



Department of Communications, Energy and Natural Resources  
An Roinn Cumarsáide, Fuinnimh agus Acmhainní Nádúrtha



***Invitation to Tender for Framework Agreement with Single Operator for  
EPA/DCENR/NIEA Research Programme related to the Environmental  
Impacts of Unconventional Gas Exploration & Extraction (UGEE) for a  
Maximum of 4 Years***

This invitation to tender is administered by the Environmental Protection Agency, on behalf of the Department of Environment, Community and Local Government, the Department of Communications, Energy and Natural Resources– and the Northern Ireland Environment Agency

***Tenders are to be returned in a sealed envelope marked for the attention of***

*Alice Wemaere  
Environmental Protection Agency  
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Ireland*

***Tender Reference – 2013-STRIVE-4 (UGEE)***

***Deadline for Submission of Tenders: [17<sup>th</sup> January 2014 at 12.00]***

***Deadline for Queries: [9<sup>th</sup> January 2014 at 17.00]***

Please note that all information relating to this tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal ([www.etenders.gov.ie](http://www.etenders.gov.ie)) only. Registration is free of charge and there is no charge for documents. The Environmental Protection Agency will not accept responsibility for information relayed (or not relayed) via third parties.



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## Tender Checklist

Please ensure that the following required documents are included with your tender:

- Information and Documents required for Eligibility Criteria ([Section 6.1](#))
- Information responding to each of the Award Criteria ([Section 6.2](#))
- Form of Tender ([Appendix 2](#)), completed and signed
- Pricing Document and Resource Schedule ([Appendix 2A](#))
- Declaration of Bona Fides ([Appendix 4](#)), completed and signed
- Statutory Obligations Declaration ([Appendix 5](#)) completed and signed
- Conflict of Interest Declaration ([Appendix 6](#)) completed and signed
- Contact Details for Referees ([Appendix 7](#))
- Competency as Designer ([Appendix 10](#))
- Competency as Project Supervisor Design Process (PSDP) ([Appendix 11](#))

*The above checklist is for guidance purposes only and the EPA will not accept any responsibility for omissions from this checklist. Tenderers are advised to read all tender documentation and appendices in full in order to provide a comprehensive response.*



## Invitation to Tender and Terms of Reference for Research Programme related to the Environmental Impacts of Unconventional Gas Exploration & Extraction (UGEE)

### 1. Background

The Environmental Protection Agency (EPA) is an independent public body set up to promote and implement the highest practicable standards of environmental protection and management that embrace the principles of sustainable and balanced development.

The main responsibilities of the EPA include:

- Monitoring and reporting on the quality of the environment;
- Licensing and regulation of industries, waste disposal operations and large fuel storage installations to ensure that their emissions do not endanger human health or harm the environment
- Regulating Ireland's Greenhouse Gas Emissions
- National Environmental Enforcement including overseeing local authorities' environmental protection responsibilities in the areas of – air, noise, waste, wastewater and water quality.
- Proactive waste management including promoting waste prevention and minimisation projects through the co-ordination of the National Waste Prevention Programme,
- Provision of guidance to the public and to industry on various environmental topics (including licence applications, waste prevention and environmental regulations).
- Strategic Environmental assessment of the impact of plans and programmes on the Irish environment (such as waste management and development plans).
- Funding & co-ordination of environmental research

### 2. Context for Tender

Unconventional Gas Exploration and Extraction (UGEE) is an emerging issue in Ireland, in particular with regard to the use of hydraulic fracturing (“fracking”) technology. Recognising the need for detailed scientific information, the EPA initially commissioned preliminary desk research<sup>1</sup> (A Short Summary of Current Knowledge and Potential Environmental Impacts), which was published in May 2012. This preliminary information has been used, along with other sources such as European Commission reports, to assist in a scoping exercise for a more extensive and comprehensive programme of research.

A steering committee comprising the EPA; Department of Environment, Community & Local Government (DECLG); Department of Communications, Energy & Natural Resources (DCENR); the Geological Survey of Ireland (GSI); Commission for Energy Regulation (CER); An Bord Pleanála; Northern Ireland Environment Agency (NIEA) and the Geological Survey of Northern Ireland developed a Terms of Reference for this more extensive programme of research (See

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<sup>1</sup> <http://www.epa.ie/pubs/reports/research/sss/epa-strivesmallscalestudyreport.html>



**Appendix 1).** Outputs from this research will assist regulators (North and South) in fulfilling their statutory roles regarding this activity.

The EPA subsequently launched, on the 11<sup>th</sup> January 2013, a public consultation on the draft Terms of Reference document on behalf of the Steering Committee. All valid submissions and the Steering Committee Response to the Public Consultation are available for download at <http://www.epa.ie/researchandeducation/research/striveprogramme/water/ugee%20research>

### 3. Invitation to Tender

The EPA on behalf of the Department of Environment, Community and Local Government (DECLG), the Department of Communications, Energy and Natural Resources (DCENR) and the Northern Ireland Environment Agency (NIEA) is seeking to engage a single operator<sup>2</sup> to undertake a research programme on the environmental and human health impacts of Unconventional Gas Exploration & Extraction (UGEE).

An integrated solution is required to deliver research in three main areas:

- Baseline Characterisation;
- UGEE projects/operations, Impacts & Mitigation Measures;
- Regulatory Framework for Environmental Protection

The EPA is using the Open procedure for this tender. Valid tenders submitted in accordance with the Instructions to Tenderers and received before the stated deadline will be assessed on the basis of the eligibility and award criteria set out in **Section 6**. Tenderers are requested to review this document in detail and ensure that they have addressed all of the relevant requirements in their tender.

### 4. Framework Agreement

The EPA is establishing a single operator framework agreement to enable the delivery of an integrated solution for the provision of a comprehensive programme of research related to the environmental and health impacts of UGEE projects/operations over a period of four years. Applicants may form a grouping / consortium to satisfy this requirement.

Establishment of this framework will be on the basis of competitive tenders received for the initial contract described in **Section 5** below.

Evaluation of tenders will be on the basis of the Award Criteria set out in **Section 6.3**.

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

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<sup>2</sup> Applicants may form a grouping or consortium to satisfy this requirement



Admission to the framework will be conditional upon acceptance of The EPA's Terms and Conditions of Framework Agreement ([Appendix 8](#)).

**Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in [Section 7.2](#) of this document.**

## **5. Initial Contract**

### **5.1. Specification of Requirements**

The EPA intends to award an initial contract for the provision of services as described in [Appendix 1 – Terms of Reference for EPA/DCENR/NIEA Research Programme on Environmental Impacts of Unconventional Gas Exploration and Extraction \(UGEE\)](#).

### **5.2. Subsequent Contracts under Framework**

The EPA may elect to use the framework during its lifetime for the award of subsequent contracts falling within its scope. The procedure for award of subsequent contracts under the framework is set out in the Terms and Conditions of Framework Agreement ([Appendix 8](#)).

### **5.3. Terms and Conditions of Contract**

The contract(s) awarded under this framework will be subject to the EPA's Terms and Conditions of Contract, a copy of which is set out in [Appendix 9](#).

Tenderers are required to familiarise themselves with these conditions and to indicate their acceptance of these within their tender. Any reservations or queries with regard to these terms and conditions should be raised during the tender period by submitting a query in the manner set out in [Section 7.2](#).

### **5.4. Cancellation of Procedure**

Please note that the EPA is not obliged to award any contract on foot of this procedure. The EPA reserves the right to cancel the procedure at any time, including where funding for the project or approval of the competent authorities is not forthcoming.

## **6. Assessment of Tenders**

### **6.1. Validity and Responsiveness of Tenders**

Tenders will be examined initially by reference to the completeness of proposals relative to this RFT. In order for a Tenderer to avoid elimination from this competition and to warrant consideration under the eligibility and award criteria detailed below, it must comply with the requirements of this RFT, including its Appendices. Responses to this RFT will be evaluated in their own right. No recognition will be given to information previously submitted. No unsolicited communications from Tenderers will be entertained during the evaluation period.



