Notices

Following the award of contract, award notices will be published on a quarterly basis in www.etenders.gov.ie for all national contracts exceeding €25k in value. This notice will state the name(s) of the successful tenderers.

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of contract. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

(x) Policy on Personal Debriefings

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

(y) Replacement Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(z) Copyright

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

(aa) Brand Names, etc.

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

(bb) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by the Contracting Authority is normally Electronic Funds Transfer

(cc) Right Not to Award

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

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

(dd) Environmental Aspects

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

(ee) Accessibility

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(ff) Knowledge and Skills Transfer

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

(gg) Collusive Tendering

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

(hh) Change in the Composition of a Tender

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

(ii) Consortia and Prime Subcontractors

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

(jj) Anti-Competitive Conduct

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

(kk) Data Protection

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

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

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

(II) Publicity

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

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

APPENDIX 2 – FORM OF TENDER

THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.

Failure to sign this Form of Tender will invalidate the offer.

To:	The Contracting Authority
From:	
Re:	

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Invitation to Tender Document and the attached Detailed Breakdown of Charges and Expenses.

1. Fixed Fee (20%) Table 1

FEE	Total Fee proposed (Excluding VAT)		Total Fee proposed (Including VAT)	
Proposed Total Fee for delivery of the Initial Contract outlined in tender document. (To include all expenses).	€		€	
Detailed breakdown of costs is attached:	YES		NO	

2. Schedule of Rates (10%) – Table 2

Schedule of Rates				
Skillset	Minimum Experience	Daily Rate (€)	Notional Hours for evaluation purposes	Total €
Principal Architect/Urban Designer	A relevant degree or equivalent professional qualification, and a minimum of 15 years post qualification experience on projects similar in nature, scale, and complexity		20 hours	

Senior Architect/Urban Designer	A relevant degree or equivalent professional qualification, and A minimum of 8 years post qualification experience on projects similar in nature, scale, and complexity		50 hours	
Director of Planning	A relevant degree or equivalent professional qualification, and A minimum of 12 years post qualification experience working on projects similar in nature scale and complexity		20 hours	
Senior Planner	A relevant degree or equivalent professional qualification, and A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity.		50 hours	
GIS Consultant	A relevant degree or equivalent professional qualification, and A minimum of 5 years post qualification experience working on projects similar in nature scale and complexity.		15 hours	
Socio-economic consultant with	A relevant degree or equivalent professional qualification, and A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity.		10 hours	
Environmental/ecological consultant	A relevant degree or equivalent professional qualification, and A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity.		10 hours	
Traffic and Transport	A relevant degree or equivalent professional qualification, and A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity.		20 hours	
Engineering – Civil and Structural	A relevant degree or equivalent professional qualification, and A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity.		20 hours	
Cost Consultancy	A relevant degree or equivalent professional qualification, and A minimum of 8 years post qualification experience working on projects similar in nature scale and complexity.		25 hours	

I/We confirm that I/we

- In relation to daily/hourly fees all rates are inclusive of out of pocket (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs.
- Will keep this offer for the contract / framework open for acceptance by you for a period of 12 months from the date of deadline for submission of Tenders,

- Agree that you are not bound to accept the most economically advantageous or any Tender you may receive,
- Agree that the rates stated are maximum prices for the duration of the framework agreement,
- Have read and thoroughly examined the Tender Document,
- Fully understand the Tender Document and the Client’s requirements,
- Undertake to treat the details of this Invitation to Tender, its Tender and any subsequent negotiations as private and confidential,
- Acknowledge that acceptance by the Contracting Authority of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract is awarded / framework agreement has been established between the Contracting Authority and the Tenderer,
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the services required under the framework agreement,
- Have included all elements necessary for the performance of the specified services, which are either expressly stated in the Tender Document or contained in any supplementary information or which could reasonably be inferred therefrom,
- Have found no errors, omissions, conflicts or ambiguities in the Tender Document except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries,
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of Tenders,
- Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age etc.,

Signed:			
Name (in Capital Letters):			
On behalf of:			
Address:			
Telephone:		Fax:	
Email:		Date:	

APPENDIX 3 – RESOURCE ALLOCATION SCHEDULE

[Tenderers are permitted to add lines for additional project personnel]

Name of Tenderer:		
Role	Personnel Involved (please name)	CV's attached
Nominated Account Manager		
[Tenderer to Insert Project Personnel here]		

Tenderers must guarantee that the above personnel shall be fully available or that any proposed change to the above allocation will be agreed in writing with the Contracting Authority. Where a given staff member is not able to do the work indicated, the tenderer must provide a substitute of similar qualifications and experience who is acceptable to the Contracting Authority.