## 6.2. Eligibility Criteria

The EPA is using the OPEN procedure for the procurement of these requirements, therefore, while all interested parties may submit a tender, only those demonstrating they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate eligibility, tenderers are required to provide the information set out below. **In circumstances where the tenderer is a grouping or consortium, the information requested in Part A-I of [Section 6.2](#) must be provided by the nominated lead organisation. It is the responsibility of the nominated lead organisation to ensure that the information requested in Parts B to G of [Section 6.2](#) is provided all members of the consortium.**

### A. Tenderers Summary

#### (i) Lead Organisation

Tenderers must have and nominate a Lead Organisation which will act as the EPA's principal contact in respect of this process and, if applicable, the framework agreement and any subsequent contract(s). In the case of a tenderer comprising a single member, the single member is the Lead Organisation.

A Lead Organisation may be involved in one (1) Response only.

Lead Organisation	
Company Name	
Contact Name & Position	
Address	
Telephone	
Fax	
Email	
Date of establishment	
Legal Status, if any (Company (Ltd.), Partnership, Sole Trader, etc.)	
Disciplines being delivered by the lead firm	Please tick as appropriate: Baseline Characterisation: Groundwater, Surface Water and Associated Ecosystems Baseline Characterisation: Seismic Impacts Baseline Characterisation: Air Quality UGEE Project/Operations, Impacts & Mitigation Measures Regulatory Framework for Environmental Protection





**(ii) Group of Economic Operators**

If the Tenderer is a consortium or grouping of members, the Tenderer must specify the commercial and legal relationship amongst its members and any agreements giving effect to same.

**Is the Candidate a group of economic operators?**

Yes/No

*If Yes, please provide the following information:*

<b>Please enclose an organisational chart with the proposed hierarchical structure of the grouping</b>	<i>Confirm if attached</i> yes/no		
<b>If your answer is “Yes”, please provide the following information:</b>	Name	Discipline to be delivered	Separate response to selection criteria enclosed?
	1.		
	2.		
	3.		
	4.		
	5.		
<b>If you answered ‘No’ above, state number of years actively trading under present name:</b>			

**NB. Please note that the procurement rules provide for the contracting authority to preclude the use of sub consultants where the authority has not been in a position to verify their technical and economic capacity.**

Subsequent changes to the members of a grouping may result in disqualification of that group

Tenders must also supply the following information:

- Please provide an organisation chart with the proposed hierarchical structure of the grouping and give details of the manpower and skills base within your organisation/grouping.
- Details of health and safety/quality assurance policies and whether 3<sup>rd</sup> party attested. Please provide copies of the relevant certification, if any.

**Pass requirement:** Tenderers must complete this section in full.



**B. Evidence of Turnover and Profitability**

Please provide the following information based on your organisation(s) (as a grouping) annual accounts:

Year	Turnover (€)	Profitability (%)
2012		
2011		
2010		

Tenderers must provide evidence of their turnover and profitability as a grouping for the past three financial years by submitting extracts from audited accounts or an auditor’s signed statement. Alternatively, tenderers may demonstrate turnover and profitability by any means at their disposal. If these figures are not available for the full three year period please include an explanation for this and provide figures for all years/ part years available.

**Pass requirement:** Tenderers must indicate a turnover (as a grouping) in excess of € 3 million during any one of the three previous financial years and operation with a profit in the most recent financial year.

**C. Evidence of Tax Clearance Status in Ireland**

Please provide a current valid tax clearance certificate from the Irish Revenue Commissioners.

**Pass requirement:** Tenderers must provide evidence of a current and valid tax clearance certificate or, alternatively, evidence that they have applied for it.

**D. Evidence of Insurances**

Please provide evidence of the current valid policies which your organisation has in place in respect of the following:

Type of Insurance	Amount of Policy	Excess/Deductible	Expiry Date
Public Liability			
Employer’s Liability			
Professional Indemnity			

**Pass requirement:** *Tenderers are required to demonstrate, by producing a valid certificate or broker’s letter, that they have the following minimum levels of insurance in place or provide a letter from insurer/broker indicating required level could put in place if successful.*

- Public Liability - € 2.54 million
- Employer’s Liability - € 13 million
- Professional Indemnity - € 2.54 million



NOTE: If tenderers do not have the evidence required under **(B) – (D) above only** at the time of submitting their tender proposal, they can instead complete the **Form of Self-Declaration** contained in [Appendix 3](#). However, prior to contract award, the EPA will request relevant evidence in full within 7 calendar days. If the evidence required is not provided by the deadline date, the tenderer in question will be eliminated and the contract will be awarded to the next highest-scoring tenderer providing the required evidence.

#### **E. Declaration of Bona Fides**

**Pass requirement:** Tenderers must complete and sign the Declaration of Bona Fides. Please refer to [Appendix 4](#) of this document.

#### **F. Statutory Obligations Declaration**

**Pass requirement:** Tenderers must complete and sign the Conflict of Interest Declaration. Please refer to [Appendix 5](#) of this document

#### **G. Conflict of Interest Declaration**

**Pass requirement:** Tenderers must complete and sign the Conflict of Interest Declaration. Please refer to [Appendix 6](#) of this document.

#### **H. Competency as Designer**

**Pass requirement:** In order to assess the tender's competency as designer in accordance with the Safety Health and Welfare at work (construction) Regulations 2013, **all** Designers must complete and sign the questionnaire attached in [Appendix 10](#).

#### **I. Competency as Project Supervisor Design Process (PSDP)**

**Pass requirement:** In order to assess the tender's competency as designer in accordance with the Safety Health and Welfare at work (construction) Regulations 2013, the Proposed PSDP must complete and sign the questionnaire attached in [Appendix 11](#).

#### **J. Previous Similar Contracts**

Please provide details of at least **3** previous contracts successfully delivered by any member of the consortium which are similar in nature and scope to the framework requirements.

**NB** If details regarding the identity of clients or value of contracts are considered confidential, tenderers should ensure that they have included sufficient information to allow the EPA to judge the similarity of the previous contracts to the requirements under this framework.



*[Table may be repeated for additional contracts]*

<b>1. Name of Project/Contract:</b>	
Client Name:	
Dates of Contract (Start/End):	
Value of Contract (€):	
Nature and description of work done:	
Please describe similarity to EPA's requirements:	

<b>2. Name of Project/Contract:</b>	
Client Name:	
Dates of Contract (Start/End):	
Value of Contract (€):	
Nature and description of work done:	
Please describe similarity to EPA's requirements:	

<b>3. Name of Project/Contract:</b>	
Client Name:	
Dates of Contract (Start/End):	
Value of Contract (€):	
Nature and description of work done:	
Please describe similarity to EPA's requirements:	

**Pass requirement:** Tenderers must demonstrate that they have acquired the necessary expertise by providing details in relation to **3** previous contracts of a similar nature, scale and scope.

**Failure to comply with the requirements outlined in (a) to (j) above will result in the tenderer not being eligible for evaluation against the award criteria.**



### 6.3. Award Criteria

Only tenders which are valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

Evaluation of tenders will be on the basis of **most economically advantageous tender**, applying the following criteria, weightings and minimum requirements.

	<b>Criterion</b>	<b>Weighting</b>	<b>Maximum Points</b>	<b>Minimum Required</b>
<b>(A)</b>	Technical merit of the human resources offered	<b>15%</b>	<b>1500</b>	<b>600</b>
<b>(B)</b>	Proposed approach and methodology for service delivery	<b>35%</b>	<b>3500</b>	<b>1400</b>
<b>(B1)</b>	Project-A1 (Groundwater, Surface Water and Associated Ecosystems)	15%	1500	600
<b>(B2)</b>	Project-A2 (Seismicity)	5%	500	200
<b>(B3)</b>	Project-A3 (Air Quality)	5%	500	200
<b>(B4)</b>	Project-B: UGEE Projects/Operations: Impacts and Mitigation Measures	5%	500	200
<b>(B5)</b>	Project-C: Regulatory Framework for Environmental Protection	5%	500	200
<b>(C)</b>	Proposed approach and methodology towards Project Management including measures for ensuring Quality Control and delivery of all tasks within timeframe	<b>15%</b>	<b>1500</b>	<b>600</b>
<b>(D)</b>	Reliability and Continuity of Supply	<b>5%</b>	<b>500</b>	<b>200</b>
<b>(E)</b>	Ultimate Cost	<b>30%</b>	<b>3000</b>	<b>N/A</b>

NB. Tenderers should note that for each of the qualitative criteria above (A-D) the Minimum Score indicated must be achieved in order to avoid elimination from the competition.

Tenderers will be required to ensure that their tenders provide detailed information on their offers for assessment against the contract award criteria stated above. This will enable the awarding authority to assess all tenders fully and score them appropriately:

### 6.4. Explanation of Award Criteria

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated below.

#### **Criterion (A) - Technical merit of the human resources offered [Weighting 15%]**

Tenderers should clearly identify staff and resources to be allocated to the contract. Personnel responsible for the management and execution of each part of the contract shall be clearly identified for their proposed roles along with the proposed activities for and level of



participation of each proposed contract team member. All contract team members shall be identified in [Appendix 2A](#).

In addition, tenderers are invited to demonstrate their capacity to provide specialist analysis in relation to the technical specifications contained within the Terms of Reference set out in [Appendix 1](#), through the provision of comprehensive CV's, the extent of the expertise and fitness for purpose of all the human resources proposed in the Schedule. The proposed project team is expected to include members who have comprehensive understanding of geology and hydrology as well as an in depth knowledge of a range of legal, environmental, health, socio-economic and technical issues, as well as knowledge of mineral and fossil fuels (preferably unconventional gas) extraction practices and technologies.

#### **Criterion (B) Proposed approach and methodology for service delivery [Weighting 35%]**

Tenderers are required to submit their proposed multidisciplinary approach and methodology towards the delivery of a quality service to the Contracting Authority in respect of EACH of the 5 projects outlined in [Appendix 1 - Terms of Reference](#):

- Project-A1 (Groundwater, Surface Water and Associated Ecosystems);
- Project-A2 (Seismicity);
- Project-A3 (Air Quality);
- Project-B: UGEE Projects/Operations: Impacts & Mitigation Measures; and
- Project-C: Regulatory Framework for Environmental Protection.

#### **Criterion (C) – Proposed approach and methodology towards Project Management including measures for ensuring Quality Control and delivery within timeframe(s) [Weighting 15%]**

The Tenderer must demonstrate their ability to manage and deliver all the tasks of the project and work-schedule within the stated timeframe. For this purpose the tenderer must provide a detailed Gantt chart and a detailed proposal on how they envisage managing the project from inception to completion, the likely reports that they will supply etc.. Tenderers must also demonstrate how their company will incorporate quality control procedures into their project management to ensure the project runs in line with the specifications within the Terms of Reference set out in [Appendix 1](#).

#### **Criterion (D) – Reliability and Continuity of Supply [Weighting 5%]**

Tenderers will be required to satisfy the Contracting Authority that the latter may place due confidence in the tenderer (if admitted to the framework) delivering this service. To this end, Tenderers will be required to nominate two referees (**Please complete [Appendix 7](#)**) whom the Contracting Authority may at its discretion contact directly on a confidential basis and without further reference to the tenderer. Equally, any other information objectively available to the Contracting Authority may be used in assessing the proposed solution under this criterion. Please refer to [Appendix 5](#).

#### **Criterion (E) – Ultimate Cost [Weighting 30%]**

Tenderers are required to tender a lump-sum fee for all tasks associated with Projects A (with the exception of Tasks 4 & 6 of Project A1 and Tasks 6 & 7 of Project A2 as detailed in [Appendix 1](#)) to C as set out in the Terms of Reference in [Appendix 1](#) and relevant hourly rates as per the



Form of Tender. All costs quoted are inclusive of all out of pocket expenses, travel, subsistence and ancillary expenses and other costs of every description.

If required, the contractor costs associated with the installation of additional hydrological and seismic monitoring stations will be paid as a direct cost to the contractor engaged to carry out the work by the EPA on behalf of the other funders of the research programme.

Please note that total cost excludes costs associated with the installation of additional monitoring points (if required). All costs associated with monitoring and procurement (see Tasks 4 & 6 of Project A1 and Tasks 6 & 7 of Project A2 in [Appendix 1](#)) will if required, be treated as a supplementary tender and should not be included in this lump sum.

### Clarification Meetings

At The Contracting Authority's discretion, the establishment of the framework may be subject to tender clarification meetings.

In the event that such meetings are required, Tenderers will be notified 72 hours prior to the meeting. It will be essential that the key personnel proposed for the contract are available to attend.

### 6.5. Methodology for Tender Assessment

(a) Tenders will be checked for compliance with the requirements of the eligibility criteria contained within [Section 6.2](#). Tenders which do not comply with these requirements will be excluded from further consideration. Only Tenders meeting the minimum requirements of the eligibility criteria will have their submission scored against the award criteria.

(b) Tenders will be evaluated against the award criteria set out in [Section 6.3](#). Any tender which does not achieve any specified minimum quality score shall be excluded from further consideration.

(c) Those Tenderers whose tenders have not been excluded following the evaluation against the quality criteria at (a) above will then have their tender costs assessed.

(d) The score for the lump sum Cost will be scored as follows:

The tender with the lowest overall notional ultimate cost who has not been excluded on quality grounds will be awarded the maximum marks available for Ultimate Cost. Other tenders are then scored by using the following formula:

*Number of points = The maximum score available multiplied by the overall notional ultimate cost of the lowest cost valid tender divided by the overall notional ultimate cost of the tender in question.*

(e) The Quality and Overall Notional Ultimate Cost scores of tenders which have not been excluded will be added together and the tender receiving the highest overall score will be deemed the most economically advantageous tender.



## Maximum Rates for the Duration of the Framework.

The rates proposed by the Framework Member in a supplementary tender shall not exceed those recorded on the pricing document for the Initial Contract. The maximum rates chargeable will be adjusted for inflation on each annual anniversary of the Commencement Date of the framework. This adjustment shall be in accordance (whether positive or negative) with the Consumer Price Index.

## 7. Instructions to Tenderers

### 7.1. Submission of Tenders

It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Tenders which are faxed or e-mailed or late tenders will not be considered.

The completed Tender shall be enclosed in a sealed envelope and submitted either by post or hand delivery, using the below label as a template:

Tender for ***EPA/DCENR/NIEA Research Programme related to the Environmental Impacts of Unconventional Gas Exploration & Extraction (UGEE)***

Delivery to:  
Alice Wemaere  
EPA Research Programme  
Environmental Protection Agency  
*McCumiskey House  
Richview  
Clonskeagh Road  
Dublin 14  
Ireland*

Tender Ref. No: [2013-STRIVE-4 \(UGEE\)](#)

Closing Date: [17<sup>th</sup> January 2014](#)

The number of copies required for the tender is:

- **10** hard copies; and
- **1** soft copy

Tenderers should ensure that the softcopy contains all of the information submitted as part of the tender, is in a commonly readable file format and is free of viruses.

### 7.2 Queries

Queries should be in question format and submitted via the Questions and Answers facility on the eTenders website **only**. The Deadline for queries is 17.00 on 9th January 2014. Responses





to queries will be issued, via eTenders, to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries may be edited to avoid disclosing the identity of the person making the query, and any sensitive information included in the query should be clearly indicated.

### **7.3. 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 EPA, be referred back to the tenderer for clarification. Any subsequent adjustment(s) must be confirmed in writing. The EPA reserves the right to disqualify incomplete tenders.

While tenderers are requested to ensure they have included all of the information requested as part of this tender, excess documentation impedes the evaluation process and should not be submitted.

### **7.4. 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 issue a query via the Questions and Answers facility on eTenders as soon as possible.

Tenderers shall immediately notify the EPA should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The EPA 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.

### **7.5. 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.

### **7.6. Extension of Tender Period**

The EPA 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 before the original closing date.

### **7.7. 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 in a sealed envelope before the closing date for receipt



of tenders and clearly marked as part of the tender. Any modifications received after the closing time for receipt of tenders will not be considered.

### 7.8. Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out in [Appendix 2](#). Failure to sign the Form of Tender, or to complete it in the required format, may result in rejection of the tender.

### 7.9. Cost of Preparation of Tender

The EPA will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. 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 of their being required to attend clarification or other meetings or make a presentation of their proposals.

### 7.10. 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.

### 7.11. Currency

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.

### 7.12. 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.

### 7.13. 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 EPA. Any registerable interest involving the tenderer and the EPA, DCENR and NIEA or employees of the EPA, DCENR and NIEA, or their relatives must be fully disclosed in the tender submission or should be communicated to the EPA 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.

Applicants shall also be required to declare, on their honour<sup>3</sup>:

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<sup>3</sup> Text as used by the European Commission for Tender ENV.F.1/SER/2012/0033



1. they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
2. they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest.