APPENDIX 4 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

Please see Appendix 4 of Tender Documentation



APPENDIX 5 – THE CONTRACTING AUTHORITY TERMS AND CONDITIONS

Please see Appendix 5 of Tender Documentation

APPENDIX 6 – DETAILED SCOPE

Introduction and background

The LDA has been established to activate and develop relevant state land.

A core purpose of the LDA is to proactively identify and assess where relevant state lands could be used to develop affordable housing, and progress plans for compact urban development and regeneration and achieve a more stable and sustainable land supply pipeline into the future.

In this regard, a key aim for the LDA is to progress the optimal use of state land in the public interest. The main functions of the LDA involve developing and managing relevant public land, and where applicable, other lands for the provision of housing for the public good, in line with the National Planning Framework objectives.

In performing its key functions regarding identifying and assessing relevant public land, the LDA is undertaking the following actions:

- In line with Section 50 of LDA Act 2021 the LDA shall establish and maintain a register of all relevant land and land owned by the agency or a subsidiary DAC, to become known as the Register of Relevant Public Land (from here on known as the Register). The LDA has developed a State Lands Database which will become the Register of Relevant Lands in line with Section 50 of LDA Act 2021 and shall be made publicly available on the LDA website. The State Lands Database is available here (<https://lda.ie/state-asset-database/>). Further detail will be provided to the winning bidder.
- In line with Section 52 of the LDA Act 2021, the LDA shall prepare and furnish a report to the Government on relevant public land and land owned by the agency or a subsidiary DAC. *The LDA Act states (Section 52 of the Land Development Agency Act 2021) that a report of the Register of Relevant Lands is required to be produced and submitted to Government within a year of commencement of the Act, and then every two years following. Appendix 1 (of the Act) sets out the requirements under Section 52 for the report which is the focus for this commission.

*NOTE: The relevant section of the LDA Act may be enacted prior to the completion of the appointment as part of this competition. Tenderers therefore should note that it will be required to deliver the scope of services within 12 months of the date of enactment of the LDA Act and not within 12 months of the date of appointment.

Key requirements /Objectives of this Brief:

The LDA is commissioning this report to provide detailed assessment and analysis of the State Assets Database (termed the Register), to identify and assess certain relevant lands, as required under the Act.

The work shall review the Register with a focus on relevant lands in urban areas above 10,000 in population. This work will be undertaken in a two-stage process.

- Phase one of this report will focus on the National Planning Framework key growth towns and cities (the 5 cities - Dublin, Cork, Limerick, Waterford and Galway and 5 regional towns- Letterkenny, Sligo, Athlone, Dundalk and Drogheda).
- Phase two of this report will focus on the remaining Irish towns over 10,000 in population.



This report shall review and provide a detailed analysis of the relevant urban areas planning and housing context and state assets within the urban areas outlined. The report shall identify the local planning and housing context, housing needs and capacity including a review of current and projected housing mix and size requirements into the future, as well as relevant state lands and key issues, constraints and opportunities associated with developing relevant State Assets to provide affordable housing and or mixed-use development.

The report shall address the requirements in Sections 50 and 52 of the LDA Act 2021):

- a) relevant public land and land owned by the Land Development Agency that's fit for use for the purposes of this Act,
- b) the existing use of each relevant site,
- c) all relevant development plans and/or local area plan policies/objectives governing the site,
- d) any masterplan, transport strategy or other infrastructure strategy or proposal affecting the land.
- e) the potential for development of the land in conjunction with contiguous sites that also constitute relevant public land,

- f) the estimated costs likely associated with the delivery of critical infrastructure and general development costs of the relevant public land,
- g) the priority (in consultation with the LDA), having regard to the nature of the land, proposed to be given to its development relative to other relevant public land or land owned by the Agency and the period within which that development is proposed to take place. The successful tenderer will be expected to develop a methodology and approach to prioritising opportunities to be agreed with the LDA. This will need to take into account the LDA Act, remit, NPF and any LDA relevant policies and procedures considering capacity, constraints, opportunities adopting a sequential order and the estimated period within which the development might commence.
- h) any housing strategy for the area where the land is situated.

A comprehensive assessment and methodology is needed to support and ensure a robust baseline and analysis is undertaken and to ensure all relevant areas are identified, assessed and prioritised in a clear and consistent way. This will help inform the report on relevant lands which the Agency has assessed to be fit for the purposes of the Act.