**Tenderers are required to complete and sign the Conflict of Interest Declaration contained in [Appendix 6](#).**

#### **7.14. 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 Acts 1997 and 2003, 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 EPA 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 EPA's obligations under law, including the Freedom of Information Acts 1997 and 2003, EU and Irish Government Procurement Procedures. The EPA 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.

#### **7.15. Tax Clearance Certificate**

It will be a condition of award of contract that the successful tenderer(s) can promptly produce a current valid Tax Clearance Certificate issued by the Irish Revenue Commissioners, if not already submitted to the EPA. This tax clearance status must be maintained throughout the lifetime of the framework.

Please refer 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](mailto:nonrestaxclearance@revenue.ie)

#### **7.16. 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 preparing tenders and in delivering contracts awarded to them.

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



**Tenderers are required to complete and sign the Statutory Obligations Declaration contained in [Appendix 5](#).**

### **7.17. Clarification of Tenders**

To assist in the examination and comparison of Tenders, the EPA may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. 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 EPA.

### **7.18. 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:

- (a) Where there is a discrepancy between the hard copy and the electronic copy of the tender, the hard copy will take precedence.
- (b) Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- (c) 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 unless, in the opinion of the EPA, there is a gross mathematical error in the unit price, in which event the total amount as quoted will govern.

The amount stated in the tender form will be adjusted by the EPA 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.

### **7.19. 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.

### **7.20. 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.

### **7.21. 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:

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



The letters referred to in (a) and (b) above shall be issued at the same time.

### **7.22. Award of Contract**

The EPA will undertake not to establish the framework or award the initial contract for a period of at least 14 days after the notification referred to at [7.21](#) above. This is called the 'standstill period'.

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.

### **7.23. Payment**

A schedule of payments will be agreed with the successful tenderer. The EPA 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 EPA is normally Electronic Funds Transfer.

### **7.24. Intellectual Property**

The Contracting Authority retains the sole right to the provision of the programme and all future iterations of the programme or of similar programmes. The programme(s) will become and remain the property of The Contracting Authority and the future utilisation and development of the programme will likewise be a matter for The Contracting Authority.

### **7.25. Award to Runner-Up**

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the contracting authority considers that the successful tenderer has not met its obligations, the contracting authority reserves the right to award the contract to the next highest scoring tenderer on the basis of the terms advertised 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.

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 contract.

### **7.26. Environmental Aspects**

The EPA 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.



### **7.27. Accessibility**

The EPA as an employer is committed to a policy of equality of opportunity for all staff. Staff with disabilities are offered the same access to training and services as other staff. Measures must be taken by the tenderer to ensure that staff with disabilities are not inhibited from availing of such opportunities by problems of physical or sensory access to training, services & relevant materials.

### **7.28. 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 EPA staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

### **7.29. 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.



## **Appendix 1 – Terms of Reference for EPA/DCENR/NIEA Research Programme related to the Environmental Impacts of Unconventional Gas Exploration & Extraction (UGEE)**

**Please see separate PDF document**



## Appendix 2 – Form of Tender

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

**To: The Environmental Protection Agency**

**From:** \_\_\_\_\_

1. I/We have examined the tender documentation and hereby offer to provide the services in accordance with the Tender Documents 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 – please see attached for detailed breakdown).</i>	€	€

This offer will remain open for acceptance by you for a period of **12 months** from the closing date for receipt of tenders.

2. We acknowledge that you are not obliged to accept the lowest or any offer and that this contract award procedure may be cancelled by you.
3. We undertake to perform and complete the services in accordance with the terms and conditions of the tender specification.
4. We acknowledge that all costs and expenses incurred by us in producing and submitting this offer will be borne by us in full.
5. We undertake to treat the details of this contract as private and confidential. We acknowledge that no part of these documents may be transmitted by us to a third party.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name in Capital Letters: \_\_\_\_\_

On behalf of: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**\*\*Failure to sign this Form of Tender will invalidate the offer\*\***





## **Appendix 2A – Pricing document and Resource Allocation Schedule.**

**Please see separate EXCEL spreadsheet**



## Appendix 3 Form of Self-Declaration

<b>Contract Reference</b>	EPA/DCENR/NIEA Research Programme related to the Environmental Impacts of Unconventional Gas Exploration & Extraction (UGEE)
<b>Supplier Name</b>	

Tax Clearance		Please confirm YES/NO						
<p><b>(A) I confirm and declare that we have a current and valid Tax Clearance Certificate in place and our tax affairs are in order.</b></p> <p>The Contracting Authority can verify your tax clearance status through Revenue's online facility at <a href="https://www.revenue.ie/itp/view.jsp">https://www.revenue.ie/itp/view.jsp</a>. To this end, please confirm:</p> <table border="1"> <tr> <td>Do you grant the Contracting Authority permission to verify your tax cleared position online?</td> <td></td> </tr> <tr> <td>Registration Number <i>(as shown in your Tax Clearance Certificate)</i></td> <td></td> </tr> <tr> <td>Certificate Number <i>(as shown in your Tax Clearance Certificate)</i></td> <td></td> </tr> </table>		Do you grant the Contracting Authority permission to verify your tax cleared position online?		Registration Number <i>(as shown in your Tax Clearance Certificate)</i>		Certificate Number <i>(as shown in your Tax Clearance Certificate)</i>		
Do you grant the Contracting Authority permission to verify your tax cleared position online?								
Registration Number <i>(as shown in your Tax Clearance Certificate)</i>								
Certificate Number <i>(as shown in your Tax Clearance Certificate)</i>								
OR								
<p><b>(B) I confirm that I have applied for a Tax Clearance Certificate which will be made available on request</b></p>								
Turnover								
I confirm that we can provide evidence of their turnover and profitability for the past three financial years by submitting extracts from audited accounts or an auditor's signed statement.								
Year	2012	2011	2010					
Year End								
Turnover								
I confirm that I will provide evidence within 7 calendar days from your request at any time prior to the award decision being made.								
Insurances								
<p><b>(A) I confirm that we have the following insurances in place:</b></p> <ul style="list-style-type: none"> <li>• Employers Liability - € 6.5 m</li> <li>• Public Liability - € 13 m</li> <li>• Professional Indemnity - €2.54m</li> </ul>								
OR								
<p><b>(B) I confirm that if successful I will be in a position to put the required forms and levels of insurances required for the contract in place.</b></p> <p>I confirm that I will provide the following evidence within 3 working days from your request at any time prior to the award decision being made:</p> <ul style="list-style-type: none"> <li>• evidence of insurances in place <b>or</b></li> <li>• letter from Insurance Broker confirming that the required levels could be put in place if successful</li> </ul>								



**Declarations must be signed by a duly authorised officer.**

I hereby declare that

- the above is an accurate and complete Declaration of Financial and Economic Capacity on the part of my firm in relation to this tender competition.
- I undertake to inform the Contracting Authority of any changes to this Declaration which may arise prior to the award of contract.
- I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

**Signed :**

**Position :**

**Name :**

**Date :**



## Appendix 4 – Declaration of Bona Fides

THIS DECLARATION, DULY COMPLETED, MUST BE SUBMITTED BY ALL TENDERERS

<b>Name of Candidate:</b>	
<b>Address:</b>	

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

No.	QUESTION	YES	NO
		Please ✓	
1.	The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.		
2.	The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.		
3.	The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.		
4.	The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located.		
5.	The Tenderer, a Director or Partner has been found guilty of fraud.		
6.	The Tenderer, a Director or Partner has been found guilty of money laundering.		
7.	The Tenderer, a Director or Partner has been found guilty of corruption.		
8.	The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.		
9.	The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.		
10.	The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.		

**THIS FORM MUST BE COMPLETED AND SIGNED BY AN AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION**



**I certify that the information provided above 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 may lead to my organisation being excluded from participation in this and future tenders.**

<b>Signature</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Telephone</b>		<b>Email</b>	



## Appendix 5 – Statutory Obligations Declaration

**To:** **Environmental Protection Agency**  
**Tender for:** EPA/DCENR/NIEA Research Programme related to the Environmental Impacts of Unconventional Gas Exploration & Extraction (UGEE)

We, \_\_\_\_\_,

confirm that:

- a) We are fully compliant with the minimum terms and conditions of the Employment Regulation Order of the Irish Labour Court, with the Working Time Directive and with all other relevant employment legislation, as well as all relevant Health & Safety Regulations.

AND

- b) We have procedures in place to ensure that our subcontractors, if any are used for this framework, apply the same standards.

I certify that the information provided above 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 may lead to my organisation being excluded from participation in future tenders.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix 6 – Conflict of Interest Declaration

**Tenderers must declare any actual, apparent or potential conflict of interest of which they are currently aware in relation to the subject matter of this tender.**

**A conflict of interest includes any factor or relationship which could affect the ability of your organisation, its agents, employees or subcontractors to deliver the requirements as specified and for the benefit of the EPA, DCENR and NIEA, whether arising through personal interest, current or prospective contractual obligations or any other activity or association.**

Applicants shall also be required to declare, on their honour<sup>4</sup>:

1. they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
2. they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest.

I, \_\_\_\_\_  
(insert full name)

of, \_\_\_\_\_  
(insert organisation name)

am currently aware of an actual, apparent or potential conflict of interest with regard to this framework on the part of myself or any employee of the tendering organisation:

Yes/No	<input type="checkbox"/>
--------	--------------------------

If yes, please describe.


I am currently aware of any filial or other relationship between any member of the tendering organisation and the Funding Agencies (the funding Agencies are detailed below) or their employees as well as the Department of the Environment, Community and Local Government or any of its employees or their relatives:

Yes/No	<input type="checkbox"/>
--------	--------------------------

If yes, please describe:


<sup>4</sup> Text as used by the European Commission for Tender ENV.F.1/SER/2012/0033




I undertake to make a further declaration detailing any actual, apparent or potential conflict of interest which may arise if the organisation enters into a framework with the EPA.

**Signed:**

\_\_\_\_\_

**Name in Block Capitals:**

\_\_\_\_\_

**Dated:**

\_\_\_\_\_





## Appendix 7 – Contact Details for Referees

As stated in the explanation of Award Criteria D this form must be completed by all tenderers.

Please provide contact details for two referees who may be contacted on a confidential basis without further reference to tenderer to verify the award criterion of Reliability and Continuity of Supply. This may involve a site visit.

<b>Referee #1</b>	
<b>Contact Name:</b>	
<b>Organisation Name and Address:</b>	
<b>Description of work done and dates:</b>	
<b>Position:</b>	
<b>Phone:</b>	
<b>Email:</b>	

<b>Referee #2</b>	
<b>Contact Name:</b>	
<b>Organisation Name and Address:</b>	
<b>Description of work done and dates:</b>	
<b>Position:</b>	
<b>Phone:</b>	
<b>Email:</b>	

Signed: \_\_\_\_\_



## Appendix 8 – Terms and Conditions of Framework Agreement

### Framework Agreement with Single Operator for [Title of Framework]

#### Parties

The Environmental Protection Agency (Hereinafter referred to as the ‘Client’)

AND

XXXXXX (Hereinafter referred to as the ‘Framework Operator’ or ‘Operator’)

### 1. Background

The Client has conducted a tender competition in accordance with Directive 2004/18/EC of the European Parliament and Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts, and SI 329/2006, the European Communities (Award of Public Authorities’ Contracts) Regulations 2006 for the establishment of a Framework Agreement for [Title of Framework]

The Framework Agreement was advertised on the Irish Government procurement website <http://www.etenders.gov.ie/> and in the Official Journal of the European Union on XX XXXX 2013 (Ref. 2013/ S \_\_\_\_\_).

The open procedure was used and qualified candidates were invited to submit a tender with a Tender Submission Deadline of XX XXXX 2013.

Following evaluation of its tender against the published award criteria, the Framework Operator is now appointed as the single operator under the Framework Agreement.

#### Definitions

“Commencement Date” means \_\_\_\_\_ XX/XX/XXXX;

“Contract” means a contract which falls within the scope of this Framework Agreement and for which the Client seeks a Supplementary Tender from the Framework Operator;

“Framework Agreement” means these terms and conditions, including the Schedules hereto;

“Framework Period” means the period in years set out in Clause 3.1;

“Initial Contract” means the contract for [Title of Initial Contract];

“Invitation to Tender” means the document issued by the Client on XX XXXX.

“Request for Supplementary Tender” means a document issued by the Client at any point during the Framework Period requesting a proposal for services falling within the scope of this Framework Agreement;

“Services/Supplies” means the [services/supplies as indicated in notice] and other such services falling within the scope of the framework as the Client may require and the Framework Operator shall agree to provide under the Initial Contract or any subsequent Contract;

“Supplementary Tender” means the written submission of the Framework Operator in response to a Request for Supplementary Tender;

“Tender” means the written submission of the Framework Operator in response to the Invitation to Tender, together with any written clarifications accepted by the Client.

- 1.1 To the extent that any specific term or condition in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant term or condition of the Contract shall prevail.



- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

## **2. Appointment of Framework Operator**

- 2.1 In consideration of payment by the Client of good and valuable consideration, receipt of which is hereby acknowledged, the Framework Operator accepts its appointment under the terms and conditions of this Framework Agreement.
- 2.2 Appointment to this Framework does not entitle the Operator to be consulted in respect of, or awarded any contract during the Framework Period. The Client may at its sole discretion choose not to enter into any contracts falling within the scope of this Framework Agreement, or to terminate the Agreement in accordance with Section 9.
- 2.3 While this Framework Agreement will in general form the basis for the award of contracts during the Framework Period falling within the scope set out in Clause 4.1, the Client may at its sole discretion opt to carry out a separate contract award procedure for contracts falling within this scope. In this event the Client shall observe all applicable public procurement rules and shall not afford any advantage to the Framework Operator.

## **3. Period of Framework Agreement**

- 3.1 The Framework Agreement shall take effect on the Commencement Date and expire [\[duration of framework\]](#) years thereafter unless terminated earlier in accordance with these terms and conditions.

## **4. Scope of Framework Agreement**

- 4.1 This Framework Agreement relates to [\[full scope as indicated in notice\]](#).

## **5. Procedure for Supplementary Tenders**

- 5.1 On each occasion that the Client proposes to award a Contract, with the exception of the Initial Contract, it shall issue a Request for Supplementary Tender in accordance with the following procedure:
  - 5.1.1 The Client will issue a Request for Supplementary Tender to the Framework Operator in writing.
  - 5.1.2 The Client shall fix a deadline for the receipt of the Supplementary Tender taking into account the complexity of the Contract and the time needed to prepare an appropriate proposal.
  - 5.1.3 The Supplementary Tender shall be submitted in writing, and its content shall remain confidential until the stipulated time limit for reply has expired.



- 5.1.4 Any clarifications requested by the Framework Operator in relation to a Supplementary Tender must be submitted in writing and replies will be issued in writing.
- 5.1.5 Following evaluation of the Supplementary Tender, the Client shall determine whether it meets its minimum requirements under the award criteria set out in Clause 6.2 below.
- 5.2 The Client shall not be responsible for any costs incurred by the Framework Operator in the preparation of a Supplementary Tender.

**6. Award of Contracts**

- 6.1 Contracts under this Framework Agreement may either be awarded on the basis of the Invitation to Tender or on the basis of a Request for Supplementary Tender.
- 6.2 Award Criteria  
Supplementary Tenders will be assessed in accordance with the following award criteria, or a sub-set thereof:

	<b>Award Criteria</b>
A	Technical merit of the human resources offered
B	Proposed approach and methodology for service delivery
C	Proposed approach and methodology towards Project Management including measures for ensuring Quality Control and delivery of all tasks within timeframe
D	Reliability and Continuity of Supply
E	Ultimate Cost

The precise scope, weight and minimum score to be assigned to these criteria will be set out in the Request for Supplementary Tender for each Contract.

**7. Fixed Terms for Contracts**

- 7.1. Terms and Conditions for Contracts  
The Terms and Conditions for the Initial Contract and all subsequent Contracts shall be those agreed by the parties together with any amendments approved by the parties from time to time.
- 7.2. Service Level Agreements  
Award of any Contract under the Framework Agreement may be subject to the Framework Operator facilitating upon request the drafting of a Service Level Agreement, to include agreed key performance indicators, response times, escalation procedures and penalties.
- 7.3. Pricing  
The maximum fee rates chargeable by the Framework Member during [period for which fees have been fixed] in respect of all services identified in the Invitation to Tender shall be those quoted in its Form of Tender. The Client may seek, or the Framework Operator may offer, lower prices at any time during the Framework Period.