This work is to include:

- Baseline analysis, including local context, policy and plans related to planning, development, infrastructure, and an overview of housing strategy for the area: targets, zoned land and capacity and overview of current housing stock, and Housing Needs Demand Assessment overview and a breakdown to a settlement level, as appropriate, based on existing housing stock and anticipated future housing mix requirements.
- An overview of the current and planned infrastructure schemes related to the catchment area (transport/ roads, water, flood risk, water treatment works/ sewage, utility provision etc) and commitments / funding / timescales and any constraints on timing / deliverability, population, economy environment.
- Identification of relevant public land and land owned by the Land Development Agency that's fit for use for the purposes of this Act.
- A methodology and approach to assessing and prioritising relevant land will need to be developed and agreed in relation to this and sequential order for the development of the relevant public land and the estimated period within which the development might commence – including any key dependencies or risks that may affect the strategy and anticipated timeframes.
- Relevant Lands Assessment - Identification of key areas most suitable for development/ growth, with detailed planning assessment with plans, maps and summary of future development potential in line with LDA remit and

requirements of Section 52 of the Act relevant planning policies – including site context, capacity, accessibility, development potential and readiness in terms of key infrastructure and servicing requirements and indicative costings with supporting maps.

The main objective is to make the best use of public land as relevant to enhance stability, affordability, and sustainability in our housing supply through future economic cycles. In this regard, focus will need to be on making optimal use of current or planned infrastructure investment and public transport to support a greater level of compact urban and sustainable development / regeneration / redevelopment of brownfield / underutilised land, as appropriate in key locations as well as supporting a more sequential approach to development.

Regular reporting on progress with supporting materials will be required to be agreed with LDA Team and this should include presentations and engagement with the LDA Board Sub Committee (Strategic Planning and Sustainability) and Management teams as relevant.

Mapping should be compatible with the State Land's Database and support an integrated and spatial overview of key growth areas. The report should be supported with relevant GIS compatible mapping provided electronically with relevant layers to align with State Lands Database for use by LDA.

Key Outputs

The Report on Relevant Lands will support the LDA in working with local authorities and other public bodies in relation to identifying and progressing opportunities in line with the LDA remit: to optimise use of state lands in the public interest for regeneration and development, including strategic land assembly and contribute towards the delivery of affordable housing.

Outputs should include the following:

- Full alignment and delivery with the requirements of the LDA Act 2021
- Presentations and reports provided electronically at key stages, including a presentation to the team, LDA management and the LDA Board/ Sub Committee.
- Comprehensive report on state land that meets the requirements of the LDA Act 2021 as set out above.
- A baseline analysis of each urban area with clear visual presentations showing all state lands (to be provided by the LDA), zoning information, relevant sites, existing planning zones (current SDZ's, LAP's etc.) to be compliant with the LDA's GIS systems to be incorporated into the Register of Relevant Lands public webmap (the LDA uses ESRI ArcGIS technologies).

- A set of supporting maps (in formats to be agreed) containing all relevant information relating to all sites considered to comprise relevant state land. This should include sites being identified as being owned by Schedule 1 authorities, Schedule 2 authorities or a Local Authority and whether Part 9 of the LDA Act applies.
- Preparation of a parameter plan for each identified site setting out indicative land uses, transport connections and interventions, density, and development potential
- An indicative cost report, covering key infrastructure and a general cost of development
- Engagement with the Planning team on a regular basis to report progress and seek feedback.
- Stakeholder engagement, with the LDA, most likely related to gathering information and furnishing of materials to support LDA led stakeholder engagement.
- A clear and concise GIS output showing a layered approach to each urban area highlighting the relevant state assets, local zoning information and local contextual information, available to be integrated into the State Lands Database.

Next Steps

The LDA is progressing this important work to ensure compliance with our statutory requirements and timelines set out in legislation. The first draft of phase 1 of this report is expected to be delivered within a 6–9-month period to include sufficient time to allow for presentations and opportunities to refine and finalise output. Phase 1 work is to be fully completed within 12 months of the date of enactment of the relevant legislation and phase 2 is expected to follow with completion expected within the following 9 months.

As noted in Criterion C above however, there is the possibility that the actual time available to complete Phase 1 will be less than 12 months. This is subject to the exact date of enactment of the relevant legislation being known and the date of appointment. Therefore, consideration should be given to the resources that may be required should a shorter timeframe for delivery of the report materialise.

Section 52 of the LDA Act 2021 – Appendix 1

Report of Agency to Government relating to certain land.