In particular, where a given Service/Supply is being offered to other purchasers at a lower price the Client may request a pricing adjustment to reflect this.

The Client may reject any aspect of the Tender or Supplementary Tender on the grounds that the price offered is not acceptable.

The maximum rates chargeable will be adjusted for inflation on each annual anniversary of the Commencement Date of the framework. This adjustment shall be in accordance (whether positive or negative) with the Consumer Price Index.

#### 7.4. Personnel

The personnel assigned by the Framework Operator to deliver any Contract shall be those identified in its Tender or Supplementary Tender, or other personnel of equivalent qualifications, skills and experience approved by the Client

### 8. Obligations of Framework Operator

#### 8.1. Conflict of Interest

The Framework Operator is required to inform the Client of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Operator and the Client or employees of the Client or their relatives must be communicated to the Client immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify the Framework Operator from tendering for a Contract or invalidate an award of Contract, depending on when the conflict becomes apparent.

#### 8.2 Insurances

The Framework Operator is required to maintain the levels and forms of appropriate insurance as requested by the client.

#### 8.3 Tax Clearance Certificate

The Framework Operator shall maintain in its possession a valid Tax Clearance Certificate issued by the Irish Revenue Commissioners throughout the Framework Period and for a period of at least two (2) years after the termination date of the Framework Agreement.

#### 8.4 Changes to Declaration

The Framework Operator shall retain a copy of the signed Declaration included as Schedule 3 of this Agreement. If at any point during the Framework Period or during the lifetime of a Contract the Operator becomes aware of circumstances that might affect the validity of any of the statements in its Declaration, it shall notify the Client in writing of such circumstances at the earliest possible opportunity.

#### 8.5 Corrupt Gifts and Inducements

8.5.1 The Framework Operator shall not give, provide or offer to any staff or agent of the Client a loan, fee, reward, gift, advantage, benefit or other payment during the Framework Period 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 Agreement or any Contract.



8.5.2 The Client shall be entitled at all times to request a Certificate from any person in its employment or in the employment of the Framework Operator that no such gift has been given. In the event of any such gift having been given, the Client shall be entitled to terminate this Framework Agreement and any Contract forthwith and to recover from the Framework Operator all losses resulting from such termination together with an account or value of such gift.

#### 8.6 Assignment

The Framework Operator shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof without the Client's prior consent in writing.

### 9. Termination of Appointment

9.1 Without prejudice to any other rights or remedies to which it may be entitled, the Client shall be entitled to terminate the appointment of the Framework Operator forthwith and without liability by giving notice at any time if:

- 9.1.1 the Operator commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;
- 9.1.2 the Operator fails to perform any obligation or responsibility under this Agreement or a Contract concluded under the Framework Agreement either at all or to a standard that the Client, acting reasonably, considers satisfactory and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Client requiring the Operator to do so;
- 9.1.3 the Operator's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement or the relevant Contract, or fails to meet any standard prescribed by law;
- 9.1.4 any person employed by the Operator or acting on its behalf offers or appears to offer a corrupt gift or inducement in the sense set out in Clause 7.5 above, whether with or without the knowledge of the Operator;
- 9.1.5 the Operator convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;
- 9.1.6 the Operator ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;
- 9.1.7 the Operator is unable to pay its debts within the meaning of Section 214 of the Companies Act, 1963 (as amended by Section 123 of the Companies Act, 1990) or any analogous provision of law;
- 9.1.8 an order is made or an effective resolution is passed for the winding up of the Operator's company other than for the purpose of a restructuring the terms of which have been agreed by the Client;
- 9.1.9 a petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Operator's company;
- 9.1.10 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Operator;
- 9.1.11 the Client reasonably believes that any of the events mentioned above is about to occur in relation to the Operator and notifies the Operator;



- 9.1.12 the Operator has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant Contract;
- 9.1.13 any representation made by the Operator in connection with this Agreement or a Contract shall in the opinion of the Client prove to be untrue or incorrect in a material respect as of the date when made;
- 9.1.14 any event analogous to those contemplated in Clauses 8.1.5 through 8.1.12 occurs to the Operator within the laws of any other jurisdiction.

## 10. Termination of Framework Agreement

- 10.1 The Client reserves the right to terminate this Framework Agreement by providing fourteen (14) day-notice in writing to the Framework Operator. Termination of the Framework Agreement shall be without prejudice to any rights or remedies to which the Client may be entitled and shall not serve to relieve the Framework Operator of its contractual obligations. The Framework Operator shall have no claim for damages or otherwise against the Client as a result of the Client terminating this Framework Agreement in accordance with this clause.

## 11. General

- 11.1 Freedom of Information  
The Framework Operator acknowledges that the Client is subject to the Freedom of Information Acts 1997-2003. Accordingly, information furnished to the Client by the Operator may be released pursuant to the Client's statutory obligations. If the Operator considers that any of the information supplied by it to the Client under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Client 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 obligations.
- 11.2 Applicable Law  
This Contract shall be governed by and construed in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction.
- 11.3 Resolution of Disputes  
Should any question or issue arise as to the interpretation or execution of this Agreement or any Contract, such question(s)/issue(s) shall be settled by discussion between the parties, subject to the right of appeal by either party. Such appeal shall be to an independent arbitrator to be appointed by agreement of both parties.
- 11.4 Waiver  
Failure by either party to exercise their rights under these conditions shall not operate as a waiver or in any way preclude or prevent the exercise of further rights. A waiver of any breach of the terms of these conditions shall not be deemed to be a waiver of any other breach or default and shall in no way affect the other terms of the Contract.
- 11.5 Severability  
Should any part of this Framework Agreement be or subsequently be found to be invalid, unlawful or unenforceable, then such parts shall be severed from the



Framework Agreement and the remainder of the Agreement shall continue in full force and effect.

#### 11.6 Force Majeure

11.6.1 If through no fault of a party, its performance has been offended, or delayed by force majeure, such party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.

11.6.2 If however, force majeure causes a delay or failure in performance for a period longer than seven days, the Client shall have the right to terminate this Contract by seven day-notice in writing.

11.6.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence including but not limited to acts of God or the public enemy, ex-procreation or confiscation of facilities, government intervention, war, hostilities, rebellion, terrorist activities, local or national emergency, sabotage or riots, floods, or unusually severe weather conditions which could not be reasonably anticipated, fires, explosions, or other catastrophe, national or district strikes or other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Framework Operator 's workforce.

#### 11.7 Public Procurement

Nothing in this Agreement shall prevent the Client from complying with its obligations under public procurement legislation. If necessary this Framework Agreement and any Contract concluded hereunder may be abridged modified, or amended without penalty to the Client so as to enable it comply with the said obligations.







### SCHEDULE 1- Required Levels of Insurance

The Framework Operator is required to maintain the following minimum levels of insurance throughout the Framework Period:

Type	Minimum Indemnity	Maximum Excess
Public/Products Liability		
Employers' Liability		
Professional Indemnity		

These amounts may be subject to revision during the Framework Period.

The levels of insurance required for Contracts awarded under this Framework Agreement may vary and will be specified in the relevant Request for Supplementary Tender.

Upon Request from the Client, the Framework Operator must produce evidence that the above levels of insurance are in place in the form of current valid certificates and/or a broker's letter.



## Appendix 9 – Terms and Conditions of Contract

Please see separate **WORD** document



## Appendix 10 – Competency as Designer

### 1. Health And Safety Competency As Designers – Qualification And Training Of Management

**Weighting:** Pass/Fail only

**Pass requirement:** Candidates (in the case of a grouping, each group member except the PSDP provider) must demonstrate evidence of Health and Safety training and qualifications (e.g. degree, diploma, certificate, CPD) of the company's management staff.

Please provide evidence by way of Curricula Vitae of the relevant qualifications and/or training of Management in the area of Health & Safety.



## 2. Health And Safety Competency As Designers – Previous Experience

**Weighting:** Pass/Fail only

**Pass requirement:** Candidates (in the case of a grouping, each group member except the PSDP provider) must demonstrate experience of the organisation in performing the duties of Designers in 1 project of a comparable scale and complexity over the last 3 years.

Please provide information regarding 1 project over the last 3 years where you successfully exercised the duties of Designers within the meaning of section 17 of the Safety Health and Welfare at Work Act (or equivalent).

**Note: A maximum of 2 projects overall may be submitted for consideration**

Project No: 1	Health And Safety Competency As Designers
Start Date - End Date	
Client Name & address	
Project Description	
Works Value (€)	
H&S Designer Duties Performed	
Consultancy Service Value (€ )	



### 3. Health And Safety Competency As Designers – Quality Measures

**Weighting:** Pass/Fail only

**Pass requirement:** Candidates (in the case of a grouping, each group member except the PSDP provider) must supply a signed Declaration and where enforcement actions, legal proceedings accidents, fatalities or incidents have been recorded, evidence that adequate measures have been put in place by the candidate to address any deficiencies in their Health and Safety procedures must be demonstrated.

[All sections in yellow to be completed by the Candidate]

<b>In relation to</b>		xxx
<b>We</b>		[Name of Candidate]
<b>Proposing to act as</b>		Designer

on the above project hereby declare the following:

1. We (the above stated company) are members of, or eligible to be a member of the

[Recognised professional body for required role, i.e. RIAI / ACEI / SCS / IEI / NISO or OSH (PSDP only) / Other]

being the relevant professional institution for the above stated role.

2. Health and Safety management within the practice is the responsibility of:

[Name of person responsible]

3. We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the *Safety Health & Welfare at Work (Construction) Regulations 2013*.

In particular we are aware of the general principles of prevention as enumerated below, and where the professional service required is a Designer will take those principles into account when carrying out design work associated with the project and undertake to liaise with, communicate and cooperate with the PSDP in his/her role.

#### **GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO DESIGNER AND PSDP**

The purpose of the General Principles of Prevention is to provide a framework within which design and detailing issues can be assessed.

- i) The elimination/avoidance of risks
- ii) The evaluation of unavoidable risks
- iii) The combating of risks at source
- iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health
- v) The adaptation of the workplace to technical progress



- vi) The replacement of dangerous articles, substances or systems of work by non-dangerous articles, substances or systems of work.
- vii) The giving to collective protective measures priority over individual protective measure
- viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organisation of work, working conditions, social factors and the influence of factors related to the working environment.
- ix) The provision of appropriate training and instruction to employees.

4. We are aware of the obligations of all Designers under Section 17 (2) of the Safety Health & Welfare at Work Act 2005 to ensure so far as is reasonably practicable that the project:
- (a) *is designed and is capable of being constructed to be safe and without risk to health,*
  - (b) *can be maintained safely and without risk to health during use, and*
  - (c) *complies in all respects, as appropriate, with the relevant statutory provisions.*

We confirm that all staff have received, read and will apply the **Safety, Health And Welfare at Work (Construction) Regulations 2013, the Guidelines on the Procurement, Design and Management Requirements of the Safety Health and Welfare at Work (Construction) Regulations 2013**, Safety, Health and Welfare at Work (General Application) Regulations 2007, the Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the HSA frequently asked questions on risk assessments available at <http://www.hsa.ie/eng/FAQs/Safety Statement and Risk Assessment/>.

We confirm that in our opinion this declaration is deemed to satisfy our obligations in relation to the following areas given the scope and nature of the proposed works:

- Health and Safety Policy and Organisation;
- Arrangements;
- Competent Advice;
- Training and Information;
- Individual Qualifications and Experience;
- Monitoring, Audit and Review;
- Workforce Involvement;
- Accident/Incident Reporting, Review;
- Sub-consulting Procedures;
- Hazard Management and Risk Assessment; and
- Health and Welfare.

5. In relation to enforcement actions, legal proceedings accidents, fatalities or incidents associated with the discharge of our duties as Designers or PSDP (whether the relevant discipline is the subject of this declaration or not) over the last three years.

There have been none / See details attached

6. We confirm that in our opinion our organization is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005



and that our organization has adequate resources to fulfil the role of Designer as stated above.

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<b>CANDIDATE'S SIGNATURE:</b>		<b>DATE:</b>	
<b>CANDIDATE NAME:</b>			
<b>TITLE:</b>			





#### 4. Health And Safety Competency As Designers – Self Declaration On Procedures

**Weighting:** Pass/Fail only

**Pass requirement:** Candidates (in the case of a grouping, each group member except the PSDP provider) must supply a signed Declaration confirming their competency to meet the specified minimum standards in respect of the adequate health & safety procedures.

**NB.** the Agency will be require to satisfy itself of the declared capacity before the award of the framework. Therefore, the relevant evidence to satisfy the minimum requirements stated below must be submitted promptly on request by the Agency.

I hereby declare that I have a Safety Statement in the format outlined at [http://www.hsa.ie/eng/FAQs/Safety\\_Statement\\_and\\_Risk\\_Assessment/](http://www.hsa.ie/eng/FAQs/Safety_Statement_and_Risk_Assessment/) which will be provided on request and that all of the requirements listed below are addressed in the Safety Statement as is the evidence relating to the *minimum standards* also listed below which have been met. If the requirements and minimum standards have not been addressed in the Safety Statement separate evidence is to be provided on request which demonstrates that such requirements and minimum standards have been met.

Requirements	Minimum Standards
<ul style="list-style-type: none"> <li>a copy of our current general health and safety policy;</li> </ul>	<ul style="list-style-type: none"> <li>a general health and safety policy document appropriate to the relevant discipline;</li> </ul>
<ul style="list-style-type: none"> <li>an outline of your management organisational structure with regard to allocation of duties, delegation of responsibilities, etc., in relation to Health and Safety;</li> </ul>	<ul style="list-style-type: none"> <li>relevant management organisational structure document indicating the duty holders responsible for Health and Safety;</li> </ul>
<ul style="list-style-type: none"> <li>copies of standard forms used for risk assessments as part of your duties under the Safety, Health and Welfare at Work Act 2005;</li> </ul>	<ul style="list-style-type: none"> <li>standard risk assessment forms (relevant to projects of a similar size, nature and complexity) covering all stages of the project life cycle from early design stage to project completion;</li> </ul>
<ul style="list-style-type: none"> <li>details of arrangements for Continuous Professional Development (both relevant to the discipline and to Health and Safety) of personnel, including personnel who would be employed on the project;</li> </ul>	<ul style="list-style-type: none"> <li>evidence of Continuous Professional Development (CPD) training arrangements in place (for Designer) appropriate to the size and complexity of the work. (This may or may not also include specific Health and Safety training.);</li> </ul>
<ul style="list-style-type: none"> <li>details of the company's procedures for disseminating up-to-date developments on health and Safety issues;</li> </ul>	<ul style="list-style-type: none"> <li>evidence that there is an adequate organizational structure in place within the company to facilitate the dissemination of up-to-date developments on Health and Safety issues.</li> </ul>



<ul style="list-style-type: none"> <li>• details of the company’s arrangements for the co-ordination of information between the different designers and disciplines involved in a project;</li> </ul>	<ul style="list-style-type: none"> <li>• evidence that there are adequate arrangements in place for the coordination of information between Contractor’s design team members with an adequate mechanism in place that tracks, records delivery and receipt of information distributed.</li> </ul>
<ul style="list-style-type: none"> <li>• details of the methodology for the dissemination of health and safety information for the design and construction stage on this or equivalent projects;</li> </ul>	<ul style="list-style-type: none"> <li>• evidence of adequate structured procedures relevant to the size and complexity of the project to ensure that the Contractor role as Designer within the project team is clearly demonstrated and that Health and Safety information is disseminated to the relevant parties and appropriate action taken.</li> </ul>

<b>SIGNATURE:</b> <b>(H&amp;S Manager)</b>		<b>DATE:</b>	
<b>CANDIDATE’S NAME:</b>	<b>Designer Entry:</b>		
<b>TITLE:</b>	<b>Designer Entry:</b>		



## Appendix 11 – Competency as Project Supervisor Design Process (PSDP)

### 1. Health And Safety Competency As PSDP - Qualification And Training Of Management

**Weighting:** Pass/Fail only

**Pass requirement:** Candidates must demonstrate evidence that at least one member of the Candidate and/or its managerial staff:

- have attended a generally structured externally-validated health and safety training course that provides at least 16 hours annual health and safety training in relation to providing PSDP services (please note in-house PSDP health and safety training seminars or CPD courses are insufficient), or
- have attained some form of formal health and safety post-graduate qualification (for example, a health and safety degree, diploma), or specific additional appropriate health and safety qualifications (for example, a certificate), or
- be a member of a recognised health and safety professional institute.