- 1) *The Agency shall prepare and furnish a report to the Government on relevant public land and land owned by the Agency or a subsidiary DAC.*
- 2) *A report under this section shall contain information on—*
 - a. *relevant public land and land owned by the Agency or a subsidiary DAC assessed by the Agency to be fit for use for the purposes of this Act,*
 - b. *the matters referred to in subsection (3), and*
 - c. *the current use of the land referred to in paragraph (a).*
- 3) *In providing a report under subsection (2) the Agency shall, in relation to each parcel of land referred to in the report, take account of:*
 - a. *the objectives of the development plan and local area plan in force for the area where the land is situated;*
 - b. *any masterplan affecting the land;*
 - c. *the potential for development of the land in conjunction with contiguous sites that also constitute relevant public land or land owned by the Agency or a subsidiary DAC;*
 - d. *the cost of provision of infrastructure and development costs estimated by the Agency to be associated with the use to which the land may be put;*
 - e. *the priority, having regard to the nature of the land, proposed to be given to its development relative to other relevant public land or land owned by the Agency or a subsidiary DAC and the period within which that development is proposed to take place;*
 - f. *any housing strategy for the area where the land is situated.*
- 4) *A report under this section shall also contain information concerning relevant public land offered to the Agency under section 53(2) during the period, referred to in subsection (6), to which the report relates.*
- 5) *Information referred to in subsection (4) shall include information on the acquisition by the Agency of the land or part of the land offered, or its refusal to acquire that land or part.*
- 6) *The first report under this section shall be prepared and furnished by the Agency to the Government not later than 12 months after the date of the*

coming into operation of this section and every report thereafter shall be prepared and furnished not later than the second anniversary of the previous such report.

- 7) Subsection (6) shall not operate to prevent the Agency from preparing and furnishing a report to the Government at any time, in accordance with this section, on any specific relevant public land.*
- 8) The Minister shall, as soon as may be after a report under this section has been furnished to the Government, cause a copy of it to be laid before each House of the Oireachtas.*

Appendix 2 – Indicative Content for the Report on Relevant Lands

A suggested structure for the Report on Relevant State Lands is set out below. Tenderers should assess the contents within the context of the wider deliverable and make recommendations on the content/structure of the report as appropriate.

0.0 Executive Summary

1.0 Introduction

1.1 Background Information

1.2 LDA Bill

1.3 Role of LDA

1.4 Purpose of Report

1.5 Structure of Report

2.0 Methodology

2.1 State Asset Database / Register of Relevant Lands

2.2 Identification of Relevant State Land (process used – Filtering, RAG etc) – Peer Review of Methodology by consultant.

2.3 Approach for Phase 1 Report (i.e., 10 locations based on NPF)

2.4 Site prioritisation (Housing need, demand, growth plans, sequential approach, cost with servicing, current use, relocation costs etc)

2.5 Site Assessment Methodology (including approach to requirements of act around infrastructure and development costs)

2.6 Approach to Stakeholder Engagement - 2 step process 1) Initial Survey; 2) Follow up 1 to 1's)

- 3.0 *Housing, Sustainability & Planning Policy Context*
- 3.1 *National Planning Framework*
- 3.2 *National Development Plan*
- 3.3 *Housing For All*
- 3.4 *Climate Action Plan*
- 3.5 *Regional Planning Policy*
- 3.5.1 *RSES Midlands and Eastern Region*
- 3.5.2 *RSES Northern and Western Region*
- 3.5.3 *RSES Southern Region*
- 3.6 *Adopted and emerging City/County Development Plans and Local Plans Overview*
- 3.6.1 *DCC (each to include overview of Core Strategy, Housing Strategy, HNDA, key demographics)*
- 3.6.2 *Fingal (only if relevant)*
- 3.6.3 *DLRC (only if relevant)*
- 3.6.4 *SDCC (only if relevant)*
- 3.6.5 *Louth*
- 3.6.6 *Galway City Council*
- 3.6.7 *Sligo*
- 3.6.8 *Donegal*
- 3.6.9 *Cork City Council*
- 3.6.10 *Limerick City and County Council*
- 3.6.11 *Waterford City and County Council*
- 3.6.12 *Westmeath County Council*
- 4.0 *Phase 1 Assessment of Relevant State Land by Regional Assembly Area (TOP Sites)*
- 4.1 *Midlands & Eastern Regional Assembly Area*
- 4.1.1 *Dublin*

4.1.2 *Drogheda*

4.1.3 *Dundalk*

4.1.4 *Athlone*

4.2 *Northern and Western Regional Assembly Area*

4.2.1 *Galway*

4.2.2 *Sligo*

4.2.3 *Letterkenny*

4.3 *Southern Regional Area*

4.3.1 *Cork*

4.3.2 *Limerick*

4.3.3 *Waterford*

5.0 *Stakeholder Engagement*

6.0 *Summary & Conclusions*

6.1 *Midlands and Eastern Region*

6.2 *Northern and Western Region*

6.3 *Southern Region*

Appendices

Note: The content and structure provided are for indicative purposes. The successful design team should review and present the format that is considered to deliver the content in the most accessible and reader friendly format possible