Candidates must provide evidence of Health and Safety training and qualifications (for example, degree, diploma, certificate, or CPD) with dates obtained of the company's managerial staff. Alternatively, Candidate may provide evidence of membership of a recognised health and safety professional institute.



## 2. Health And Safety Competency As PSDP - Quality Measures

**Weighting:** Pass/Fail only

**Pass requirement:** Candidates must supply a signed Declaration and where enforcement actions, legal proceedings accidents, fatalities or incidents have been recorded, evidence that adequate measures have been put in place by the candidate to address any deficiencies in their Health and Safety procedures must be demonstrated.

[All sections in yellow to be completed by the Candidate]

<b>In relation to</b>	xxx
<b>We</b>	[Name of PSDP]
<b>Proposing to act as</b>	Project Supervisor for the Design Process

**on the above project hereby declare the following:**

1. We (the above stated company) are members of, or eligible to be a member of the

[Recognised professional body for required role, i.e. RIAI / ACEI / SCS / IEI / NISO or OSH (PSDP only) / Other]

being the relevant professional institution for the above stated role.

2. Health and Safety management within the practice is the responsibility of:

[Name of person responsible]

3. We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2013.

4. In particular we are aware of the general principles of prevention as enumerated below, and where the professional service required is a PSDP we will take into account and communicate to all designers those principles when coordinating design work associated with the project and undertake to liaise with, communicate and facilitate cooperation amongst the other duty holders under those Regulations specifically sections 11-14 of the *Safety Health & Welfare at Work (Construction) Regulations 2013*.

### **GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO PSDP**

The purpose of the General Principles of Prevention is to provide a framework within which design and detailing issues can be assessed.

- x) The avoidance of risks
- xi) The evaluation of unavoidable risks
- xii) The combating of risks at source
- xiii) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their



- effect on health
- xiv) The adaptation of the workplace to technical progress
  - xv) The replacement of dangerous articles, substances or systems of work by non-dangerous articles, substances or systems of work.
  - xvi) The giving to collective protective measures priority over individual protective measure
  - xvii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organisation of work, working conditions, social factors and the influence of factors related to the working environment.
  - xviii) The provision of appropriate training and instruction to employees.

7. We are aware of the obligations of all designers under Section 17 (2) of the Safety Health & Welfare at Work Act 2005 to ensure so far as is reasonably practicable that the project:

- (a) *is designed and is capable of being constructed to be safe and without risk to health,*
- (b) *can be maintained safely and without risk to health during use, and*
- (c) *complies in all respects, as appropriate, with the relevant statutory provisions.*

As PSDP we will communicate to those designers their duties under Section 17 (2) of the above Act.

We confirm that all staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007, the Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the HSA frequently asked questions on risk assessments available at [http://www.hsa.ie/eng/FAQs/Safety Statement and Risk Assessment/](http://www.hsa.ie/eng/FAQs/Safety_Statement_and_Risk_Assessment/). As PSDP risk assessments will be sought and collected from Designers for inclusion in a Preliminary Safety & Health Plan that we as PSDP will prepare and update as appropriate.

We confirm that in our opinion this declaration is deemed to satisfy our obligations in relation to the following areas given the scope and nature of the proposed works:

- Health and Safety Policy and Organisation;
- Arrangements;
- Competent Advice;
- Training and Information;
- Individual Qualifications and Experience;
- Monitoring, Audit and Review;
- Workforce Involvement;
- Accident/Incident Reporting, Review;
- Sub-consulting Procedures;
- Hazard Management and Risk Assessment; and
- Health and Welfare.

8. In relation to enforcement actions, legal proceedings accidents, fatalities or incidents associated with the discharge of our duties as PSDP over the last three years.



9.

There have been none / See details attached

10. We confirm that in our opinion our organization is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005 and that our organization has adequate resources to fulfil the role of PSDP as stated above.

<b>CANDIDATE'S SIGNATURE:</b>		<b>DATE:</b>	
<b>CANDIDATE NAME:</b>			
<b>TITLE:</b>			



### 3. Health And Safety Competency As PSDP - Self Declaration On Procedures

**Weighting:** Pass/Fail only

**Pass requirement:** Candidates must supply a signed Declaration confirming their competency to meet the specified minimum standards in respect of the adequate health & safety procedures.

**NB.** the Agency will be require to satisfy itself of the declared capacity before the award of the framework. Therefore, the relevant evidence to satisfy the minimum requirements stated below must be submitted promptly on request by the Agency.

I hereby declare that I have a Safety Statement in the format outlined at [http://www.hsa.ie/eng/FAQs/Safety\\_Statement\\_and\\_Risk\\_Assessment/](http://www.hsa.ie/eng/FAQs/Safety_Statement_and_Risk_Assessment/) which will be provided on request and that all of the requirements listed below are addressed in the Safety Statement as is the evidence relating to the *minimum standards* also listed below which have been met. If the requirements and minimum standards have not been addressed in the Safety Statement separate evidence is to be provided on request which demonstrates that such requirements and minimum standards have been met.

Requirements	Minimum Standards
<ul style="list-style-type: none"> <li>a copy of our current general health and safety policy;</li> </ul>	<ul style="list-style-type: none"> <li>a general health and safety policy document appropriate to the relevant discipline;</li> </ul>
<ul style="list-style-type: none"> <li>an outline of your management organisational structure with regard to allocation of duties, delegation of responsibilities, etc., in relation to Health and Safety;</li> </ul>	<ul style="list-style-type: none"> <li>relevant management organisational structure document indicating the duty holders responsible for Health and Safety;</li> </ul>
<ul style="list-style-type: none"> <li>copies of standard forms used for risk assessments as part of your duties under the Safety, Health and Welfare at Work Act 2005;</li> </ul>	<ul style="list-style-type: none"> <li>standard risk assessment forms (relevant to projects of a similar size, nature and complexity) covering all stages of the project life cycle from early design stage to project completion;</li> </ul>
<ul style="list-style-type: none"> <li>details of arrangements for Continuous Professional Development of PSDP personnel, including personnel who would be employed on the project;</li> </ul>	<ul style="list-style-type: none"> <li>evidence of CPD training arrangements in place (for PSDP) appropriate to the size and complexity of the work;</li> </ul>
<ul style="list-style-type: none"> <li>details of the company's procedures for disseminating up-to-date developments on health and Safety issues;</li> </ul>	<ul style="list-style-type: none"> <li>evidence that there is an adequate organizational structure in place within the company to facilitate the dissemination of up-to-date developments on Health and Safety issues.</li> </ul>
<ul style="list-style-type: none"> <li>details of the company's arrangements for the co-ordination of information between the different designers and disciplines who would be employed on a project;</li> </ul>	<ul style="list-style-type: none"> <li>evidence that there are adequate arrangements in place for the coordination of information between Contractor's Designers with an adequate mechanism in place that tracks, records delivery and receipt of information distributed.</li> </ul>
<ul style="list-style-type: none"> <li>details of the methodology for the dissemination of health and safety information for the design and construction stage on this or equivalent projects;</li> </ul>	<ul style="list-style-type: none"> <li>evidence of adequate structured procedures relevant to the size and complexity of the project to ensure that Health and Safety information is disseminated to the relevant parties and appropriate action taken.</li> </ul>



<b>SIGNATURE:</b>		<b>DATE:</b>	
<b>CANDIDATE'S NAME:</b>			
<b>TITLE:</b>			

Entry:

Entry:





#### 4. Health And Safety Competency As PSDP - Previous Projects

**Weighting:** Pass/Fail

**Pass requirement:** Candidates must demonstrate the successful delivery of 1 contract within the last 3 years of a comparable nature and scale both in terms of the services delivered and the nature of the project works involved.

Please provide information regarding 1 project over the last 3 years where you successfully exercised the duties of PSDP within the meaning of the Safety Health and Welfare at Work Act (or equivalent).

**Note: A maximum of 2 projects overall may be submitted for consideration**

Project No: 1	PSDP		
Project Name:			
Start Date - End Date			
Client Name & address			
Client contact person:		Phone no.:	
Site Description			
Works Value €			
Details of PSDP Services provided			
Consultancy Services Value (€)			